

**MASTER
AGREEMENT**

Between the

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

and the

**POTTERVILLE PUBLIC SCHOOLS
POTTERVILLE, MICHIGAN**

July 1, 2026– June 30, 2029

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PREAMBLE

This Agreement entered into on May 4, 2026, by and between the Potterville Education Association/Eaton County Education Association, hereinafter called the "Association," affiliated with the Michigan Education Association, hereinafter called the "MEA," and the National Education Association, hereinafter called the "NEA," and the Board of Education of Potterville Public Schools, Eaton County, Michigan, hereinafter called the "Board."

WITNESSETH

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

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

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

ARTICLE 1: RECOGNITION

- A. The Board hereby recognizes the Potterville Education Association/Eaton County Education Association, MEA/NEA as the exclusive bargaining representative, as defined in Act 379, P.A. 1965, for all full time and regularly employed part-time certified personnel employed by the Potterville Schools, and personnel assigned to a teaching position and working toward their first certification ; but excluding aides, adult and community education personnel, substitute employees, supervisors and all other employees.
- B. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.
- C. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association and employed by the Board.
- D. The term "Board" shall include its officers, members and/or agents.
- E. The term ancillary employee shall refer to those employees within the bargaining unit who are not certificated teachers and whose employment is not regulated by the Teachers' Tenure Act.

ARTICLE 2: ASSOCIATION AND TEACHER RIGHTS

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

under this Agreement.

- B. The school facilities or equipment may be used by the Association members employed by the Board at reasonable times which do not interfere with normal school activities. Such use will be scheduled with the Superintendent or his/her designee. When the facilities or equipment are used by the local teachers, they are responsible for cleanup, repair if caused by negligent use, and cost of materials.
- C. The Association may post notices on the bulletin boards in the teachers' lounges.
- 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. At least one (1) room shall be reserved for use as a faculty lounge.
- G. Adequate off-street parking facilities shall be provided and identified for employee use during normal school hours.
- H. Upon request, the Association may install and maintain vending machines in the teachers' lounges. The proceeds from all such machines shall be remitted to the Association. All related activity to use of vending machines in teachers' workrooms shall be the sole responsibility of the Association.
- I. The Board agrees to consult with the Association on any matters that affect the physical security of employees after the appropriate administrative channels have been followed. Either party may request consultation.
- J. Employees shall not be required to work under hazardous conditions or perform any duties that may endanger physical health or safety.
- K. The provisions of this Agreement shall be applied without regard to race, creed, national origin, sex or marital status as defined by applicable law.
- L. A bargaining unit member, who has not previously attained tenure, under the Michigan Teachers' Tenure Act, MCLA 38.71 et. seq.: MSA 15.1971 who is placed in a position other than a classroom teacher, shall not be deemed to have tenure in such position by virtue of this contract or any individual contract for such non-classroom position.

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

ARTICLE 3: RIGHTS OF THE BOARD

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

ARTICLE 4: GRIEVANCE PROCEDURE

A. Purpose

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

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

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

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

C. 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. In an effort to resolve the complaint, the building principal shall arrange a meeting with the grievant within five (5) days of the grievant's request. The Association may be notified, and a representative thereof may be present at the meeting. Within five (5) days of the level one meeting, the principal shall give an oral answer to the teacher. If the teacher is not satisfied with the results of the meeting, he/she may formalize the complaint in writing as provided hereunder.

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

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

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

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

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

1. Neither the Employer nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.
2. The arbitrator shall have no power to alter, add to, or subtract from the term of this Agreement nor shall the arbitrator make any decision which requires the commission of an act prohibited by law. The arbitrator's authority shall be limited to deciding whether a specific Article or section of the Agreement has been violated and shall have no power to rule on those matters exempted from the grievance procedure.
3. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and the Board.
4. No decision in any one case shall require a retroactive wage adjustment in any other case except to the extent that grievances are consolidated and treated as one.
5. Arbitration hearings will be held within the school district.

D. Written grievances shall contain the following:

1. It shall be signed by the grievant(s) and/or the Association;
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsections of this contract alleged to have been violated;
5. It shall contain the date of the alleged violation; and
6. It shall specify the relief requested.

- E. Two (2) or more grievances on the same subject may be processed by the Board or its agents as one (1) grievance. When such a situation arises, the Association or its agent shall be notified, and the answer directed to the same person.
- F. A grievance involving alleged safety hazards may be initiated at the Superintendent's level of the grievance procedure.
- G. A grievance may be withdrawn at any level without prejudice or record.
- H. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement may be processed through the Board level of the grievance procedure only.
- I. The Association or its designated agent shall process grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as herein described, and the Superintendent or his/her designated representative to act at Level Two as herein described.
- J. If an individual teacher has a complaint which he desires to discuss with an administrator, he is free to do so without recourse to the grievance procedure. However, no adjustment of any grievance shall be inconsistent with the terms of this Agreement.
- K. The term "days" shall mean days when school is in session except that during the summer months when school is not in session, the term "days" shall mean Monday through Friday excluding holidays.
- L. The time limits as provided in this Article shall be strictly observed but may be extended or shortened upon mutual agreement between the parties.
- M. By mutual agreement, expedited arbitration may be used at Level Four of the grievance procedure. Rules of the American Arbitration Association for expedited labor arbitration shall govern the arbitration proceeding.
- N. All documents, communications, and records accumulated during the course of processing a grievance shall be retained in a separate grievance file and shall not be inserted into the personnel file(s) of any participant(s).
- O. The Board agrees to grant a teacher leave time when the teacher testifies in any arbitration hearing, fact finding, or other administrative hearing. The Association agrees to reimburse the school district the substitute teacher rate or a pro-rated portion thereof for such engaged persons.

ARTICLE 5: WORKING CONDITIONS

A. Hours

1. All teachers are required to report to their building ten (10) minutes before the building scheduled start time and may leave ten (10) minutes after the dismissal time. On days prior to holidays and vacation periods, the employee's day shall end five (5) minutes after that of the students. Exceptions may be granted by building principals.

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. Professional development and staff meetings may be scheduled on any one Wednesday of each month or at another time if mutually agreed upon by the building faculty and the principal, except that the third Wednesday of each month shall be reserved for Association meetings. No more than nine (9) PD / staff meetings will be held between September and May of any school year. Building principals may offer additional staff meetings for information issues but attendance will be voluntary. Professional development and staff meetings shall begin by 3:15 and shall end within one hour of the start time. Employees are required to attend professional development and staff meetings within the above limits. Part-time regularly employed staff are expected to attend parent-teacher conferences as noted in the school calendar, professional development meetings, staff meetings and in-service meetings. The majority of teaching schedule will determine building assignment.
5. Employees shall use the computerized absence reporting system to report an absence and request a substitute as soon as they are aware of a potential absence.
6. Teachers in grades 5-12 shall be entitled to a duty-free lunch period of at least thirty (30) minutes. Teachers in grades K-4 shall be entitled to a duty-free lunch period of thirty-five (35) minutes.
7. The guidance counselor may be required to perform ten (10) days of summer duties outside of the regular school calendar. He/she shall be compensated at his/her *per diem* rate of pay. These days shall be scheduled at the discretion of the counselors with the approval of the building principal (typically five (5) days at the end of the school year and five (5) days prior to the next school year).
8. Special education teachers will receive 1 workday per quarter. If a special education teacher's caseload is above 20 - a 5th day will be added. Staff must work on campus and arrange the time with his/her principal.

B. Calendar

For the period of this Agreement, the school calendar shall be as set forth in Appendix 3 which is attached to and incorporated in this Agreement. There shall be no deviation from or change in the school calendar except by mutual agreement between the Board and the Association or as required by law. In the event of an emergency, the Superintendent may alter days provided the length of the school year is not extended and the calendar is resumed as negotiated.

C. Assignments and Qualifications

1. All ancillary staff shall receive written notice of tentative assignments for the

forthcoming year by July 15.

2. Extra and co-curricular assignments as enumerated in Appendix 2 shall be with the consent of the teacher.
3. The normal daily load for 9-12 classroom teachers shall not exceed five (5) teaching periods, one (1) "Viking Vision" period, and one (1) unassigned preparation period or six (6) teaching periods and one (1) unassigned preparation period if mutually agreed upon. All teachers will be scheduled no less than fifty (50) minutes of unassigned preparation time with exceptions for half days, special events and building emergencies. 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 with exceptions for half days, special events and building emergencies. For a 6-period day, all teachers will be scheduled no less fifty (50) minutes of continuous unassigned preparation time.

The majority of teaching schedule will determine building assignment.

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

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

Other full-time personnel at this level shall receive an amount of time equivalent to

one (1) unassigned preparation period per day. For the purposes of this Article, assignment to a study hall shall be considered a teaching period. Conference hours and/or preparation periods shall be used for preparing for classes.

