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P.E.S.P.A.

Agreement

between the

Public Schools of Petoskey

Petoskey, Michigan

and the

Petoskey Educational Support Professionals Association

August 1, 2025
through
July 31, 2028

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SECTION 1 - BASIC CONTRACT PROVISIONS

Article 1.1
Preamble

This Agreement is entered into, effective August 1, 2025, between the Board of Education (the "Board"), of the Public Schools of Petoskey (the "District") and the MEA/NEA through its local affiliate, the Petoskey Educational Support Professionals Association (the "Association"). The signatories are the sole parties to this Agreement.

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

Article 1.2
Recognition

A. The Board recognizes the Association as the sole and exclusive bargaining representative of all regularly employed secretarial, custodial, maintenance, and paraprofessional aide personnel (including but not limited to academic aide, special education aide, media aide, preschool aide, vocational aide) whose work is six (6) hours per day or more, whether under contract or on leave. The representation covers all personnel assigned to newly created positions within the above classifications which are not primarily supervisory and administrative. The Board will not negotiate with or recognize any labor organization other than the Association for the duration of this Agreement.

B. All personnel represented by the Association in the above-defined bargaining unit shall, unless otherwise indicated, be referred to as "Bargaining Unit Members."

C. This Agreement excludes the Facilities Supervisor, Executive Assistant to the Superintendent, Administrative Assistant/Registrar, Administrative Assistant/Human Resources Specialist, Payroll and Benefits Clerk, Technology Support, and Technology Support Aide.

D. The term "Board" or "Employer" when used in this Agreement refers to the Board of Education of the Public Schools of Petoskey and, as appropriate, its executive and administrative employees.

Article 1.3
Payroll Deduction

A. The Board shall deduct from the pay of each Bargaining Unit Member from whom it receives authorization to do so and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs.

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B. The Association will defend, indemnify, and hold the Board, the District, individual Board members, and employees harmless against any costs, expenses, claims and damages, including attorney fees, which in any way relate to implementation or compliance with this Article.

Article 1.4
Financial Responsibility

A. The Board shall provide to the Association a list of Bargaining Unit Members employed or to be employed by the Board, along with the full- or part-time status and salary schedule status of each such employee.

B. The Association will defend, indemnify, and hold harmless the Public Schools of Petoskey, its Board of Education, individual School Board Members (past and present), Administrative employees and Agents against any and all claims, demands, costs, suits, damages, awards, judgments, or other forms of liability, including but not limited to back pay damages and all court or administrative costs that may arise from any action taken by the Board or its Agents for the purpose of complying with this Article. Any payment of any demand arising hereunder shall be made directly from the Association to the demanding party and at no time shall the Board be obligated to pay out any monies arising from any claims or demands that are brought or made due to this Article. It is expressly understood that the Association has the right to select counsel, if necessary, for any defense necessary under this Article and has the sole discretion regarding the settlement of any claim to which the Association may be responsible.

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

Article 1.5
Grievance Procedure

A. A "grievance" is a complaint based on an alleged violation of the express provisions of the Agreement. The term "days" means "workdays" except that during the summer, either "days" or "workdays" mean weekdays that the District's Central Office is open for business.

B. If a Bargaining Unit Member believes there is a grievance, he/she shall first discuss the alleged grievance with his/her immediate supervisor, either personally or accompanied by an Association representative if the Bargaining Unit Member elects to have such representation. The grievance shall be discussed within ten (10) workdays of the date of its occurrence or the date it should have reasonably been discovered.

C. If after the informal discussion with the immediate supervisor, a grievance still exists, the Bargaining Unit Member may invoke the formal grievance procedure. A written copy of the grievance shall be filed with the immediate supervisor within five (5) workdays of the discussion. If the grievance involves more than one (1) work location, it may be filed with the Superintendent or designee.

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Written grievances shall:

1. Be signed by the grievant or grievant(s);

2. Be specific;

3. Contain a synopsis of the facts giving rise to the alleged violation;

4. Cite the section or subsection(s) of the Agreement alleged to have been violated;

5. Contain the date of the alleged violation; and

6. Specify the relief requested.

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

D. Within five (5) workdays of receipt of the grievance, the immediate supervisor shall meet with the Association in an effort to resolve the grievance. After consultation with the Association, the immediate supervisor shall indicate in writing the disposition of the grievance within five (5) workdays of the meeting and shall furnish a copy to the grievant(s) and the Association.

E. If the Association is not satisfied with the grievance disposition, or if no disposition has been made within five (5) workdays of the meeting, or ten (10) workdays from the filing date, the Association may submit the grievance to the Superintendent or designee no later than fifteen (15) workdays from the date of filing. Within ten (10) workdays, the Superintendent or designee shall meet with the Association on the grievance and shall issue a written disposition of the grievance within ten (10) workdays of the meeting and shall furnish a copy to the grievant(s) and the Association.

F. If no resolution of the grievance has occurred within ten (10) workdays after conclusion of the previous mediation step, the Association may submit the grievance to the Board of Education.

Within ten (10) workdays of the transmittal, the Board or its designee shall hold a hearing on the grievance and shall issue a written disposition within ten (10) workdays of the hearing and shall furnish a copy to the Association.

G. If the Association is not satisfied with the Board's grievance disposition, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. The Association shall inform the Board of its intent to demand arbitration within ten (10) workdays of the Board's grievance disposition. If the parties cannot agree to an arbitrator within five (5) workdays from the arbitration notice date, the Association shall file a demand for arbitration with the American Arbitration Association. The arbitrator shall be selected by the American Arbitration Association in accord with its rules, which likewise govern the arbitration proceeding. Both parties will be bound by the arbitrator's award and judgment thereon may be entered in any court of competent jurisdiction.

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1. The fees and expenses of the arbitrator and the American Arbitration Association shall be shared equally by the parties.

2. The powers of the arbitrator are subject to the following limitations:

   a. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

   b. The arbitrator shall have no power to establish salary schedules.

   c. The arbitrator shall have no power to change any practices, policies, or rules of the Board or substitute his/her judgment for that of this Board as to the reasonableness of any such policy, practice, rule, or other action taken by the Board.

   d. The arbitrator shall have no power to decide any questions, which under this Agreement are within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibilities of management and shall so construe the Agreement that there shall be no interference with such responsibilities except as they may be specifically limited by this Agreement.

   e. The arbitrator shall have no power to interpret State or Federal law.

   f. A grievance for which the arbitrator is selected may not be withdrawn except by the parties' mutual consent.

   g. The arbitrator shall not consider more than one grievance at the same time except with the parties' express written mutual consent, but only if the grievances are of similar nature.

H. The time limits provided in this Article shall be strictly observed but may be extended by the parties' written agreement.

I. Notwithstanding this Agreement's expiration, any claim or grievance arising thereunder, and before its expiration, may be processed through the grievance procedure until resolution.

