

**POWELL TOWNSHIP  
EDUCATION ASSOCIATION MEA/NEA**

**2025-2028  
MASTER AGREEMENT**

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# **POWELL TOWNSHIP EDUCATION ASSOCIATION MEA/NEA 2025-2028 CONTRACT**

## **ARTICLE I** **RECOGNITION**

- A. The Board recognizes the Association as the exclusive bargaining representative for all full-time and part-time certified teachers and long-term, State permitted teachers, but excluding the Superintendent.
- B. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit as above defined.

## **ARTICLE II** **ASSOCIATION AND TEACHERS' RIGHTS**

- A. The teachers shall have the right to use school building facilities for school purposes at all reasonable hours for meeting provided the administration is notified of the building's proposed use. Availability of the school building facilities to the teachers is subject to prior commitments.
- B. The Board agrees to furnish to the teachers or respond to reasonable requests from time to time, all available information concerning the financial resources of the District, tentative budgetary requirements and allocation, and such other information as will assist the teachers in developing intelligent, accurate, informed, and constructive programs with information, except privileged communications, which may be necessary for the teachers to process any grievance or complaint.
- C. The Board agrees to make available in school adequate technology to aid teachers in the production of instructional material.
- D. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, sex, or marital status.
- E. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from review. The administrator shall in the presence of the teacher's authorized representative remove these credentials and confidential reports from the file prior to a review of the file by the teacher.
- F. All communications including but not limited to evaluation, commendation, and complaints directed toward the teacher which are included in the personnel file shall be called to the teacher's attention at the time of inclusion. The teacher may make addendums to any items prior to their inclusion up to three (3) 8 1/2-by-11 pages.
- G. No teacher shall be disciplined without just cause. A teacher shall be entitled to have present a representative of the Association when he/she is being formally reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance. The teacher shall be informed of the meeting and its purpose prior to its scheduling. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. If the severity of the offense

warrants, any MEA state representative may be in attendance upon the request of the member. No teacher shall be disciplined without reasonable and just cause

- H. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property of pupils and the Board but shall not be responsible for loss or damage of any such property when such loss or damage is not due to negligence of the teacher. Negligence is to be defined as failure to exercise the care which situations or circumstances demand.
- I. Any written complaint by parents of a student shall be promptly called to the teacher's attention. The Board shall not act on any complaint unless presented in writing.
- J. The Association will be granted two leave days a year, not cumulative for concerns that may arise.

### **ARTICLE III**

### **RIGHTS OF THE BOARD**

- A. The teachers recognize that the Board has responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the school district to the full extent authorized by law.

### **ARTICLE IV**

### **SICK/PERSONAL, FUNERAL, AND TERMINAL LEAVE**

- A. All teachers absent from duty because of personal illness or illness in the immediate family, which shall include father, mother, sister, brother, spouse, children, parent in-law, grandparents, and other relatives living in the same household as a member of the regular family unit, shall be granted ten (10) days sick leave per year, accumulative to two hundred (200) days for teachers hired prior to 7/1/03; one hundred (100) days for teachers hired after 7/1/03. Ten (10) days are to be granted at the beginning of each school year. First-year teachers who use their ten (10) days and do not complete the school year shall repay unearned sick leave. The Board reserves the right to request doctor certification for absences due to illness in excess of three (3) days.
- B. Each teacher shall be given notice at the beginning of the school year as to the amount of sick leave he/she has accumulated.
- C. Teachers shall receive three (3) non-accumulative personal business days per school year.
  - 1. Not more than ten percent (10%) or one (1), whichever is greater, of the employees in any one (1) category may be granted personal business leave for any given day or as authorized by the Superintendent.
  - 2. Request for the use of personal days must be submitted in writing to the Superintendent five (5) days in advance of the anticipated absence except in cases of emergency.
  - 3. If the nature of the leave is classified as an emergency, the absence report must be submitted at the earliest possible time.

4. Approval of personal leave will be contingent upon the securing of an acceptable substitute.
5. If two (2) people apply for personal leave on the same day, the process for selection will be on a first-request basis.
6. Personal leave may not be requested for the week before Winter or Spring Break or two (2) weeks before the last day of school unless emergency or authorized by the Superintendent.
7. The Board will increase the number of personal leave days by two (2) provided that the days are taken from the individual teachers' accumulated sick leave and the total of five (3+2) days cannot be used consecutively.

D. Death in the Immediate Family (Bereavement Days) - Separate from sick time, the teacher may take a maximum of five (5) days per death at the time of the death. Immediate family shall be interpreted as mother, father, husband, wife, grandparents, child, sister, brother of a teacher and/or his/her spouse, or other relatives living in the household. One (1) of these days must be the funeral day.

E. Terminal pay shall be computed as follows:

1. A person accumulated number of sick days times 0-100 \$50 per day 101-200 \$60 per day

Benefits as outlined above shall be payable to full-time employees who have reached retirement age and have spent a minimum of ten (10) years of full time service in the school district (or its equivalent) or become "totally disabled," and "retirement age" shall be defined as stated in the State of Michigan General School Laws and used by the Michigan Public School Employees Retirement Board.

F. The following legal holidays shall be observed and all schools closed:

New Year's Day  
Easter Monday (will be determined by the calendar)  
Memorial Day  
Labor Day  
Thanksgiving Day  
The Day after Thanksgiving  
Christmas Day

G. Teachers will be paid on either a basis of twenty (20) or twenty-six (26) payments, but once the choice is made it cannot be changed during the school year.