4. TK-4 teachers shall receive preparation time in a block of 50-62 minutes per day with exceptions for half days, special events and building emergencies.
 - a. K-4 teachers do not have duty-free recess periods.
 - b. It is the Board's intention to hire TK-4 teachers to teach specials at the elementary school when certified special activity teachers are not available, and it is the Board's intention to maintain these programs to meet state requirements for receiving full State aid payments.
5. Teachers who are asked to substitute during their preparation period shall be compensated at the rate of forty-five dollars (\$45.00) per class period. (See Compensatory Time Option in Article 14, K)
 - a. No regularly assigned teacher shall be used as a substitute teacher except in case of emergency. The failure of a substitute to arrive on schedule or the inability to secure a qualified substitute shall be considered an emergency.
 - b. If a teacher substitutes twenty-five (25) minutes or less, he shall be compensated at half (1/2) the substitute rate. If a teacher substitutes more than twenty-five (25) minutes, he shall be compensated at the full substitute rate.
 - c. Except in cases of emergency, teachers will not be required to substitute for another teacher while teaching his/her own class(es). A teacher who is required to do so during an emergency shall be compensated at the substitute rate of (5) above.
6. If a substitute teacher cannot be found for an elementary school classroom, the building principal may choose one of the following options:
 - a. A qualified staff member who is not a classroom teacher will serve as the classroom substitute and be compensated at \$40 per day,
 - b. The principal will serve as the classroom substitute,
 - c. The rotation schedule developed mutually by the union and district will be utilized and teachers will be compensated at rate of (5) above., or
 - d. Only if none of the above options is possible, additional students will be assigned to another classroom teacher, at \$2.00 per student per clock hour.
7. All classroom teachers shall provide a "sub file," in an established place as designated by the building principal, which contains general plans for a substitute teacher to use. Plans shall be updated periodically and cover a minimum of two (2) days time.

forth in this Article, he shall receive one-sixth (1/6) of his / her 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. As much as possible, IEPs shall be scheduled on the same day so that teachers may minimize the amount of planning time lost.
11. Each employee shall maintain with the building principal and Superintendent his/her current address and telephone number.

D. Class Size

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

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

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

1. Every effort will be made to balance class size in self-contained classrooms within each grade level.
2. Class size shall not exceed the actual physical facilities available.
3. Should the class size be exceeded, the building principal will initiate an appraisal with his/her staff on class size in all similar classrooms in that building and recommend one of the following remedies to the Superintendent:
 - a. Provide the teacher with the overload class one-half (1/2) day of an aide's service daily.
 - b. Hire an additional classroom teacher.
 - c. Compensate the teacher at \$2.00 per student per clock hour. Compensation shall be paid for each scheduled teacher workday that the student is enrolled.
4. If the average number of students per classroom in a grade level exceed the numbers listed below within the first ten (10) student days, option 3.b. above shall be implemented.

K-2	30 students
3-4	32 students
5-6	35 students

5. Special Education: An overload exists when a teacher's case load is over the county maximum for that teacher's certification.

- a. If a special education teacher's caseload is 1 – 9 students over the maximum caseload as set by the Eaton RESA, the teacher will be compensated an additional \$500 per semester.
- b. If a special education teacher's caseload is 10 students or more over the maximum caseload as set by the Eaton RESA, the teacher will be compensated an additional \$750 per semester.
- c. Caseloads will be assessed two weeks after the start of each semester to determine if an overload exists.

E. Materials and Supplies

- 1. The Board agrees to make available in each school adequate typing and duplicating equipment and to provide maintenance of its equipment.
- 2. The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will meet annually, at the request of either party, for the purpose of improving this selection.

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

ARTICLE 6: EVALUATION

- A. Evaluation Committee: Beginning with the 2024-25 school year, the negotiated performance evaluation system shall encompass a rigorous, transparent, and fair performance evaluation system that includes the following provisions:
- 1. The Association and Administration agree to establish an Evaluation Committee that shall convene on an annual basis. The Committee is authorized to deliberate on matters including, but not limited to, the evaluation tool, the elements incorporated within said tool, the criteria for establishing individual goals, and the requisite student growth data.
 - a. The Evaluation Committee shall render all decisions and determinations pertaining to these matters no later than October 30 of each academic year.
 - b. Positions encompassed under Article 1: Recognition, which do not involve classroom teaching, shall be evaluated based on their specific job roles in a manner mutually agreed upon by their direct supervisor and the Association with input from the employee being evaluated.
 - 2. The evaluation of a teacher's job performance will constitute 80% of the year-end evaluation determination which includes timely and constructive feedback.

3. Mutually agreed-upon student growth and assessment data will be used to measure student growth. This data will be determined for each job role covered by this agreement.

B. Process

1. 20% of the year-end evaluation determination will be based on the agreed-upon student growth and assessment data.
2. The student growth and assessment data shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually through mutual agreement by the grade- level/department-level teachers and administration.
3. The Association and Administration will collaborate on the elimination of specific student data that contributes to a teacher's end-of-the-year evaluation. This criterion may include, but is not limited to, students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data. The data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.
4. The negotiated Performance Evaluation System, "Post-observation Feedback Form," "Year-End Evaluation Reporting Form," and "Individual Development Plan (IDP) Form" are attached and included in this Agreement in Appendix 7.
5. Classroom observations intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
 - a. A building administrator will conduct the teacher evaluation.
 - b. The classroom observations used in the year-end evaluation may include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson. Unless identified as a deficiency in performance within an existing IDP, teachers will only be required to submit lesson plans to an administrator for planned observations, to comply with the provisions of this Section C.
 - c. The observation must include a review of pupil engagement in the lesson that is observed.
 - d. There shall be notice of each planned observation date given to the teacher at least two (2) school days prior to the observation. Upon such notice, the teacher will provide information relative to 5.b and 5.c before the classroom observation occurs.
 - e. The post-observation meeting shall be offered no later than ten (10) calendar days after the observation occurred. At the post-observation meeting, the teacher and administrator will discuss the written feedback on that observation. Teachers will have access to all written feedback of an observation prior to the post-observation. The "post-observation" feedback form is contained in Appendix 7.

- f. There shall be at least two classroom observations of a teacher in each school year the teacher is evaluated that are conducted at least 60 days apart. The first observation shall occur no later than December 15 of each school year.
- C. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "Effective," "Developing," or "Needing Support."
 - a. Under the new performance evaluation system, "Effective" constitutes scores between 4.0-2.5; "Developing" constitutes 2.49- 1.0; "Needing Support" constitutes 0.9-0.0.
 - b. Teacher observations shall be completed no later than April 30. The year-end evaluation determination meeting shall be held no later than May 30 of each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.
- D. Any teacher who is being considered for an IDP or non-renewal must have their end-of-the-year evaluation completed prior to April 30.
 - a. Employees who receive overall ratings of "Developing" or "Needing Support" shall be eligible for an Individual Development Plan (IDP).
- E. Observations cannot occur on the day preceding or following a scheduled break.
- F. Teachers who work fewer than 60 days in any school year, or who have an accumulated leave of absence from work during the school year amounting to a total of thirty (30) days or more, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.
- G. If a tenured teacher has been rated "Effective" for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If the subsequent year-end rating is not "Effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "Effective" rating for an additional three (3) consecutive years.
- H. In addition to the above procedures (Sections B. 1-5), teachers who are evaluated with an IDP (received a "Minimally Effective," "Ineffective" prior to July 1, 2024, or "Needing Support," or "Developing" rating thereafter, and/or 1st-year teachers) shall be provided the following:
 - 1. Specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.
 - 2. Training to be provided by the district to assist the teacher in meeting the goals of the IDP.
 - 3. A mid-year progress report, supported with at least two (2) classroom observations

conducted consistent with Section B.5 above and completed no later than February 1, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.

4. A Mentor teacher will be informed of the conditions and requirements of the IDP to assist the mentee in the described performance goals of the IDP.
- I. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.
- J. All teachers shall have the right to submit a rebuttal to their evaluation, which will be included in their personnel file and attached to the year-end evaluation.
- K. Rights of Tenured Teachers:
 1. A tenured teacher who is rated as "Needing Support" shall have the following due process rights to challenge said rating:
 - a. The teacher may request a review meeting of the evaluation and the rating with the district's superintendent. Such a request must be made in writing within thirty (30) calendar days after the teacher is informed of the rating. A meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review.
 - b. A written response to the review meeting, including any modifications of the year-end performance rating, shall be provided to the teacher within thirty (30) calendar days after the meeting.
 - c. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
 - d. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.
 - e. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the Association confirming that the mediation will be scheduled as appropriate.
 - f. A tenured teacher who receives two (2) consecutive ratings of "Needing Support" may invoke the grievance procedure as outlined in Article 4.
- L. Training on Evaluation System, Tools, and Reporting Forms:
 1. Within the first two (2) weeks of each school year, the district shall provide, during contractually scheduled Professional Development time, training to all new teachers and optionally other teachers on the evaluation system, reporting forms, and other important components of the year-end evaluation process, including how each reporting form is used during the process.