J. For the purpose of assisting a Bargaining Unit Member or the Association in processing grievance, the Board shall permit the Bargaining Unit Member and/or Association representative access to files or records of the Board which pertain to the Bargaining Unit Member or which contain information reasonably necessary for the processing of the grievance. Confidential letters of reference secured from sources outside the District and records, which are not accessible under law, shall be excluded from inspection.

K. A Bargaining Unit Member who must be involved in the grievance procedure during the workday shall be excused with pay for that purpose. The Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for Association release time.

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

Article 1.6
Information

A. The Board will furnish to the Association, in response to written requests, all public information about the District's financial resources, including, but not limited to, annual reports and audits, register of personnel, budgetary requirements and allocations, agenda and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all Bargaining Unit Members, wages paid, and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the Association, together with information which may be necessary for the Association to process any grievance or complaint.

B. The Board or its representative will make efforts to discuss with the Association any major policy revision which will affect Bargaining Unit Members.

C. Unless required by law, the rights granted to the Association shall not be granted or extended to any competing labor organization.

Article 1.7
Equal Employment Opportunity

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

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SECTION 2 - EMPLOYMENT RELATIONSHIPS

Article 2.1
Vacancies, Promotions and Transfers

A. A vacancy is defined as a position previously held and permanently vacated by a Bargaining Unit Member, which the Board decides to fill, or a newly created position within the bargaining unit. When a position previously held by a Bargaining Unit Member is permanently vacated, the Board shall, within ten (10) workdays, notify the Association in writing of its intent to post, delay posting, or not fill the position. Delays in posting shall be stated for a specific amount of time. No vacancy shall be filled until it has been posted for at least five (5) workdays. The posting shall contain the following information.

1. Type of work
2. Location of work
3. Start date
4. Pay rate per schedule
5. Hours to be worked
6. Classification
7. Qualification

Interested Bargaining Unit Members shall apply in writing to the Personnel Office within the five (5) workday posting period.

B. Whenever a vacancy occurs, the Personnel Office shall publicize the same by giving e-mail notice to each Bargaining Unit Member, including any Bargaining Unit Member who is laid off or on leave of two (2) weeks or more. Each Bargaining Unit Member who is laid off or on leave of two (2) weeks or more shall provide the Superintendent's Office with his/her current e-mail address.

C. Vacancies shall be filled with the most qualified candidate, as determined by Administration. When candidate qualifications are equal, the candidate with the most seniority in the classification shall be awarded the position. If a Bargaining Unit Member from a different classification is a candidate for a position along with candidates from outside the bargaining unit, the Bargaining Unit Member shall receive preference over outside applicants if the Bargaining Unit Member's qualifications are equal or superior to those of the outside applicant(s). The Board has the right to determine who should be employed to fill a particular vacancy; provided, that the determination does not violate this Agreement.

D. Within fifteen (15) workdays after the vacancy has been filled, each Bargaining Unit Member who was an applicant and the Association President shall receive written notice of the Employer's decision. Within thirty (30) days after the expiration of the posting period, the Employer shall, upon Association request, notify the Association President of the vacancy’s status.

E. Any Bargaining Unit Member may request a transfer after the satisfactory completion of the probationary period of forty-five (45) workdays. The Bargaining Unit Member shall remain in any new assignment for a period of one (1) year before being eligible to apply for another transfer unless

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conditions prevail when a change is in the best interests of the Board and the Bargaining Unit Member.

F. In the event of promotion or transfer, the Bargaining Unit Member shall receive a 45-work day trial in which to show his/her ability to perform the new job. The Employer shall give the promoted or transferred Bargaining Unit Member reasonable assistance to enable him/her to perform to the Employer's standards on the new job. If the Bargaining Unit Member is unable to demonstrate ability to perform the work required during the trial period or if the affected Bargaining Unit Member desires to return to his/her previous assignment during the trial period, then the Bargaining Unit Member shall be returned to the previous assignment.

G. Non-probationary Bargaining Unit Members who request transfers shall receive preference to available vacancies as set forth in Article 2.1 C. Requests for transfer shall be made in writing to the Personnel Office.

H. Bargaining Unit Members who are either transferred or promoted to a different job shall not receive a lower rate of pay because of the assignment change. Also, a Bargaining Unit Member who is promoted shall receive no less than a fifty cent ($0.50) an hour increase in pay. After successfully completing one (1) year of service in the new Article position, the Bargaining Unit Member shall be placed on the same step (s)he was on at the time of the promotion, plus the normal increment.

I. Involuntary transfers of non-probationary Bargaining Unit Members are to be used only for reasonable and just cause.

J. Any Bargaining Unit Member who temporarily assumes the duties of another Bargaining Unit Member in a higher group on the wage rate schedule will be paid the regular rate for those duties at the Bargaining Unit Member's own step of the group to which he/she is being transferred. A Bargaining Unit Member's pay rate shall not be reduced as the result of any temporary change in duties.

Article 2.2
Association Activities

A. The Association and its local representatives have the right to use school buildings at all reasonable hours for meetings which do not interfere with the assigned functions of the regular program. No charge shall be made for use of the buildings before the beginning of the workday nor until 10:00 p.m., subject to Board policy.

B. The Association is permitted to transact official Association business on school property at all reasonable times, provided that it does not interfere with, or interrupt, normal operations. Association representatives who are not Bargaining Unit Members shall notify the Administration of their presence when entering school buildings during business hours.

C. A bulletin board and daily access to email on a District computer as well as other established communication media shall be made available to the Association and its members within each building when Bargaining Unit Members report for duty.

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D. Association members have the right to distribute Association material to other Bargaining Unit Members if the distribution does not interfere in the normal operation of the work area or job performance.

E. Association members are permitted to use school equipment including phones, computers, copying machines, calculating machines, and audio- visual items, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to that use.

F. If the Association President or designee receives permission or is requested by the Board to participate in conferences or meetings during workhours, he/she shall suffer no pay loss or be required to make up lost time and, when possible, substitute service shall be provided.

G. Association members who work the afternoon shift have the right to be excused to attend Association meetings. Those members shall notify their supervisor(s) of their intent to attend in advance and shall finish their regular duties immediately after the meeting. Hours missed to attend Association meeting shall be made up without pay at the conclusion of the regular shift. Make-up hours shall not result in overtime compensation. An employee must opt to work during their lunch and break times to make up the time missed.

Article 2.3
Bargaining Unit Member Protection

A. Bargaining Unit Members are not required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. The Employer shall produce at the onset of each school year a health and safety training schedule that provides in-service opportunities to all Bargaining Unit Members on topics including, but not limited to, administration of medications, handling of blood borne pathogens, and crisis response.

B. The Employer shall support and assist Bargaining Unit Members with the maintenance of control and discipline of students in the Bargaining Unit Member's assigned work area. The Employer or its designee shall take reasonable steps to correct the situation when a Bargaining Unit Member requests assistance with students who are disruptive or who repeatedly violate rules and regulations. As appropriate under all of the circumstances, a Bargaining Unit Member may use reasonable physical force on a student as necessary to maintain order and control in a school or school-related setting for the purpose of providing an environment conducive to safety and learning and only for the limited purposes identified in Revised School Code § 1312.