ARTICLE 7: TEACHER PROTECTION AND DISCIPLINE

- A. Teachers are expected to comply with rules, regulations and directions adopted by the Board and its agents which are not inconsistent with the provisions of this Agreement, provided that an employee may refuse to carry out an order which threatens his/her physical health or safety.
- B. Discipline is defined as oral warning, written warning, written reprimand, suspension without pay, and termination of employment for misconduct, insubordination, incompetence/ poor performance, or dereliction of duty. Non-renewal of a probationary teacher's contract in accordance with the Tenure Act is not discipline.
- C. Teachers may be disciplined for a reason that is not arbitrary and capricious, which means that the district must provide a reasoned explanation for the disciplinary action that is supported by evidence.
- D. The District shall offer Association representation during a meeting that could result in discipline. If an employee is offered representation and declines, they may request representation at any time.
- E. The District may in its discretion investigate complaints submitted against a teacher. If the matter is investigated, the teacher will receive notice of the allegations against the teacher in an opportunity to respond to the allegations. If disciplinary action is taken, it must be in writing and retained in the teacher's personnel file. The teacher may attach and submit a rebuttal statement to the discipline; the complaint will not be put in the personnel file unless it is directly related to discipline.
- F. The District will implement discipline that is proportionate to the seriousness of the misconduct. To ensure a fair process, an investigation into the alleged misconduct will occur. Mitigating and/ or extenuating circumstances will be taken into account. If requested, the employee may have union representation at any meeting. The employee will have an opportunity to respond to the allegation(s) before any discipline is issued. The final disciplinary decision will be supported by substantial and credible evidence. Furthermore, the discipline applied will generally follow a progressive approach, meaning it will be structured to address the nature of the misconduct and escalate, if necessary, while always maintaining a rational relationship to the established behavior. Unless a valid distinction justifies a higher penalty, a considerably stronger punishment shall not be issued against one employee than another known to have committed a substantially similar offence. The time that has passed between any previous disciplinary actions will also be a factor in determining the appropriate response.
- G. Discipline that is four years or older will not be considered for disciplinary action unless it is unprofessional conduct.
- H. Discipline within and across buildings shall be consistently applied unless a reasoned explanation supports a different disciplinary action or no disciplinary action.
- I. Any discipline can be appealed to the Superintendent. If the appeal to the Superintendent is unsatisfactory, then the teacher may apply the grievance procedure. Probationary teachers may only escalate the issue up to mediation. Tenure teachers may escalate the issue up to arbitration unless it falls under the Tenure Act.

- J. If a FOIA request for an employee's personnel file is received, then the district will notify the employee and the Association that the FOIA request was received.
- K. Discipline that is four years or older (other than unprofessional conduct) will be temporarily removed from the file prior to the disclosure under FOIA, as permitted by law.
- L. 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/her employment shall be promptly reported to the Board or its agents.
- M. Complaints directed toward ancillary employees/related services staff may be called to the attention of the employee, but no record of a complaint shall be included in the employee's personnel file unless the employee has been notified.
- N. A bargaining unit member may ask for an Association Representative to be present any time he/she is asked to meet with an Administrator.
- O. All information forming the basis for disciplinary action will be made available to the bargaining unit member and the Association consistent with law.

ARTICLE 8: LEAVES OF ABSENCE

A. Sick Leave

- 1. Employees shall earn a total of six days one-hour (6.16) of sick leave per year, advanced at the beginning of each school year, which shall be cumulative to one hundred sixty-two (162) days. Persons who have one hundred sixty-two (162) sick days shall use the six days one hour (6.16) advance at the beginning of the year first before using their accumulation. Part-time employees shall receive a pro-rated portion of sick leave.
- 2. Employees may donate up to five (5) sick days each to an employee who has exhausted their sick days and are absent for an extraordinary need. An employee may not donate sick days that will reduce their own number of sick days to less than five (5).
- 3. Sick leave may be used for any of the following purposes as included in the ESTA:
 - a. The employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.
 - b. For the employee's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the employee.
 - c. If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or

sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

- d. For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child.
 - e. For closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.
 - f. Family member includes all of the following:
 - (i) A biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis.
 - (ii) A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or an individual who stood in loco parentis when the employee was a minor child.
 - (iii) An individual to whom the employee is legally married under the laws of any state or a domestic partner.
 - (iv) A grandparent.
 - (v) A grandchild.
 - (vi) A biological, foster, or adopted sibling.
 - (vii) An individual related by blood to the employee.
 - (viii) An individual whose close association with the employee is the equivalent of a family relationship.
 - g. If a member is absent for a portion of the day and their sub coverage is not paid for a planning period, the member's sick time shall not be charged for that period.
- 4. 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.
 - 5. The Board shall furnish the employee with up-to-date attendance using the employee payroll system aligned with the pay schedule, setting forth the employee's total accumulated sick leave.

B. Bereavement

Employees shall be granted five (5) bereavement days per year that are not taken from leave bank for the death of a family member.

C. Funeral

The employee may use sick leave time 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.

D. Personal Days

At the beginning of each school year the employee shall be credited with six (6) days to be used for his/her personal business. Unused days shall be added each year to the employee's accumulated sick leave. Personal business days may be used at the employee's discretion. Personal business leave shall be approved by the principal provided the request is submitted to comply with the following conditions:

- a. The employee shall provide the principal with at least seventy-two (72) hours advance written notification of personal business leave. Personal business days may be used for emergency situations without the seventy-two (72) hour notification. The employee is expected to notify the principal of the emergency request as soon as possible.
- b. Personal business leave shall not be used during scheduled parent- teacher conference times, or on professional development days except in a case of emergency as determined by the Superintendent or designee. The one hour after school professional development meetings do not count as a professional development day subject to the above prohibition.
- c. At the discretion of the Superintendent, personal leave request may be canceled when there are more than six (6) such requests for the same day.
- d. Repeated use of Sick or Personal days that impacts student learning may be addressed by administration with a conversation about the impact on students and staff.
- e. Personal business days shall be pro-rated accordingly:
 - (1) Employees hired at the beginning of the year shall be credited with six (6) days.
 - (2) Employees hired after the ninth week of the first semester shall be credited with four and a half (4.5) days.
 - (3) Employees hired at the beginning of the second semester shall be credited with three (3) days.
 - (4) Employees hired after the ninth week of the second semester shall be credited with one and a half (1.5) days.

- E. In the event of an injury or illness compensable under Michigan Worker's Compensation Laws, the District shall pay the difference between the benefit amount the employee is entitled to receive under Workers' Compensation and/or Social Security based upon lost wages and his/her regular salary rate for a period of at least twelve months or until accumulated sick leave is depleted whichever is the greater. The additional payment shall be deducted from the employee's accumulated sick leave at the same ratio the additional payment bears to the total day's compensation until the accumulated sick leave is depleted. However, in the event of injury or illness compensable under Michigan Worker's Compensation Laws and which is the result of an assault, there shall be no deduction

from sick leave for twelve (12) months. However, after twelve (12) months, the employee shall have the option of continuing the payment with a pro-rated deduction from accumulated sick leave. The provisions of this paragraph shall not apply where the Board determines that the teacher was not free from fault in incurring the assault.

F. Jury Duty

If an employee is called for jury duty during school hours or is subpoenaed to testify in any judicial matter that is school-related, the member shall be paid his/ her full salary for such time provided all monies received from the courts up to the normal daily rate shall be remitted to the Board.

G. 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 less.
2. A leave of absence for up to one (1) year shall be granted to any employee for the purpose of childcare. The object child of the leave may be prenatal; a newborn infant; a newly adopted child; a child suffering from a crippling, terminal or serious accident or illness. Said leave shall commence upon the request of the employee and notice to the Board.
 - a. For seniority and salary purposes, the employee shall be given credit for a full semester if he/she teaches forty-five (45) or more days during the semester in which said leave was granted. In compliance with past practice, this shall be interpreted to mean that the employee shall be given credit for a full year if he teaches ninety (90) or more workdays during the school year.
 - b. Granting of such leave shall in no way interrupt seniority and rights attendant thereto provided the duration of the leave is less than a school year.
 - c. The leave may be extended at the discretion of the Board.
 - d. Employer paid insurance benefits will be continued as provided for in the contract while a teacher is on disability leave.
3. The President and/or designated Association Representatives and/or ECEA officers shall be permitted to use up to five (5) days a year for Association business provided a 72-hour notice is given to the Superintendent and the building principal. The Association agrees to reimburse the school district for the salary of the substitute teacher. Upon request, additional days may be granted as unpaid leave with the approval of the Superintendent.
4. Upon written application, a leave of absence for up to one (1) year shall be granted to any employee for the purpose of participating in exchange teaching programs such as the Peace Corps, Teacher Corps, or Job Corps when the employee is to be a full-time participant in such program provided the employee states his/her intention to return to the school system.