C. If a Bargaining Unit Member is assaulted while on duty, the assault shall be promptly reported to his/her immediate supervisor. If the supervisor is not available, the Central Administration Office shall be called. The Board will render all reasonable non-economic assistance to the Bargaining Unit Member in connection with the handling of the incident by law enforcement and judicial authorities. At the request of the Bargaining Unit Member, the Administration shall authorize the school attorney to conduct an initial consultation with the member at no cost to the Bargaining Unit Member.

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D. If a complaint is made by any person or group of persons against a Bargaining Unit Member, administration will immediately review the complaint to determine whether an investigation is warranted. If administration determines investigation is warranted, administration will not complete the investigation without first interviewing the Bargaining Unit Member about the allegations. Upon completion of the investigation, the Bargaining Unit Member shall receive full information (to the extent permitted by law) as to the investigation conducted. This information shall include but not be limited to the name of the complainant and any witnesses, date of complaint and/or incident, and the specific nature of complaint.

E. Bargaining Unit Members shall not be held responsible for the administration or supervision of the building. During school hours Bargaining Unit Members shall be provided with two-way radios for communicating with administration during emergencies. Bargaining Unit Members shall be provided with an emergency contact list if assistance is needed with the administration or supervision of the building.

Article 2.4
Bargaining Unit Member Improvement

A. The parties support the principle of continuing education for Bargaining Unit Members and participation by Association members in their professional organizations.

B. The Superintendent or designee shall meet with the Association representative(s) before October 1 to identify conferences/training sessions that will benefit the District and Bargaining Unit Members. For conferences/training sessions that are approved in advance, the expenses shall be paid in accordance with the Board's travel policy.

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

Article 2.5
Seniority

A. Seniority is defined as the length of service within the District as a regularly employed Bargaining Unit Member. Accumulation of seniority shall begin from the Bargaining Unit Member's first workday. A paid holiday shall be counted as the first workday in applicable situations. If more than one Bargaining Unit Member has the same start date, position on the seniority list shall be determined by drawing lots. This drawing shall be conducted by the Administration in the presence of the Association President or designee and shall be done openly in a randomized, mutually agreed-on manner, with the methodology for determining the winner explained before the drawing occurs. The Association shall provide notice to the affected employees, who have the right to attend the drawing.

B. Probationary Bargaining Unit Members have no seniority until the completion of the probationary period at which time their seniority shall revert to their first workday.

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C. All Bargaining Unit Members shall hold dual seniority dates. The first shall reflect his/her most recent hire date by the District. The second shall reflect his/her most recent date of District employment in one of its classifications. All Bargaining Unit Members shall be placed in one of the following classifications based on their current assignment:

1. Custodial
2. Secretarial
3. Maintenance
4. Paraprofessional Aide

D. The Employer shall prepare, maintain, and post the seniority list. The initial seniority list shall be prepared and e-mailed to all Bargaining Unit Members within thirty (30) workdays after the effective date of this Agreement with revisions and updates prepared and e-mailed semi-annually thereafter. An e-mail copy of the seniority list and subsequent revision(s) shall be furnished to the Association. If the Association does not report written changes to the Personnel Office within twenty (20) days of receipt of the list, the list shall be considered correct and acceptable to all Bargaining Unit Members.

E. A Bargaining Unit Member shall lose his/her seniority rights if he/she retires, resigns, or is discharged for just cause.

Article 2.6
Staff Reduction

A. When a reduction in the work force is necessary, Bargaining Unit Members shall be laid off in accordance with their seniority in that classification; that is, the employee with the least seniority in that classification shall be laid off first. In selecting employees for layoff, the District shall retain those Bargaining Unit Members with the greatest classification seniority provided they are properly qualified and able to perform the essential job functions of the available work.

B. Whenever a Bargaining Unit Member is to be laid off, the District shall notify the Bargaining Unit Member and the Association President at least twenty (20) workdays before the layoff, except in emergencies.

C. Laid off Bargaining Unit Members shall be recalled in accordance with classification seniority; that is, the Bargaining Unit Member with the greatest seniority in that classification shall be rehired first; provided he/she is qualified and able to perform the duties of the open job. When rehiring laid off Bargaining Unit Members, the District will notify them by certified mail at the last known address. If the Bargaining Unit Member does not notify the District within ten (10) workdays from the notice's mailing date that he/she will report for work on the date specified or give justifiable reason(s) for delay, as determined by the Superintendent, beyond such time, he/she shall be considered as having quit and all seniority shall be terminated. If the person called is not readily available, the District may call the next Bargaining Unit Member in line or a substitute for the approved delay.

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D. The Board reserves the right to establish and, after consultation with the Association, revise specific job qualifications for each position within the Bargaining Unit. This right shall not be interpreted as a waiver of the Association's right to bargain changes in job descriptions. The Board shall furnish to any Bargaining Unit Member, on request, a copy of the qualifications, or revised qualifications for any Bargaining Unit position.

Article 2.7
Bargaining Unit Member Evaluation

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

A. All formal monitoring or observation of the work of each Bargaining Unit Member shall be conducted in person and with the full knowledge of the Bargaining Unit Member. The use of eavesdropping, public address, audio systems and similar surveillance devices is strictly prohibited for purposes of observation.

B. Evaluations shall be conducted by the immediate supervisor through personal observation or personal knowledge of the Bargaining Unit Member's work. Normal observations shall be for time periods that accurately sample the Bargaining Unit Member's work. Each Bargaining Unit Member shall be evaluated on the actual performance of the job duties and/or responsibilities. Work outside the Bargaining Unit Member's school-assigned duties shall not be evaluated. Observations shall be completed by May 31st each year.

C. The form used for evaluation shall be jointly developed by the Board or its designee and the Association and shall be attached to this Agreement.

D. Each evaluation shall include a conference with the evaluator. All evaluations shall be reduced to writing and a copy given to the Bargaining Unit Member within ten (10) workdays of the evaluation conference. If a supervisor believes a Bargaining Unit Member is doing unacceptable work, the specific deficiencies shall be identified, as well as specific strategies for improvement, and the related assistance from the Employer.

E. The Bargaining Unit Member shall sign and receive a copy of the evaluation report prepared by the evaluator. The Bargaining Unit Member's signature shall not be construed to mean that he/she necessarily agrees with the evaluation. A Bargaining Unit Member may submit additional comments to the written evaluation, which shall be attached to the evaluation file copy. All written evaluations shall be placed in the Bargaining Unit Member's personnel file.

F. Each new employee hired by the District is subject to a forty-five (45) workday probationary period before determination is made to employ that person as a regular staff member. During the 45 workday probationary period, the probationary employee shall be evaluated at least two (2) times. All other Bargaining Unit Members shall be evaluated at least once each year.