5. In accordance with Public Act of 143, as amended, a military leave of absence shall be granted to any employee who shall be inducted for military duty in any branch of the Armed Forces of the United States.
6. Upon written application, a leave of absence for up to one (1) year may be granted to any employee for the purpose of engaging in study at an accredited college or university.
7. Upon written application, the Board may grant a leave of absence for up to one (1) year for any purpose.

H. General Leave Provisions

1. Upon return from an unpaid leave of absence, the employee shall resume all rights and benefits under this Agreement.
2. Upon return from a medical or disability leave, the employee shall submit a doctor's statement certifying his/her ability to perform his/her assigned duties.
3. The teacher shall notify the Board in writing of his/her intent to return from an unpaid leave of absence ninety (90) calendar days before returning to work.
4. Any leave of absence may be extended by the Board for up to one (1) full year. No additional leaves beyond the first extension shall be granted by the Board unless a definite return to work date is stipulated in the second extension request. If an employee is unable to return to work at the end of the second leave extension, the Board shall place said employee on the recall list and Article X 10 shall prevail.
5. In the case of an unpaid leave taken under the Family and Medical Leave Act, FMLA leave will run concurrently to leave granted under this contract.

I. Parental

Parental leave of absence shall be treated as a medical disability for the period of time following the birth of the child as deemed necessary by the birthmother's physician (typically six (6) weeks for a vaginal delivery and 8 weeks for a caesarian delivery).

1. Up to a total of twelve (12) weeks of sick time may be taken for maternity/paternity leave given that the member has adequate time accrued. If both parents are employed by the district up to a total of twelve (12) weeks between both employees may be taken per child.
2. Adoption: For the adoption or foster placement of a child older than twelve (12) weeks, an employee may use up to ten (10) sick days after the placement of the child in the home. For children from birth to twelve (12) weeks old, maternity/paternity leave provisions shall apply.

J. Sick Day donation

1. PEA members facing the need for sick days leave for an extraordinary need that are on the verge (pay period prior to) of exhausting their sick days leave balance can request

through the PPS to have sick days leave donated by fellow members to negate the disruption of their pay during the extraordinary need period.

2. PEA members with a balance of 11 or more sick days may voluntarily contribute one or more Sick days to a fellow member who is in need of sick days for extraordinary needs. PEA members must have a minimum of 5 days of sick days after contributions.
3. The Donated Sick Day Authorization Form (Appendix 7) identifies the recipient, the donors, and the number of sick days that are being donated as well as includes an authorizing signature. The days donated will be used on an alphabetical rotation basis and deducted from the donors' accumulated sick days balance as used. Sick days being donated can only be donated within a bargaining unit.
4. One day is taken from each of the contributing members in alphabetical order. A rotation following this procedure continues until the donated days are exhausted, not to exceed 10 sick days.
5. Sick days being donated will be counted as a full day.
6. No member who has been approved to receive donated sick days may receive contributions of more than 10 sick days for a single instance.
7. A member who receives donated sick days is under no obligation to repay the days that may be credited to their personal balance.
8. The parties agree that a member's request will be reviewed by a PEA Executive Board who will approve or disapprove the request and communicate the decision with the Human Resources and the Requester. Ties in voting will be broken by a Superintendent vote. PPS Administration and the PEA Executive Board will collaborate as needed to discuss sick days for extraordinary needs.
9. There is no guarantee days will be granted or the number requested will be met.
10. All request days will be shared with the administration.

ARTICLE 9: VACANCIES, PROMOTIONS AND TRANSFERS

- A. For purposes of this Agreement, a vacancy shall be defined as a newly created bargaining unit position and/or a bargaining unit position which is currently unoccupied and for which there is no bargaining unit member with an outstanding contractual right to return.
- B. Vacancies shall be emailed to all bargaining unit members and posted both internally and externally for five (5) business days. The certification requirements, any specific qualifications required for the position, as determined by the Board, and/or the qualifications as set forth in Article 10, shall be posted with the vacancy notice. The Association President shall receive a copy of the postings.
- C. A bargaining unit member may apply for a vacancy by submitting a written letter of interest

to District Office within the five (5) business-day posting period.

1. All certified and qualified bargaining unit members who apply for a vacancy will receive an interview.
- D. Bargaining unit positions will be filled with a bargaining unit member if they meet the certification requirements and the specific qualifications required for the position as determined by the Board.
1. Vacancies occurring during the school year will be posted and filled according to the provisions of this Article.
 - a. If no properly certified and qualified bargaining unit member expresses interest in the posted vacancy, the Board may employ a long-term substitute for the remainder of the school year for the unfilled position.
 - b. If a bargaining unit member fills the vacancy and another vacancy ensues, the Board may employ a long-term substitute for the remainder of the school year for this second vacancy.
 - c. Any vacancy for which a long-term substitute is employed shall be posted for the following school year at least five (5) business days prior to the last scheduled day of the current school calendar.
 2. External applicants may be considered if members of the bargaining unit who apply for the position are determined not to meet the certification requirements and specific qualifications established by the Board.
 3. Bargaining unit members who are not awarded a vacancy will be notified.
- E. If a vacancy is filled by a bargaining unit member during a school year, the bargaining unit member may be transferred to that position immediately, or, upon mutual agreement between the Association and the Board, at an appropriate date in the school calendar.
- F. The District shall provide notice to the Association President and UniServ Director of any newly hired employees covered by this Agreement, including the employee names, hire dates, and salary within thirty (30) workdays of the date of hire. An updated employee list shall be provided monthly thereafter.
- G. When a vacancy exists after the provisions for recall have been met, the Board will post notice of such vacancies.
- H. Involuntary transfers may be made for a reason that is not arbitrary or capricious. Any involuntary transfer from one building to another, the principal(s) will meet with the bargaining unit member to discuss the reasons for the transfer. In the event the bargaining unit member, at this meeting, objects to being transferred from the building, upon the bargaining unit member's request, the Association shall be notified. The principal(s) shall meet with the Association's representative to discuss the rationale of the transfer.
1. Prior to the transfer being completed, the bargaining unit member will be notified of open positions in the District as they become available. Upon application, the bargaining unit member will be interviewed by the principal at the building where the open position exists. If the bargaining unit member is not placed through this procedure, the Superintendent or designee will make the assignment.
 2. Involuntary transfers are not subject to the grievance procedure except as to whether the above procedure was followed.
- I. A bargaining unit member who leaves employment with Pottersville Public Schools may not

continue in any extra-duty position. However, they may apply for the position again if it is posted and open for applications from current bargaining unit members.

- J. A notice of retirement/resignation will be deemed accepted and final when received. Bargaining unit members may only rescind this notice with specific written approval of the Superintendent.

ARTICLE 10: SENIORITY, STAFF REDUCTION AND RECALL

- A. The following definitions apply:

1. Certification – “Certified” shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is the bargaining unit member’s responsibility to file such certificates, endorsements, licenses, with the District Office. The certification status of a bargaining unit member on file with the district shall be considered conclusive for all purposes under this Agreement.
 - a. The bargaining unit member shall provide written notice to the District of any change to their certificates, endorsements, or licenses.
 - b. Failure to file a valid Michigan teaching certificate with the appropriate endorsements with the Superintendent’s office or loss of certification may result in loss of employment. It is mutually understood that it is the sole responsibility of the teacher to maintain their certification.
 - c. The District shall ensure that all professional development hours earned through district professional development will be reported to the State in an accurate and timely manner.
2. Qualification – Bargaining unit members shall be considered qualified for positions for which they possess the appropriate certification. Further, their degree of “qualified” status for any position in the district shall be determined using the following:
 - a. Employees having at least seventy-five percent (75%) of their year-end evaluations as a bargaining unit employee rated as “effective”. In the event no internal employee meets this criterion, then this requirement shall not apply.
 - b. Level of certification in this order: National Board Certified, Advanced Professional Certificate, Professional Certificate, Standard Certificate, Interim Certificate, Temporary Certificate.
 - c. Employee disciplinary records based on letters contained in employee personnel file from the previous 4 years only (unless unprofessional conduct).
 - d. If 2 or more employees equally meet the above standards, then any position shall be awarded to the employee with the most length of service within the bargaining unit, as defined by their Seniority List ranking.

- B. No later than thirty (30) days following the ratification of this agreement, and by every September 30 thereafter, the employer shall prepare a seniority list. If 2 or more are hired on the same date, use 1, 2, 3, AND 4 below under section D.
- C. The seniority list shall be published by October 1 of each school year. Challenges or revisions to the list must be filed by November 1 of that same year to the District Office; otherwise, the seniority list will be considered final for that school year. Should there be disagreement by November 1 of the school year, it will be subject to the grievance procedure.

- D. Seniority is defined as the length of unbroken service within the bargaining unit and shall be computed from the bargaining unit employee's first day of work since the most recent date of hire. All bargaining unit employees shall be ranked on the list in the order of their first day of work, as defined above. In the circumstance of more than one individual having the same day of work, the following procedure will be used at the time of layoff to determine who is laid off.
1. If one (1) bargaining unit member has more total teaching experience (TK-12), the bargaining unit member with the most PPS teaching experience will remain.
 2. If the bargaining unit members remain equal after #1 above, the bargaining unit member with the more advanced degree shall remain.
 3. If the bargaining unit members remain equal after #1 and #2 above, the bargaining unit member with the most semester hours beyond the degree shall remain.
 4. If the bargaining unit members continue to remain equal, the administration will make the decision.
- E. All seniority is lost when employment is severed by resignation, retirement, discharge for cause; however, until recall rights expire or are otherwise terminated by the employee, seniority is retained (frozen) if severance of employment is due to layoff.
- F. Seniority shall continue to accumulate when bargaining unit employees are on approved unpaid leaves of absence of one (1) year or less, including the full duration of a leave of absence due to Military Duty leave.
- G. The Board shall use the seniority list from the previous school year (inclusive of any new hires that year), to determine any layoffs or recalls prior to October 1 of each school year as prescribed herein.
- H. It is understood by the parties that a reduction in staff may be required in the event of a financial emergency, a significant reduction in student enrollment, or a significant reduction in funding. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, bargaining unit members will be laid off based on the criteria of qualification as defined in section A.2 of this article.
- I. After a reduction of bargaining unit members as outlined above, if there are positions that are created and/or vacant, laid-off bargaining unit members who are certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off bargaining unit members, and the vacancy or vacancies shall be filled by the most qualified (section A.2 of this article).
- J. The Association will be notified of the potential reduction in personnel at least ten (10) days before the layoff notices are distributed to the bargaining unit members. Bargaining unit members being laid off shall receive a 60-calendar day notice in writing before the effective date of layoff for layoffs during the summer months and no less than one (1) full semester for layoffs during the school year.
- K. The Board shall give email and written notice of layoff or recall from layoff by sending a registered letter or certified letter to the bargaining unit member at their last known address. It shall be the responsibility of the bargaining unit member to notify the Board of any change in address. The bargaining unit member shall have a minimum of 10 calendar days to respond to a recall notice.
- L. The certification and qualifications used to determine an employee's layoff will be those on file with the District Office at the time the layoff occurs. Likewise, the certification and qualifications used to determine recall from layoff will be those on file with the District Office

at the time the notice of recall is issued. It is the employee's responsibility to notify the Superintendent in writing of any errors in their records or of any changes to their certification or qualifications as they occur.

- M. A bargaining unit member refusing an offer of recall to a position for which the bargaining unit member is adequately certified and most qualified per section A.2 of this article, and which is equivalent to the one from which they were laid off shall be deemed a resignation and shall result in forfeiture of the further right of recall. The only exemption from this shall be if the bargaining unit member is under contract with a different Michigan School District at the time of recall. In such a case, the bargaining unit member shall be given 4 weeks from the recall date before reporting for duty. Should the bargaining unit member refuse that option, they shall be deemed to have resigned as set forth above.
- N. Bargaining unit members laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article 15 until the end of the following month of the beginning of layoff. After that, a laid-off bargaining unit member may continue their insurance benefits in accordance with the MESSA's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

A. 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.
- O. Upon recall from lay off, seniority, and all other benefits under this Agreement shall be restored to the employee.

- P. 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 11: 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. The district shall provide a space in each building for teachers to send dysregulated students.
- C. Whenever the classroom teacher or the principal suspects 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.
- D. 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.
- E. The Board recognizes its responsibility to give support and assistance to employees with respect to maintenance of control and discipline in the classroom. When standard classroom management is insufficient to correct student misbehavior, the administration shall provide immediate assistance to restore the learning environment.
- F. With respect to maintenance of control and student discipline, the district will provide professional development specific to the issue of student discipline.
- G. The district shall also provide clear communication to ensure a common understanding of what constitutes Tier 1, 2, or 3 behavior.
- H. When receiving a student with severe behavior issues, the district shall provide specific information and communication to support the receiving teacher before the addition of the student to the class. Administrators will inform staff that additional communication and support may be necessary for students with severe behavior issues.
- I. Each spring, the District and Association shall meet to jointly review student handbooks.
- J. The district agrees to pursue grant options for support services subject to available staffing responsibilities.
- K. A teacher may exclude a pupil or a student from another program from a class period when the grossness of the offense, the persistence of the behavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. The principal will be provided a written statement of the incident as soon as teaching duties allow.
- L. The Board shall provide legal counsel to any employee assaulted while in the pursuance of his/her work, as provided by the district's insurance policies.

- M. If an employee injury arises out of and in the course of employment for the District, the District shall pay the employee his or her normal compensation for the first seven days following that injury. This shall be in compliance with Article 8. A. 4.
- N. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher; provided, the Board in its exclusive discretionary determination concludes that said incident is not attributable due to neglect, act or omission of such teacher.

TA Note: The district agrees to hire a district substitute.

ARTICLE 12: DISTRICT PROVIDED PROFESSIONAL DEVELOPMENT

- A. The length of each professional development session shall be either one (1) full day or one-hour increments. Full professional development days shall begin at 8:00 and end no later than 3:00 p.m.
- B. District Provided Professional Development (DPPD) days will consist of at least four (4) full days and six (6) one-hour meetings. DPPD will be planned by the district Instructional Leadership Team with input from the Association.
- C. Employees who miss a required staff meeting will use one (1) hour of sick leave for each missed meeting. An additional hour of sick leave will not be charged if:
 - 1. the employee is out on sick leave,
 - 2. the employee is on school related business excluding practices,
 - 3. the employee is excused due to previously approved professional development.

ARTICLE 13: EXTERNAL PROFESSIONAL IMPROVEMENT

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

ARTICLE 14: PROFESSIONAL COMPENSATION

- A. The basic salaries of employees covered by this Agreement are set forth in Appendix I which is attached to and incorporated in this Agreement.
- B. Movement to the next step shall occur each year of the contract.
- C. Employees new to the district shall be placed at Step 1. Additional experience may be granted with approval of the Association President.

- D. Personnel assigned to a teaching position and working toward earning their first teaching certificate, but not yet certified, shall be placed at Step 1 until completion of their certification. Experience credit on the salary schedule will be granted upon completion of certification.
- E. Longevity payments shall be paid each year as follows:
1. Beginning with the 2026-2027 school year, after a teacher has completed five (5) consecutive years of service with the District, based on his/her date of hire, will receive an annual stipend of \$1,500.
 2. After a teacher has completed ten (10) consecutive years of service with the District, based on his/her date of hire, will receive an annual stipend of \$2,000.
 3. After a teacher has completed fifteen (15) consecutive years of service with the District, based on his/her date of hire, will receive an annual stipend of \$2,500.
 4. A teacher with twenty (20) or more consecutive years of service with the District will receive an annual stipend of \$3,000.
 5. A teacher with twenty-five (25) or more consecutive years of service with the District will receive an annual stipend of \$3,500.
 6. A teacher with thirty (30) or more consecutive years of service with the District will receive an annual stipend of \$4,000.
 7. The annual stipend will be paid by the last pay in June.
- F. Compensation for extra duty assignments shall be paid as set forth in Appendix II which is attached to and incorporated in this Agreement.
- G. 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.
- H. Paystubs will include the tier and level of an employee's placement.
- I. Employees who perform lunch hour supervision shall be compensated at the rate of \$22.50 per period.
- J. A teacher shall notify the Superintendent in writing if the teacher believes completed coursework entitles the teacher to an increase in compensation under the terms of this Agreement. The notification shall take place at least 20 workdays (M- F) except holidays, prior to the beginning of each semester. Official documentation, i.e., transcript or grade report card indicating successful course work completion must be presented to the Superintendent's office for verification before any movement on the pay scale will occur. This documentation must be received no later than six (6) weeks after the beginning of the semester and payment shall be retroactive to the beginning of that semester.