G. A non-probationary Bargaining Unit Member who receives an overall unsatisfactory rating shall receive one thirty (30) day period during the employee's work season to raise his/her work

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performance to a satisfactory level. A new evaluation shall be issued at this time to determine improvement. If the new evaluation or subsequent evaluations contain an overall unsatisfactory rating, the requirement that the Bargaining Unit Member be given a thirty (30) day period to raise his/her work performance up to a satisfactory level does not apply.

H. Each Bargaining Unit Member's evaluation shall include the following statement at the conclusion of the report: Considering all factors, the work performance of this Bargaining Unit Member is __ Effective, __ Developing, __ Needing Support (check one).

I. For evaluation purposes, a Bargaining Unit Member is responsible to only one supervisor, to be designated by the Employer at the beginning of each contract year with written notice to each Bargaining Unit Member.

Article 2.8
Discipline

A. No non-probationary Bargaining Unit Members shall be dismissed, disciplined, or deprived of any contractual advantage without just cause. A Bargaining Unit Member shall be notified in advance of the purpose of the meeting at which disciplinary action is contemplated and is entitled to have an Association representative present on request.

B. If a Bargaining Unit Member is not continued in employment, the Employer will advise the Bargaining Unit Member of the specific reasons, in writing, with a copy to the Association.

C. Any evaluation of a Bargaining Unit Member's work performance shall be based, in part, on the job descriptions.

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SECTION 3 - WORKING CONDITIONS

Article 3.1
Hours of Work

A. The normal workweek shall be from 12:01 a.m. Monday until 12:01 a.m. the following Monday.

B. Bargaining Unit Members shall work their assigned hours as established by their immediate supervisors. The basic work schedule shall be posted the first of each month and may be revised if school is not in session due to circumstances beyond normal control but not to avoid overtime covered by the schedule. The Board will make efforts to provide Bargaining Unit Members who are less than twelve (12) month employees written notice of their hours of work and scheduled return date on or before August 1st of each year. A minimum of two (2) weeks' notice shall be provided to the employee.

C. Overtime, at the rate of time and one-half (1-1/2), shall be paid:

1. For hours worked over forty (40) hours in one week, exclusive of call-back overtime. The time and one-half (1-1/2) shall not be paid more than one time for overtime in either instance in any one week. If a mutual agreement is reached to compress a forty (40) hour schedule into less than five (5) days, then the basis for overtime shall be for the excess over forty (40) hours or the excess over the agreed-on number of daily hours.

2. When an employee is required to return to work after completing his or her normal shift and there is at least one and one-half (1-1/2) hours between the end of the employee's normal shift and the start of the additional duties, the employee shall be paid at time and one-half for two (2) hours or time actually worked, whichever is greater. Any other instances when an employee is required to work beyond his/her normal shift is not considered a call-back.

3. For the purposes of computing overtime, paid leave shall count as hours worked.

D. Time worked on those holidays identified in Article 4.3 shall be paid at twice the Bargaining Unit Member's pay rate for all hours worked. The Bargaining Unit Member shall only receive the holiday pay benefit if the employee works his/her regularly scheduled shift both before and after the holiday; however, the Bargaining Unit Member will be exempt from this condition if his/her absence is:

1. Due to an illness and he/she brings in a written excuse from a physician when so requested by his/her supervisor; the written excuse will not be required unless the Bargaining Unit Member has had a prior situation during the previous four (4) years of employment when he/she was absent from work the day before or after a holiday, but worked the holiday and was paid double time.

2. A death in the immediate family as defined in Article 4.1 D: or,

3. An occurrence, which is approved as an emergency by his/her supervisor.

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E. Overtime by classification shall be divided among Bargaining Unit Members within each school building in rotation as follows:

1. Overtime will be covered by an "Overtime Chart" and will be offered to each Bargaining Unit Member qualified to do work in rotation based on seniority. Overtime that is refused by a Bargaining Unit Member will be charged on the Overtime Chart for the purpose of balancing the overtime. Overtime that is not accepted by a Bargaining Unit Member because he/she was unavailable for the work due to illness or approved leave shall not be considered to have been refused under this provision. In that situation the Bargaining Unit Member shall maintain his/her position on the overtime chart until the first opportunity for overtime occurs upon his/her return to work. If a Bargaining Unit Member needs to exercise this benefit more than twice in a thirty (30) day period, the Bargaining Unit Member shall fall to the bottom position on the overtime chart.

2. A Bargaining Unit Member who has suffered injury on the job, upon returning to work, shall receive the first opportunity for an overtime assignment. However, overtime that is refused by the Bargaining Unit Member, who has suffered injury on the job and has a written statement from a physician which prohibits or excuses him/her from work, will not have a refusal charged against him/her on the overtime chart.

F. Bargaining Unit Members who work beyond their regularly scheduled time shall not be compelled to take time off to avoid overtime payment. If it becomes necessary for a Bargaining Unit Member to work in addition to his/her time schedule, he/she shall also be permitted to work the balance of his/her week as scheduled.

G. Each Bargaining Unit Member shall submit timecards to the office before leaving work on the last day of his/her workweek. Payday is every other Friday with one (1) week's pay held in reserve.

H. Except for paraprofessional aides, all full-time Bargaining Unit Members are entitled to two (2) fifteen (15) minute relief periods. For secretarial staff only and with the supervisor's agreement, a secretary may elect to take a thirty (30) minute lunch period with pay in lieu of the two (2) fifteen (15) minute breaks as long as the paid 30-minute lunch is contiguous to the secretary's 30-minute unpaid lunch. Those Bargaining Unit Members working less than five (5) hours are entitled to one (1) fifteen (15) minute relief period.

I. A full-time Bargaining Unit Member is one who regularly works at least twenty-five (25) hours per week.

J. All Bargaining Unit Members shall be guaranteed thirty (30) minutes for lunch without pay. The time for lunch must be mutually agreed on between the immediate supervisor or designee and the Bargaining Unit Member.

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Article 3.2
Personnel Files

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

B. No material originating after the initial employment shall be placed in a Bargaining Unit Member's personnel record unless he/she has had an opportunity to review that material. The Bargaining Unit Member may submit a written notation regarding any material, which shall be attached to the material in question. If a Bargaining Unit Member is requested to sign material to be placed in his/her file, the signature is understood to indicate awareness of the material but, not interpreted to mean agreement with the material's content.

C. Any formal complaint of a serious nature against a Bargaining Unit Member by a parent, student, or other person will be called to the employee's attention consistent with Article 2.3 E. No such complaint will be included in the employee's personnel file or used in any disciplinary action unless and until the employee has been informed of the complaint and the identity of the complainant is made known to the employee. The information shall be provided for the express purpose of enabling the employee to investigate, answer, or defend the charge(s). Complaints shall not be incorporated into the Bargaining Unit Member's evaluation unless he/she has been informed of the complaint. If the material to be placed in the file is illegal or in error, the material will be corrected or expunged from the file, as appropriate. For purposes of this section "Complainant" is defined as a person who is regarded by the Board as the primary source for the allegation(s) against the Bargaining Unit Member.