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

- K. 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.
- L. 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
- M. If by mutual consent a teacher shall teach more than the normal teaching load as set forth in Article 5, he shall receive one-sixth (1/6) of his / her salary for the duration of the additional assignment.
- N. Teachers who substitute during their preparation period shall be compensated at the rate of forty-five dollars (\$45.00) per class period. (See Article 5 C. 6.)
1. No regularly assigned teacher shall be used as a substitute teacher except in case of emergency. The failure of a substitute to arrive on schedule or the inability to secure a qualified substitute shall be considered an emergency.
 2. If a teacher substitutes twenty-five (25) minutes or less, he shall be compensated at half (1/2) the substitute rate. If a teacher substitutes more than twenty-five (25) minutes, he shall be compensated at the full substitute rate.
 3. A teacher may volunteer to fill in for a colleague for no compensation.
 4. Teachers who substitute during their preparation period shall have the option of accumulating five (5) of these periods per semester and requesting one (1) release day for their effort. Only one (1) day can be taken per semester and only two (2) release days can be taken on any one (1) calendar day by any staff member and must be requested five (5) days in advance. Once five (5) substitute hours are accumulated, the release day can be taken in the immediately following semester, but not in any semester thereafter.
 5. When a general education teacher attends more than four IEP's during their plan time per year, they shall be compensated at forty-five dollars (\$45.00) per plan period missed. Paragraph L2 above shall apply to IEP attendance as well.
- O. 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 forty-five dollars (\$45.00) per hour.

- P. Upon retiring (under the school employees' retirement system) from the District, a teacher who has taught for at least ten (10) years for the Pottersville Public Schools shall be compensated for any unused accumulated sick leave at the rate of forty-five dollars (\$45.00) per day.
- Q. In situations where teachers perform duties (beyond normal instructional responsibilities) which go beyond the normal workday (excluding those duties for which the teacher is being compensated on the extra-duty schedule or elsewhere by contract), and when such work is requested and approved by the Administration; then the teacher shall receive equal compensatory time off or be paid forty-five dollars (\$45.00) per hour in lieu of compensatory time. Said time will be taken at times mutually agreeable.
- R. 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.
- S. A rate of \$50/hour will be compensated for student instructional time for homebound services. Compensation will not include planning time due to the increased hourly rate. These hours must have prior approval and be submitted to the administrator. The administration and association shall meet to agree on the parameters of homebound service responsibilities on a case by case basis.

ARTICLE 15: INSURANCE PROTECTION

- A. Medical Insurance: The Association shall choose the carrier, plan and plan parameters for the bargaining unit. The employer shall pay the maximum health insurance cap contribution levels as provided by PA 152 of 2011, including the statutory increases to those respective cap amounts. There shall be no sharing of District premium contributions (i.e., no "smoothing") between bargaining unit members.
 - 1. One school year of service will earn an employee 12 months of insurance. Employee paid insurance premium contributions will be divided equally between the number of pays (see Article 14 G) chosen by the employee.
 - 2. Employees selecting insurance coverage who are hired after the beginning of the school year will only be responsible for premium contributions beginning the month when coverage begins.

B. Ancillary Insurance Coverages:

Indemnity Coverage:	Accident, Critical Illness, Hospital Indemnity
Negotiated Life:	\$1000 w/AD&D
Negotiated Long Term Disability:	66 2/3%
	\$3,500 maximum
	90 calendar days – modified fill
	Pre-Existing Condition Waiver - Yes
	Freeze on Offsets - Yes
	Alcoholism/drug 2-year limitation

Mental/nervous 2-year limitation
COLA - No

Vision (Plan Year is June to May): MESSA Vision Preferred
Delta Dental (Plan Year is July to June): Diag & Prev: 100%
Basic Services: 80% (X-Rays)
Major Services: 80%
Annual Max: \$1000
Ortho: 80%
Lifetime Max \$800
Riders: 2 cleanings

- C. Employees not selecting medical insurance shall receive the listed ancillary insurance benefits plus \$416 each calendar month in cash-in-lieu. The anticipated full amount for each employee opting for cash-in-lieu will be divided equally between the number of pays (see Article 14 D) chosen by the employee. The District and Association shall mutually agree upon a plan to comply with IRS Section 125 requirements.
- D. When spouses are both members of the bargaining unit, one shall be eligible for medical insurance and the other shall be eligible for ancillary insurance and Cash in Lieu only.
- E. All district paid insurance premiums end August 31 if a bargaining unit member is not to return the following school year.
 - 1. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to ensure uninterrupted participation and coverage.
 - 2. In instances where the cost of coverage exceeds the amount of the district's portion, the Board shall make provisions for the excess to be payroll deductible.
- F. Part-time employees shall receive a pro-rated portion of fringe benefits.
- G. At the beginning of each school year, and thereafter upon request, the business office shall provide employees information on all insurance programs funded by the Board.
 - 1. Applications and re-enrollment forms will be readily available at the fall staff orientation meeting and thereafter at the business office during normal office hours.
 - 2. Eligible employees shall be responsible to take appropriate forms and return complete applications and/or re-enrollments during the established open enrollment period(s) in order to be eligible for insurance.
 - 3. Upon request, the business office will provide employees with claim forms and reasonable assistance in making proper application and/or re-enrollment for insurance programs.
 - 4. For employees selecting cash in lieu, as required by the ACA, proof of medical insurance must be provided to the district annually before cash in lieu will be paid. Failure to provide proof of medical insurance will result in a monthly loss of cash in lieu benefits until proof is provided. Lost benefits will not be provided retroactively.
- H. All payroll deductions made pursuant to this Article and Board paid option benefits will be transmitted in a timely manner or as required by the carrier or agency.

ARTICLE 16: CONTINUITY OF OPERATION

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

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

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

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

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

ARTICLE 17: NEGOTIATIONS PROCEDURES

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

ARTICLE 18: 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 Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436.

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

ARTICLE 19: 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 1 of the Master Contract. *
 - I. Sick leave and personal leave shall accrue and be credited as provided in Article 8.
 - J. Bargaining unit members in a shared job assignment shall receive fringe benefits on a pro-rata basis in accordance with Article 15 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. Working half (1/2) day, a.m. or p.m., 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 20: CONTINUOUS IMPROVEMENT PLANS

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

- C. Individual participation in the ~~SIP~~ MICIP planning and/or MICIP team shall be voluntary.
- D. The Association shall appoint representatives to the District Level MICIP team.

ARTICLE 21: DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2026, and shall continue in effect until June 30, 2029. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

POTTERVILLE EDUCATION ASSOCIATION, MEA/NEA

BY: Karla McLoay

Anna Marie Wolosyn

POTTERVILLE BOARD OF EDUCATION

BY: Michelle Falcon
Superintendent

Sarah C. Vandenberg
President of the Board

Appendix I**2026-2027 Salary Schedule**

Steps	BA	BA18	BA30/MA	BA45/MA15
1	\$43,468	\$45,196	\$46,924	\$49,321
2	\$45,058	\$46,816	\$48,584	\$51,041
3	\$46,648	\$48,436	\$50,244	\$52,761
4	\$48,238	\$50,056	\$51,904	\$54,481
5	\$49,828	\$51,676	\$53,564	\$56,201
6	\$51,418	\$53,296	\$55,224	\$57,921
7	\$53,008	\$54,916	\$56,884	\$59,641
8	\$54,598	\$56,536	\$58,544	\$61,361
9	\$56,188	\$58,156	\$60,204	\$63,081
10	\$57,778	\$59,776	\$61,864	\$64,801
11	\$59,368	\$61,396	\$63,524	\$66,521
12	\$60,958	\$63,016	\$65,184	\$68,241
13	\$62,548	\$64,636	\$66,844	\$69,961
14	\$64,138	\$66,256	\$68,504	\$71,681
15	\$65,728	\$67,876	\$70,164	\$73,401
16	\$68,908	\$71,116	\$73,484	\$76,841

One (1) % for Specialist

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

2027-2028 Salary Schedule

Steps	BA	BA18	BA30/MA	BA45/MA15
1	\$44,337	\$46,100	\$47,862	\$50,307
2	\$45,959	\$47,752	\$49,556	\$52,062
3	\$47,581	\$49,405	\$51,249	\$53,816
4	\$49,203	\$51,057	\$52,942	\$55,571
5	\$50,825	\$52,710	\$54,635	\$57,325
6	\$52,446	\$54,362	\$56,328	\$59,079
7	\$54,068	\$56,014	\$58,022	\$60,834
8	\$55,690	\$57,667	\$59,715	\$62,588
9	\$57,312	\$59,319	\$61,408	\$64,343
10	\$58,934	\$60,972	\$63,101	\$66,097
11	\$60,555	\$62,624	\$64,794	\$67,851
12	\$62,177	\$64,276	\$66,488	\$69,606
13	\$63,799	\$65,929	\$68,181	\$71,360
14	\$65,421	\$67,581	\$69,874	\$73,115
15	\$67,043	\$69,234	\$71,567	\$74,869
16	\$70,286	\$72,538	\$74,954	\$78,378

One (1) % for Specialist

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

Salary schedules for the 2028-2029 school year shall be negotiated through a reopener for financial improvements commencing March of 2028.

Longevity Schedule

The annual stipend will be paid by the last pay in June.

	BA	BA18	BA30/MA	BA45/MA+15
5-9 years	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
10-14 years	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
15-19 years	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
20-24 years	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
25-29 years	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500
30+ years	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000

APPENDIX 2: EXTRA DUTY ASSIGNMENTS (SCHEDULE B)

BASE COMPENSATION AND PAYMENT STRUCTURE

All Schedule B stipends shall be calculated using a base amount of **\$35,000**.

Stipends shall be determined by applying the assigned percentage for each position to the \$35,000 base.

Athletic stipends shall be paid as a lump sum at the conclusion of the seasonally scheduled activity.

Non-athletic positions shall be paid as a lump sum at the conclusion of the school year. Any non-athletic position over \$1000 may be paid over the employee's selected payroll schedule (20 or 24 pays). It shall be the responsibility of the employee to notify his/her direct supervisor of the selected payment option at the commencement of duties for the assigned position. If no selection is made, the default payment method shall be a lump sum payment issued after the final teacher workday of the school year.

LONGEVITY PAY (COACHING ONLY)

Longevity pay shall apply only to athletic coaching positions listed within Schedule B.

Calculation of Longevity Pay

Longevity pay shall be calculated as follows:

Longevity Pay = $((35,000 \times \text{Position Percentage}) \times 0.07) \times (\text{Years in Position} - 5)$

- "Years in Position" shall be defined as consecutive years served in the same coaching assignment within the District
- The first five years in a position shall not generate longevity pay

Longevity Cap

Longevity pay shall be capped at a maximum of twenty (20) years, resulting in a maximum multiplier of fifteen (15).

APPLICATION AND ACCESS

All Schedule B positions shall be:

- A. Posted annually by District Office
- B. Open to all qualified staff members
 - a. For non-athletic positions, preference shall be given to staff assigned to the building in which the activity occurs

CLUB APPLICATION PROCESS

In order to meet the needs of students, clubs shall be determined annually each fall, no later than the end of the third student week of school by submitting a Club Request Form (Appendix 2A).

The building principal shall review all submissions and collaborate with the District Office to determine which clubs will be approved to operate under Schedule B for the school year.

Submission of a Club Request Form does not guarantee approval.

Clubs proposed after the deadline may be considered only upon approval of the building principal. Approval shall be based on available capacity within the building's allocated club positions and alignment with student needs and district priorities.

CLUB REQUIREMENTS

In order to receive full Schedule B compensation, all club advisors must meet the following requirements:

Minimum Time Requirement

- A minimum of twenty (20) total hours of student contact time outside of contractual hours shall be completed

Definition of Non-Contractual Time shall include:

- Before school
- After school
- Lunch periods

Attendance Requirement

- An average of at least eight (8) students must be in attendance at each meeting for the meeting to count toward the minimum requirements
- The club advisor shall be responsible for maintaining accurate attendance records for all meetings

Documentation Requirements

The following documentation shall be submitted to building principal no later than Memorial Day Weekend

- Sign-in sheets for all meetings
- End-of-year wrap-up form (Appendix 2B)

Failure to meet the minimum average attendance of eight (8) students over 20 hours of meetings shall result in no compensation, unless otherwise determined by Human Resources based on documented circumstances.

EXTRA DUTY ASSIGNMENT TABLE

VARSITY HEAD COACHING			
Position		%	Stipend
FALL			
Varsity Football		8.5%	\$2,975
Fall Weight Room		2.0%	\$700
Varsity Cheer Fall		4.0%	\$1,400
Boys Varsity Soccer		8.5%	\$2,975
Varsity Volleyball		8.5%	\$2,975
Varsity Cross Country		8.5%	\$2,975
WINTER			
Varsity Boys Basketball		8.5%	\$2,975
Varsity Girls Basketball		8.5%	\$2,975
Winter Weight Room		2.0%	\$700
Varsity Cheer Winter		4.0%	\$1,400
Varsity Wrestling		8.5%	\$2,975
Varsity Girls Track		8.5%	\$2,975
SPRING			
Varsity Softball		8.5%	\$2,975
Varsity Boys Track		8.5%	\$2,975
Spring Weight Room		2.0%	\$700
Girls Varsity Soccer		8.5%	\$2,975
Varsity Boys/Girls Golf		8.5%	\$2,975
VARSITY ASSISTANT COACHING			
Position		%	Stipend
FALL			
Assistant Football		7.5%	\$2,625
Assistant Football		7.5%	\$2,625
Assistant Volleyball		7.5%	\$2,625
Assistant Boys Soccer		7.5%	\$2,625
WINTER			
Assistant Boys Basketball		7.5%	\$2,625
Assistant Boys Basketball		7.5%	\$2,625
Assistant Girls Basketball		7.5%	\$2,625
Assistant Girls Basketball		7.5%	\$2,625
SPRING			

Assistant Boys & Girls Track	7.5%	\$2,625
Assistant Baseball	7.5%	\$2,625
Assistant Baseball	7.5%	\$2,625
Assistant Softball	7.5%	\$2,625
Assistant Softball	7.5%	\$2,625
Assistant Girls Soccer	7.5%	\$2,625

JV & FRESHMAN HEAD COACHING

Position	%	Stipend
FALL		
Freshman Volleyball	7.0%	\$2,450
Girls JV Volleyball	7.5	\$2,625
WINTER		
Boys JV Basketball	7.5%	\$2,625
Girls JV Basketball	7.5%	\$2,625
Boys Freshman Basketball	7.0%	\$2,450
SPRING		
JV Baseball	7.5%	\$2,625

MIDDLE SCHOOL COACHING

Position	%	Stipend
FALL		
MS Football Head Coach	7.0%	\$2,450
Girl's 7th Volleyball	4.0%	\$1,400
Girl's 8th Volleyball	4.0%	\$1,400
MS Cross Country	7.0%	\$2,450
WINTER		
Girls 7th Basketball	4.0%	\$1,400
Girls 8th Basketball	4.0%	\$1,400
Boys 7th Basketball	4.0%	\$1,400
Boys 8th Basketball	4.0%	\$1,400
MS Wrestling	4.0%	\$1,400
SPRING		
MS Track	7.0%	\$2,450
MS Track	7.0%	\$2,450

PERFORMING ARTS / ACTIVITIES

Position	%	Stipend
----------	---	---------

Band Director	10%	\$3,500
Elementary Music Performance	2.0%	\$700
High School Choir Performance	2.0%	\$700
Honor Society Advisor	2.5%	\$875
Middle School Student Council Advisor	2.0%	\$700
High School Student Council Advisor	2.0%	\$700
High School Yearbook Advisor	2.5%	\$875
Middle School Yearbook Advisor	2.0%	\$700
Elementary Event Coordinator	2.0%	\$700
Elementary PBIS Coordinator	2.0%	\$700
Middle School PBIS Coordinator	2.0%	\$700
High School PBIS Coordinator	2.0%	\$700
Team Viking Coordinators (Up to 2)	2.0%	\$700
Elementary Process Champions (Up to 3)	2.0%	\$700
Middle School Process Champions (Up to 2)	2.0%	\$700
High School Process Champions (Up to 3)	2.0%	\$700
Mentor	2.0%	\$700

ACADEMIC / STUDENT SUPPORT

Position	%	Stipend
Single Class Advisor Per Grade (9-12)	2.4%	\$840
Split Class Advisor Per Grade (9-12)	Stipend= \$700/ # of Class Advisors	
Middle/ High School Dept Head- Science	2.0%	\$700
Middle/ High School Dept Head- Social Studies	2.0%	\$700
Middle/ High School Dept Head- Eng / Lang Arts	2.0%	\$700
Middle/ High School Dept Head- Math	2.0%	\$700
Middle School Overnight Field Trip Coordinator	2.0%	\$700
High School Overnight Field Trip Coordinator	2.0%	\$700
Middle School Multi-Day Field Trip Coordinator		\$100 per diem
High School Multi-Day Field Trip Coordinator		\$100 per diem

CLUBS/ TEAMS

Position	%	Stipend
Elementary OPEN Club	2.0%	\$700
Elementary OPEN Club	2.0%	\$700
Elementary OPEN Club	2.0%	\$700
Middle School OPEN Club	2.0%	\$700
Middle School OPEN Club	2.0%	\$700
Middle School OPEN Club	2.0%	\$700
High School OPEN Club	2.0%	\$700
High School OPEN Club	2.0%	\$700
Art Club	2.0%	\$700
Quiz Bowl Advisor	2.0%	\$700
LINKs Advisor	2.0%	\$700
Hope Club	2.0%	\$700
Quiz Bowl Advisor	2.0%	\$700



POTTERVILLE PUBLIC SCHOOLS

APPENDIX 2A: EXTRA DUTY ASSIGNMENTS (SCHEDULE B) – Club Request Form

Name of Staff Applying for a Club:

Date of Application:

Name of Proposed Club:

Target Grade(s) for the Club:

Describe the Purpose and Planned Activities of the Club:

Proposed Meeting Days/Times:

Materials Needed and Costs in Order to Run as a Club:

Space/Room Needed:

Number of Students Interested (or How Do You Know?)