D. If a Freedom of Information Act (FOIA) request for information contained in a Bargaining Unit Member's personnel file is received, the Administration shall promptly inform the Bargaining Unit Member of the request and shall take the additional 10-business day extension law to respond to the request. The intent of this provision is to allow the Bargaining Unit Member sufficient time as allowed by law to protect his/her interests and privacy through legal action of his/her initiation.

Article 3.3
Workload and Assignment

A. The Board has the right to establish new positions and assign the classification and pay rate for that position.

B. The Association reserves the right to negotiate wages, hours, and other conditions of employment for new positions within Article 1.2 (Recognition) and will, if deemed necessary, request a meeting with the Board's representative to discuss the wages, hours, and conditions, for the new position.

C. If a Bargaining Unit Member's position has a substantial change in responsibilities, the Bargaining Unit Member involved, or the Association may contest the pay rate, hours, and conditions of employment in the same manner described above for the new position.

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

1. Job Title and Description

2. Minimum Requirements

3. A Specific Statement of Required Tasks and Responsibilities

E. The Employer shall provide qualified substitutes if available, if required by the absence of a regular Bargaining Unit Member; however, substitutes shall not be placed to perform the work of an absent regular Bargaining Unit Member until other Bargaining Unit Members regularly assigned to the building in that classification have been offered the work.

1. When special events are pre-scheduled with at least three (3) days prior notice, the substitute work shall be awarded to the most senior building level Bargaining Unit Member who volunteers and is qualified to cover the assignment. If there are no volunteers at the building level, the most senior Bargaining Unit Member who is qualified from other District buildings shall be awarded the work.

2. A substitute shall only perform the work in a position that remains after regular Bargaining Unit Members have been shifted or have been offered the opportunity to shift to perform the work of an absent Bargaining Unit Member.

3. A regular Bargaining Unit Member assigned to perform the work of an absent Bargaining Unit Member will be paid his/her regular rate for performing those duties unless he/she is substituting for another Bargaining Unit Member in a higher group on the wage rate schedule, then he or she will be paid as set forth in Article 2.1 J.

F. Substitutes shall be used to perform Bargaining Unit work only for the absence by regular Bargaining Unit Members or when an unfilled temporary vacancy exists.

G. Because support staff can make significant contributions to the improvement of the educational program of the District through participation in the process of school improvement, that participation is encouraged.

1. Committee participation by the employee is voluntary.

2. Non-participation shall not be used as a criterion for evaluation, discharge, or discipline.

3. Each support staff classification may have a representative on the District level TLC committee, appointed by the Association.

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4. The District shall organize periodic training to be provided to Bargaining Unit Members. Training topics will be developed through collaboration of Bargaining Unit Members and District Administration.

H. A Bargaining Unit Member who administers medication to students will not be asked to do so without the witness (second signer) as required by Board Policy 5703, except in an emergency. The opportunity for medication administration training will be provided before the end of September of each school year.

Article 3.4
Joint Administrative and Association Meetings

A. Both parties recognize the value of sharing, discussing, and providing opportunities for resolving problems. Therefore, the Board's administrative representative(s) and the Association's representative(s) shall meet monthly unless both parties agree that a meeting is not necessary. The meeting's purpose will be to discuss grievances, board policies and practices, and any problems from this Agreement. Meetings during June, July, and August will be scheduled if necessary.

B. The Association shall be represented by a member of each subdivision within the Association. Subdivisions shall be secretarial, custodial/maintenance, and paraprofessional.

Article 3.5
Inclement Conditions

If schools are closed on a normally scheduled workday at the direction of the Administration and/or other governmental authorities, employees shall be paid for their normally scheduled hours and may choose to report to work with supervisor approval.

Article 3.6
Externally Funded Programs

The parties do not intend to replace or displace through the use of special funds provided through State or Federal programs, either in whole or in part currently employed Bargaining Unit Members employed on the effective date of this Agreement, or cause the loss of work or wages or employment benefits of the same.

This article shall not be construed to limit the Board's right to subcontract work in accordance with the Public Employment Relations Act.

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SECTION 4 - LEAVES OF ABSENCE

Article 4.1
Paid Leaves

A. Paid leaves will be for the same hours per day as the regularly scheduled work hours.

B. Members of the immediate family shall be defined as spouse, child, parent, grandparent, grandchild, sibling, as well as the same members of the spouse's family, and other relative/non-relative living and making his/her home in the Bargaining Unit Member's household.

C. At the beginning of each school year, school-year employees will receive ten (10) sick days, and full-year employees will receive twelve (12) sick days to a maximum accumulation of one hundred twenty (120) days. For hires made after the start of the school year, sick leave will be pro-rated to the extent permitted by law. The Bargaining Unit Member may use all or any portion of his/her accumulated sick leave days to recover from the employee's own illness or disability, which shall include, in part, all disabilities caused by pregnancy, miscarriage, abortion, childbirth and recovery.

Notwithstanding any contrary Agreement language, if the Michigan Earned Sick Time Act ("ESTA") is in effect, the first 72 hours of paid sick leave may be used for any ESTA purpose each ESTA year (i.e., each school year), with those 72 leave hours subject to the ESTA conditions.

1. If a Bargaining Unit Member does not have enough accumulated sick days, he/she may use sick days, which have not yet been earned. However, he/she shall be limited to not use more than he/she would be able to earn during that contract year (i.e., September-August). Bargaining Unit Members who do not work to the end of the contract year, and who have used sick days in excess of the number of days which they have earned, shall have those days charged against their final compensation.

2. Upon retirement or resignation (but excluding layoff or termination for cause), a Bargaining Unit Member shall be paid for accumulated and unused sick days at fifty (50%) percent of the employee's pay rate for his/her normally scheduled workday in effect as of the date of the retirement or resignation.

3. If death occurs while a Bargaining Unit Member is employed by the District, the Bargaining Unit Member's beneficiary will receive the pay for the accumulated unused sick days.

D. Bargaining Unit Members are allowed to use his/her sick days for the Bargaining Unit Member to be present with a member of the immediate family due to emergency family illness. Those sick days are to be deducted from the Bargaining Unit Member's sick leave accumulation and are subject to the same terms stated in Section E. below.

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

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in a contract year, that employee may be requested to furnish a statement from the attending personal physician.

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

G. Bargaining Unit Members who use few sick days will receive the following incentive:

0 days per contract or work year $150.00
1 day per contract or work year $100.00
2 days per contract or work year $ 50.00
3 days per contract or work year $ 0.00

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

H. At the beginning of each work year, each Bargaining Unit Member shall be credited with three (3) personal business days per year accumulative to five (5) days. An explanation for the use of these days is not required, but will be subject to the following conditions:

1. Bargaining Unit Members requesting personal business leave must notify the Business Office twenty-four (24) hours before the start of the workday.