Form due by _____ (by the end of the third week with students)

Principal Signature

Date

____ Approved ____ Denied

Superintendent Signature



POTTERVILLE PUBLIC SCHOOLS

APPENDIX 2B: EXTRA DUTY ASSIGNMENTS (SCHEDULE B) – Club Wrap Up Form

Due by _____ (the Thursday before Memorial Day)

Club Advisor:

Name of Club:

Number of Attendees on a Regular Basis:

Dates of Meetings (please attach sign-ins for each meeting):

Key Items the Students/Club Accomplished This Year:

Why should we run this club next year? Please explain.

APPENDIX 3A: 2026-27 CALENDAR

185 Teacher Days

175 Student Days



Pottersville Public Schools 2026-2027 Academic Calendar

Su	M	Tu	W	Th	F	Sa
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10		12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September
 September 1- No School- Staff PD Day
 September 2- No School- Staff PD Day & Student Orientation
 September 3- No School- Staff PD Day
 September 4-7- No School- Labor Day
 September 8- First Day of School
 September 11- Half Day of School (AM Only)

October
 October 14-15- Evening Conferences
 October 16- Half Day of School (AM Only)

November
 November 2- No School- Staff PD Day
 November 6- End of 1st Marking Period
 November 25- Half Day of School (AM Only)
 November 26-27- No School

December
 December 23-31- No School- Holiday Break

January
 January 1- No School- Holiday Break
 January 4- No School- Staff PD Day
 January 18- No School- Staff PD Day
 January 21- Half Day of School (AM Only)
 January 22- Half Day of School (AM Only)
 January 22- End of 2nd Marking Period

February
 February 12-15- No School- Winter Break
 February 16- No School- Staff PD Day

March
 March 3-4- Evening Conferences
 March 5- Half Day of School (AM Only)
 March 26- End of 3rd Marking Period
 March 29-31- No School- Spring Break

April
 April 1-2- No School- Spring Break
 April 26- No School- Staff PD Day

May
 May 27- Graduation
 May 28- No School- Staff PD Day
 May 31- No School- Memorial Day

June
 June 10- Half Day of School (AM Only)
 June 11- Half Day of School (AM Only) Students Last Day
 June 11- End of 4th Marking Period

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Su	M	Tu	W	Th	F	Sa
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Su	M	Tu	W	Th	F	Sa
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2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

SCHOOL TIME
Full Day: 8:00 a.m. - 2:45 p.m.
Half Day: 8:00 a.m. - 11:00 a.m.
* Afternoon/Evening Conferences are TBD
* Staff PD Day-Staff Professional Development
COLOR CODING:
No School- Yellow
Important Dates- Blue
Half Day- Red

APPENDIX 3B: 2027-28 CALENDAR

185 Teacher Days 175 Student Days



Pottersville Public Schools 2027-2028 Academic Calendar

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August
 August 18- No School- Staff PD Day & Student Orientation
 August 19- No School- Staff PD Day
 August 24- First Day of School
September
 September 3-6- No School- Labor Day
October
 October 6- Evening Conferences
 October 7- Half Day of School (AM Only)
 October 7- Evening Conferences
 October 8- No School- Staff PD Day
 October 15- No School- Staff PD Day
 October 22- End of 1st Marking Period
November
 November 1- No School- Staff PD Day
 November 24-25- No School
December
 December 20-31- No School- Holiday Break
January
 January 3- No School- Staff PD Day
 January 13- Half Day of School (AM Only)
 January 14- Half Day of School (AM Only)
 January 14- End of 2nd Marking Period
 January 17- No School- Staff PD Day
February
 February 16- Evening Conferences
 February 17- Evening Conferences
 February 18- No School- Staff PD Day
 February 21- No School- Staff PD Day
 February 22- No School- Staff PD Day
March
 March 23- End of 3rd Marking Period
 March 24-31- No School- Spring Break
April
 April 14- Half Day of School (AM Only)
 April 28- No School- Staff PD Day
May
 May 5- Half Day of School (AM Only)
 May 25- Graduation
 May 26- No School- Staff PD Day
 May 29- No School- Memorial Day
June
 June 7- Half Day of School (AM Only)
 June 8- Half Day of School (AM Only) Student's Last Day
 June 8- End of 4th Marking Period

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

Su	M	Tu	W	Th	F	Sa
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Su	M	Tu	W	Th	F	Sa
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2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Su	M	Tu	W	Th	F	Sa
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

SCHOOL TIME
 Full Day: 8:00 a.m. - 2:45 p.m.
 Half Day: 8:00 a.m. - 11:00 a.m.
 * Afternoon meeting Conferences are TBD
 * Staff PD Day- Staff Professional Development
COLOR CODING:
 No School- Yellow
 Important Dates- Blue
 Half Day- Red

APPENDIX 4: 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/permitted 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 5: 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/permitted 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.

Member

Member

Superintendent of Schools

SUMMARY OF SALARY

Base Salary \$ _____

Extra duties - Not under Tenure

_____ \$

_____ \$

_____ \$

Total _____ \$

Signature of Teacher

**APPENDIX 6: GRIEVANCE REPORT
FORM**

DISTRIBUTION OF FORM

POTTERVILLE PUBLIC SCHOOLS

Grievance # _____
School _____

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

LEVEL II

A. Date cause of grievance occurred: _____

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

2. List sections of subsections of 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

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

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).

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

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

APPENDIX 7: DONATED SICK DAY FORMS

Donated Sick Day Authorization Form

I authorize Pottersville Public Schools (PPS) to deduct the number of Sick days indicated below from my accumulated Sick Day balance and assign them to the recipient listed below, in accordance with _____.

Recipient Information

Name of Employee Receiving Sick days: _____

Donor Information

Donor Name: _____

Signature: _____

Number of Sick days Willing to Donate: _____

Association Acknowledgment (PEA)

PEA Representative Name: _____

Signature: _____

Date Received: _____

OFFICE USE ONLY

Donor Name: _____

Number of Sick days Donated: _____

Donated Sick days Request Form (Extraordinary Needs)

Employee Information

Name: _____

Position/Building: _____

Email/Phone: _____

Request Criteria (Must Meet All Conditions)

Please confirm the following:

- ☐ I am requesting Sick days due to extraordinary needs
 - ☐ I am within one pay period of exhausting my Sick days balance
 - ☐ This request is for an extraordinary need period impacting my ability to work
 - ☐ I understand there is no guarantee that days will be granted or that the full amount requested will be met
 - ☐ I understand that all requested days will be shared with administration
-

Leave Information

Current sick days/Personal Days Balance (approximate): _____

Estimated Date sick days Will Be Exhausted: _____

Dates of Requested Leave:

From: _____ To: _____

Number of Donated Sick days Requested (max 10): _____

Statement of Need (Required)

Provide a clear explanation of why the donated Sick days are necessary.
(Do not include detailed medical diagnosis unless you choose to.)

Employee Certification

I certify that this request is based on a legitimate crisis and that I am on the verge of exhausting my Sick days/ Personal Days balance. I understand the rules and limitations of the Donated Sick days program.

Employee Signature: _____

Date: _____

Executive Board Review Section (PEA) *(Internal Use)*

Date Received: _____

Eligibility Verified:

- ☐ Meets "extraordinary need" requirement
- ☐ Within one pay period of exhausting Sick days

Decision:

- ☐ Approved
- ☐ Denied

Number of Sick days Approved (max 10): _____

PEA Executive Board Representative: _____

Date: _____

Donated sick days – Donor Tracking List (Alphabetical Rotation)

Recipient Name: _____

Total Days Approved (max 10): _____

Directions for Use:

- List all approved donors in alphabetical order by last name
 - One Sick Day will be deducted from each donor in order
 - Continue rotation from top to bottom until approved days are exhausted
-

Donor List

#	Donor Name (Last, First)	Days Willing to Donate	Days Actually Taken
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____
5	_____	_____	_____
6	_____	_____	_____
7	_____	_____	_____
8	_____	_____	_____
9	_____	_____	_____
10	_____	_____	_____