2. Personal leave day(s) will not be granted on the day before or after a school holiday, or on the day before or after a school vacation period or a personal vacation period. Any exception to this standard will require prior approval from the Superintendent or designee and will only be given for extenuating circumstances.

3. Unused personal leave days at the end of each contract year shall rollover into the Bargaining Unit Member’s sick day allowance.

I. Bargaining Unit Members may use up to three (3) days bereavement leave per death in the immediate family (defined as spouse, parent, legal guardian, aunt, uncle, child, child’s spouse, sibling, sibling’s spouse, grandparent, grandchild, as well as the same members of the spouse’s family).

1. Any request for absence beyond three (3) days due to death in the immediate family must be submitted to the Superintendent and, if granted, is chargeable against the Bargaining Unit Member's accumulated sick days.

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2. Additionally, each Bargaining Unit Member may use one (1) paid funeral day per year to attend the funeral of any person of importance to the employee, but not a member of the immediate family as described above. That day shall be allocated in accordance with this section.

J. At the beginning of every school year, the Association shall be credited with seven (7) workdays to be used by officers or agents of the Association at the discretion of the Association. The Association must notify the Business Office at least twenty-four (24) hours in advance of taking the leave. The Association will reimburse the Board for the cost of substitutes and shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for Association release time.

K. Any Bargaining Unit Member who is subpoenaed to testify during work hours in judicial or administrative matter resulting from incidents occurring during the course of the workday or on the work site shall be paid his/her full compensation and benefits for such time.

Article 4.2
Unpaid Leaves

A. Upon written request from a Bargaining Unit Member, the Board may grant an unpaid leave of absence up to one (1) year for study, government and/or professional service, and/or other reasons as may be granted by the Board. This leave may be extended on a year-to-year basis at the Board's discretion.

B. The leave of absence outlined in paragraph A. above shall not be granted during a Bargaining Unit Member's first year of employment.

C. Upon written application, a Bargaining Unit Member shall be granted an unpaid leave of absence for up to one (1) year for the purpose of childcare or childbirth. This leave shall be extended only at the Board's discretion. If applicable, the Board may require the Bargaining Unit Member to submit a physician's statement indicating whether or not the Bargaining Unit Member is able to perform the essential functions of the job.

D. A leave of absence shall be granted to any Bargaining Unit Member who is inducted or enlists for uniformed services duty in any branch of the uniformed services of the United States.

E. A Bargaining Unit Member who is unable to perform his/her regular duties because of personal illness or disability and who has exhausted all sick leave available shall, upon written request, be granted a leave of absence without pay for up to one (1) year. The leave may be renewed each year at the Board's discretion. The Board may require the Bargaining Unit Member to submit a physician's statement indicating he/she is capable to resume work responsibilities.

F. A Bargaining Unit Member who is elected or appointed to an office of the Association, shall on written request, be granted an unpaid leave of absence for a period of one (1) year. The leave may be extended up to one (1) year at the Board's discretion.

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G. Requests for leave extension must be submitted in writing thirty (30) days before the leave's expiration.

H. Upon return from leave, the Bargaining Unit Member shall be returned to the position he/she held at the time the leave of absence was granted, or to a similar position in the same classification held at the commencement of the leave, to which his/her seniority and qualifications entitle him/her.

I. A Bargaining Unit Member who has an emergency illness in his/her immediate family as defined in Article 4.1 B above, shall be granted use of unpaid leave on written application for the leave. The Bargaining Unit Member shall apprise the Administration of the anticipated length of the leave and shall notify the Administration twenty-four (24) hours in advance of his/her intent to extend the leave except for situations that make such notice impossible.

J. This section shall not be construed as limiting the right of a Bargaining Unit Member to elect to substitute paid leave for unpaid leave in accordance with the Family and Medical Leave Act of 1993.

Article 4.3
Holidays

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

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

B. Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday, if school is not in session. When school is in session, the preceding Friday is the holiday.

C. Holiday pay will be for the same hours per day as the regularly scheduled work hours.

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Article 4.4
Vacation Days

A. Members shall receive paid vacation as follows:

Full Year Employees:

Less than ten (10) years of service – thirteen (13) days.
Ten (10) years of service – sixteen (16) days.
Fifteen (15) or more years of service – eighteen (18) days.

School Year Employees:

Secretaries will work the same schedule of days as their direct supervisor.
Secretaries will receive paid non-workdays during Winter Break and Spring Break.
Paraprofessional aides will have five (5) paid non-workdays during Spring Break.

B. Full year Bargaining Unit Members shall earn vacation days at the rate of one (1) day per month, except those with ten (10) years or more service shall earn at the rate of one and one-quarter (1-1/4) days per month.

C. Bargaining Unit Members who are full year employees shall be allowed to accumulate one (1) year of vacation time. The vacation days that full year employees accumulate during the year must be used by August 31st of the following year (Example – Vacation days earned by full year Bargaining Unit Members during the school year 2024-25 must be used by August 31, 2026).

D. Vacation for the full year Bargaining Unit Members may be split into weekly units by mutual agreement between the Board and the Bargaining Unit Member.

E. Vacation pay will be for the same hours per day as the regularly scheduled work hours. All time lost, except for unpaid leaves, shall count in the computation of hours for vacation pay.

F. Vacation days that are not used as set forth in Section 4.4 C. and 4.4 D shall be lost.

G. A full year Bargaining Unit Member may use vacation days, which have not yet been earned. However, he/she may not use more vacation days than he/she would be able to earn during that school year (i.e. July-June). Further, full year Bargaining Unit Members who do not work to the end of the contract year and who have used vacation days exceeding the number of days which they have earned shall have those days charged against their final compensation. This may be waived for good cause at the Employer's discretion.

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Article 4.5
Jury Duty

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

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SECTION 5 - COMPENSATION AND BENEFITS

Article 5.1
Insurance

A. All Bargaining Unit Members shall elect from the following insurance benefits within the parameters of Article 5.1:

1. MESSA PAK Insurance Plan A or Plan B as selected by the Association and described on the District's website. Paraprofessional aides, however, are eligible only for the single subscriber offering.

2. Decline Plan A and instead receive a cash-in-lieu payment which equals sixty percent (60%) of the single subscriber cap amount as determined by the State Treasurer.

B. The Bargaining Unit Member must comply with all coverage requirements specified by the District and the insurance carrier, including those for enrollment, active full-time employment, and payroll deduction.

C. Throughout each medical benefit plan year (January 1 to December 31), the District will pay the full health insurance cap amount under the Publicly Funded Health Insurance Contribution Act toward the Bargaining Unit Member's health plan.

1. The annual cap amount contributed by the District includes the medical benefit plan premium amount, plus any District-made payments for reimbursement of copays, deductibles, or payments to health savings accounts, flexible spending accounts, or any similar account used for health care costs during the medical benefit plan year.

2. If the insurance cap amount exceeds the District-paid cost of the medical benefit plan premium, the District will contribute an amount equal to the difference into a Health Savings Account (HSA), calculated on a monthly basis and made on the first pay of each month.

3. Any health insurance contribution required by a Bargaining Unit Member will be payroll deducted. The Board shall be held harmless from any liability arising from the deduction.

4. If payroll deduction does not cover the cap differential amount, the Bargaining Unit Member shall directly pay the District the monthly differential on the first of the month before the date at which payment is due. A Bargaining Unit Member's failure to timely make this payment shall release the District from any duty to pay insurance contributions on behalf of that employee.

5. If a Bargaining Unit Member separates from employment, any remaining monies owed to the District to comply with Article 5.1 will be deducted from any monies owed to the Bargaining Unit Member.

D. To be eligible for the cash-in-lieu payment, the Bargaining Unit Member shall: (1) voluntarily and in writing opt out of the available medical health care plan, and (2) provide documentation to the

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Superintendent's designee of medical health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

E. If both spouses are Bargaining Unit Members, only one shall apply for insurance coverage under Article 5.1.A.1. above. The spouse not applying for coverage under Article 5.1.A.1. above shall instead receive the cash-in-lieu payment equal to sixty percent (60%) of the single subscriber cap amount.

F. By September 1st each year, the Association shall submit written notice to the Superintendent of its selected medical benefit plan for the upcoming medical benefit plan year. Absent written notice of changes, the District shall not modify the medical benefit plan then in effect. On or after November 1st, the District may distribute all Section 125 Cafeteria Plan Open Enrollment information, including the calculation of health insurance premium contributions required by Bargaining Unit Members through payroll deduction.

G. The selected medical benefit plan shall conform to the federal Affordable Care Act and the Michigan Publicly Funded Health Insurance Contribution Act, including any requirement necessary to avoid penalties, taxes, or other liabilities to the District.

1. The Board is authorized to make any necessary adjustments to this Article or the employee's payroll deduction to fully comply with either Act. Any such adjustment shall be timely communicated to the affected Bargaining Unit Member and the Association.

2. The Association shall indemnify the Board if the selected medical benefit plan results in any penalty, tax, or other liability to the District.

Article 5.2
Miscellaneous Benefits

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

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

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

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

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

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D. When due to the intentional destruction of a student, the District will reimburse a Bargaining Unit Member full replacement value, per incident, for properly documented damage or destruction to the employee's eyeglasses that occurs while the employee is on duty. This reimbursement will not be paid if the loss if covered by insurance.

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SECTION 6 - OTHER

Article 6.1
General

A. Pursuant to the Michigan Public Employment Relations Act, every Bargaining Unit Member has the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. The Board will not directly, or indirectly, discourage or deprive or coerce any Bargaining Unit Member in the enjoyment of any rights conferred by the Act or Michigan law, or the Constitutions of Michigan and the United States; that it will not discriminate against any Bargaining Unit Member as to hours, wages, or any term or condition of employment by reason of membership in the Association, his/her participation in any activities of the Association or collective negotiations with the Board; or institution of any grievance, complaint, or proceeding under this Agreement or otherwise as to any terms or conditions of employment.

B. Nothing in this Agreement shall be construed to deny or restrict any Bargaining Unit Member rights he/she may have under the Michigan General School Laws, or the applicable laws and regulations.

C. The Association recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the District to the full extent authorized by the law and the Constitutions of Michigan and the United States, provided that the rights and responsibilities exercised by the Board conform with this Agreement.

D. If any provision of this Agreement is held to be contrary to law by an agency or court of competent jurisdiction, that provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

Article 6.2
Entire Agreement

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

Article 6.3
Board Rights and Responsibilities

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

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1. Manage and control the District's business, the equipment, the operations and to direct the work forces and affairs of the Employer.

2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing.

3. Direct the work forces, including the right to hire, promote, suspend, and discharge employees for just cause, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off and recall employees.

4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work including automation or changes, the institution of new and/or improved methods or changes.

5. Adopt reasonable rules and regulations.

6. Determine their qualifications and the conditions of continued employment.

7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.

8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

10. Determine the size of the management organization, its functions, authority, and amount of supervision.

B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of related judgment and discretion are limited only by the specific terms of this Agreement.

C. Notwithstanding anything contained in this Agreement, the Board has the right to take whatever steps may be required by law to comply with the American Disabilities Act or similar state or federal legislation. If any provision of this Agreement conflicts with such legislation or inhibits the Board's ability to comply with such legislation, it is understood and agreed that such legislation shall prevail.

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Article 6.4
Agreement Copies

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

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Article 6.5
Duration of Agreement

A. This Agreement shall be effective as of August 1, 2025, and shall continue in effect through the last day of July 2028. Annual pay increases shall become effective on the second pay period in August.

B. Negotiations between the parties shall begin sixty (60) days before the Contract expiration date. If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached before the expiration date, this Agreement shall expire at the expiration date until it is extended by the parties' mutual agreement.

C. The parties have caused this Agreement to be signed by their representatives on this 9th day of September, 2025.

ASSOCIATION

By Signed by: Ashley Maginnis D368818DB53F4BA... President

By DocuSigned by: 081F3BDFF84F405... MEA Representative

By Signed by: Hellene Glaser 2033AE32B0CF4BB... Negotiator

By Signed by: 098F5A8BA9554A0... Negotiator

By Signed by: Ron Furgeson 1A685C2CD971420... Negotiator

EMPLOYER

By Signed by: Denise Petoskey D0D13EAD3F084E9... President

By Signed by: Jenni Attie EB29900257E0479... Secretary

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APPENDIX A
Wage Rate Schedules

Steps shall advance during each year of the contract.

For the 2025-2026 and 2026-2027 school years, each Bargaining Unit Employee shall receive a $1,500 off-schedule bonus payment during the identified school year. This payment shall be paid on the first pay of December and only to those persons who are District employees as of that pay date. For the 2027-2028 school year, the parties will have a limited reopener for a bonus payment.

2025-2026

Step	Aides	Voc Ed Aides	Secretaries	Night Custodian	Day Custodians	Lead Custodian \Maintenance
1	$17.55	$20.70	$20.14	$17.51	$20.14	$22.75
2	$17.87	$20.94	$20.75	$18.03	$20.75	$23.43
3	$18.15	$21.24	$21.37	$18.54	$21.37	$24.15
4	$18.44	$21.46	$22.04	$19.06	$22.04	$24.87
5	$18.73	$21.73	$22.71	$19.57	$22.71	$25.65
6	$18.98	$21.98	$23.43	$20.09	$23.43	$26.42
7	$19.54	$22.23	$24.15	$20.60	$24.15	$27.24
8	$20.11	$22.48	$24.87	$21.12	$24.87	$28.07

2026-2027

Step	Aides	Voc Ed Aides	Secretaries	Night Custodian	Day Custodians	Lead Custodian \Maintenance
1	$18.08	$21.32	$20.74	$18.04	$20.74	$23.44
2	$18.41	$21.57	$21.38	$18.57	$21.38	$24.14
3	$18.69	$21.88	$22.01	$19.10	$22.01	$24.88
4	$19.00	$22.10	$22.70	$19.63	$22.70	$25.62
5	$19.29	$22.39	$23.39	$20.16	$23.39	$26.42
6	$19.55	$22.64	$24.14	$20.69	$24.14	$27.21
7	$20.12	$22.90	$24.88	$21.22	$24.88	$28.06
8	$20.71	$23.16	$25.62	$21.75	$25.62	$28.91

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2027-2028

Step	Aides	Voc Ed Aides	Secretaries	Night Custodian	Day Custodians	Lead Custodian \Maintenance
1	$18.62	$21.96	$21.36	$18.58	$21.36	$24.14
2	$18.96	$22.22	$22.02	$19.12	$22.02	$24.86
3	$19.25	$22.53	$22.67	$19.67	$22.67	$25.62
4	$19.57	$22.77	$23.38	$20.22	$23.38	$26.39
5	$19.87	$23.06	$24.09	$20.76	$24.09	$27.21
6	$20.14	$23.31	$24.86	$21.31	$24.86	$28.03
7	$20.72	$23.58	$25.62	$21.85	$25.62	$28.90
8	$21.33	$23.85	$26.39	$22.40	$26.39	$29.78

APPENDIX B
45-Day Probationary Evaluation Form – Support Professionals

PUBLIC SCHOOLS OF PETOSKEY

SECTION 1:
General Information

Name of Employee: _____

Position: _____

First day of work: _____

Name of Evaluator: _____

Position: _____

School Year: _____

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

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

All Evaluation forms are to be completed in triplicate.

Distribute to:

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

This appraisal instrument is used to evaluate the performance of new employees three times during their 45-day probationary period.

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

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

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

SECTION 2:
Supervisor Evaluation

AIDES, CUSTODIANS, SECRETARIES	Satisfactory	Unsatisfactory	Not Observed	Not Applicable
Carries out all duties of the job according to Michigan law and the policies of the Petoskey Board of Education.	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐
Maintains a good personal image with the public concerning the activities and needs of the school district.	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐
Reports to his/her immediate supervisor all matters which are important to the understanding and operation of the assigned job area or building.	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐
Interprets and clarifies the purpose and needs of the District to the public, as directed by his/her immediate supervisor.	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐
Accepts responsibility for his/her job duties.	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐
Acquires new skills to perform job responsibilities.	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐
Performs work in a neat and orderly way.	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐
Maintains a good personal appearance.	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐
Maintains a good work schedule by reporting to work regularly and on time.	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐
Evidence of the ability to work at a high level of performance without constant supervision.	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐
Shows ability to relate to other staff personnel, students and public.	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐
Shows interest in self-improvement and a willingness to try new ideas.	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐
Performs other related duties as assigned by his/her immediate supervisor.	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐

Comments by Evaluator: _____

_____

_____

_____

_____

AIDES ONLY	Satisfactory	Unsatisfactory	Not Observed	Not Applicable
Effectively reinforces lesson content.	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐
Able to adapt support to meet individual student needs.	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐
Engaged in classroom activities.	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐
Proactive in promoting positive behavior.	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐
Willingness to collaborate with teachers	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐
Shows respect for confidentiality.	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐
CUSTODIANS ONLY	Satisfactory	Unsatisfactory	Not Observed	Not Applicable
Displays knowledge and reasonable care of potentially hazardous cleaning agents.	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐
Keeps accurate inventory of equipment and supply needs.	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐
Correctly prioritizes tasks.	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐
Handles minor maintenance tasks as needed.	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐
Identifies and reports safety concerns.	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐
SECRETARIES ONLY	Satisfactory	Unsatisfactory	Not Observed	Not Applicable
Handles documents in a confidential manner.	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐
Displays good telephone skills.	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐
Handles office duties efficiently.	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐
Correspondence / work products are professional.	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐
Keeps accurate records of supply needs, ordering and office machinery maintenance schedules.	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐

Comments by Evaluator: _____

_____

_____

_____

SECTION 3:
Composite or Summative Evaluation

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

First Evaluation

_____ Satisfactory _____ Unsatisfactory

Evaluatee: _____ Date: _____

Evaluator: _____ Date:_____

Second Evaluation

_____ Satisfactory _____ Unsatisfactory

Evaluatee: _____ Date: _____

Evaluator: _____ Date:_____

Third Evaluation

_____ Satisfactory _____ Unsatisfactory

Evaluatee: _____ Date: _____

Evaluator: _____ Date:_____

Evaluatee Comments: (attach additional pages if necessary): _____

APPENDIX C
Evaluation Form – Support Professionals

PUBLIC SCHOOLS OF PETOSKEY

SECTION 1: General Information

Name of Employee: _____

Position: _____

Length of Employment in Present Position: _____

Total Years of Employment in Petoskey Public Schools: _____

Name of Evaluator: _____

Position: _____

School Year: _____

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

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

All Evaluation forms are to be completed in triplicate.

Distribute to:

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

This appraisal instrument is used to evaluate the performance of support personnel on a regular basis.

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

SECTION 2:To be completed by evaluator

Michigan Code of Educational Ethics (Check appropriate column)

	Effective	Developing	Needing Support
1. **Responsibility to the Profession** Carries out all duties of the job according to Michigan law and the policies of the Petoskey Board of Education.	☐	☐	☐
2. **Responsibility for Professional Competence** Commitment to the highest levels of professional and ethical practice, including demonstration of the knowledge, skills, and dispositions required for professional competence in current role.	☐	☐	☐
3. **Responsibility to Students** A primary obligation to treat students with dignity and respect, including promoting the health, safety and well-being of students by establishing and maintaining appropriate verbal, physical, emotional, and social boundaries.	☐	☐	☐
4. **Responsibility to the School Community** Promotion of positive relationships and effective interactions with all members of the school community, while maintaining professional boundaries.	☐	☐	☐
5. **Responsible and Ethical Use of Technology** Consideration of the impact of consuming, creating, distributing and communicating information through all technologies. Vigilance to ensure that appropriate boundaries of time, place, and role are maintained when using electronic communication.	☐	☐	☐

SECTION 3: Composite or Summative Evaluation

All things above considered, the performance of this employee is rated as:

- ☐ Effective
- ☐ Developing
- ☐ Needing Support

Signatures:

Evaluatee:_____ Date:_____

Evaluator:_____ Date:_____

Comments by Evaluator:

Comments by Evaluatee: (Not required, however may be added per a request by evaluator or evaluatee.)