H. Following an extended sick leave, the teacher will have the right to return to the teacher's former position or other position for which she/he is certified and qualified.

I. Teachers may donate up to three (3) personal days per year to a sick bank. These days can only be used by a teacher who has both:

1. Exhausted all personal days and sick days available to them and,
2. Has a catastrophic need such as a medical event that would require the teacher's absence.

Unused sick bank days will accumulate and be available in the following years until used.

## **ARTICLE V**

### **LEAVES OF ABSENCE**

A. Leaves of absence without pay may be granted by the Board upon written request and application for the following:

1. Education, 2. Child Care, 3. Public Office, 4. Other Special Consideration, and
5. Military Leave

The conditions of the leave shall be in writing with a copy provided to the Association. Notice of intention to return from a leave greater than 60 days shall be provided to the Board sixty (60) days prior to the end of the leave by certified mail.

B. Day(s) with pay, not chargeable against the teacher's sick leave, shall be granted for court appearances as a witness in any case connected with the teacher's employment or the school. Day(s) with pay, not chargeable against teacher's sick leave, upon written request, may be granted for visitation to view other instructional techniques or programs, conferences, workshops, seminars conducted by colleges and universities, or other recognized educational conferences but excluding those related to labor relations.

1. The teacher may be required to file with or present to the administration a report on the activities of the conference or meeting with recommendations, if any, for use by the teacher or other teacher(s) and by the Board.

2. Expenses may be allowed for attending professional meetings and conferences.

3. Requests for permission to attend professional activities must be approved by the Superintendent or his/her designee.

C. Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter shall be paid the difference between the daily remuneration and the teacher's daily salary excluding mileage.

D. Any regular employee who is conscripted into the Armed Services of the United States for training and service shall be granted a military leave. He/she shall be reinstated in his/her position in this school system with full credit on the salary schedule for the years of conscripted military service. The reinstatement shall begin the September following his/her release from service.

E. The Board shall grant to any teacher a leave of absence for the purpose of childbirth/adoption in accordance with Board Policy 3430.01 Family & Medical Leave of Absence.

1. In case of any dispute as to whether a teacher under this provision is physically able to adequately perform the duties she is regularly assigned, the physician who has treated the teacher through her pregnancy shall make the final and binding determination.
2. The leave of absence may upon approval of the Board extend to the end of the school year in which the teacher commenced such leave of absence and further provided that:
  - a. The reinstatement shall be to the teacher's former position or other position for which he/she is certified and qualified.
  - b. The leave may be extended to a period of one (1) year by written request of the teacher and at the discretion of the Board.
  - c. A teacher on maternity, paternity, or adoption shall be given the opportunity to pay his/her own hospital insurance and term-life insurance at the group rate through the school office provided approval is given by the carrier of the insurance program.
3. The granting of such leave shall in no way interrupt seniority and rights attendant thereto.
4. A person on a leave of absence shall not accrue sick days nor seniority.

### **Sabbatical Leave**

1. After seven (7) consecutive years of employment a teacher may apply for sabbatical leave in accordance with Section 1235 of the revised school code, MCL 380.1235. Permission may be granted to no more than one (1) teacher each year. The teacher on leave shall receive for one (1) year the regular increment and seniority when returning from the leave, and will be paid a maximum of fifty percent (50%) of tuition up to Two Thousand Five Hundred Dollars (\$2,500) upon proof of successful completion of the course work.
2. A teacher anticipating a sabbatical leave must notify the Board of Education ninety (90) days prior to the closing of school. If termination of a position is considered, a waiver to the ninety- (90) day period may be considered.
3. Teachers shall return to the school district for a minimum of two (2) years to the teacher's former position or other position for which he/she is certified and qualified following a sabbatical leave. In the event a teacher does not stay in the school district for a minimum of two (2) years, all monies received must be paid back.
4. A teacher on sabbatical leave shall have the opportunity to buy their own hospital and term-life insurance at the group rate through the school office provided approval is given by the carrier of the insurance program.

**ARTICLE VI**  
**TEACHING HOURS**

- A. The teachers' normal hours of work shall be designated by the Board except that the Board shall make known its proposed hours to the teachers and shall, if requested by the teachers, meet to mutually discuss the opening and closing times of the teacher's school day.
- B. All teachers shall have a duty-free lunch period. (Teachers shall be released on Friday and days before holidays as soon as school is dismissed.) The above mentioned time schedule can be adjusted with the consent of both parties.
- C. The Board recognizes the principle of a standard work week and will, so far as is possible, set work schedules and make professional assignments which may be reasonably completed in the standard work week. The Board and the teachers recognize that the standard work week may not include enough time for course preparation, professional improvement, continuing education, and grading of homework papers or exams.
- D. The District will meet all state mandated days and hours requirements.

**ARTICLE VII**  
**TEACHER EVALUATION**

- A. Beginning with the 2024-25 school year the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:
  - 1. specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.
  - 2. an evaluation of the teacher's job performance with timely and constructive feedback.
  - 3. clear approaches to measuring student growth with relevant data on student growth.
  - 4. multiple rating categories that take into account student growth and assessment data or student learning objective metrics that have been negotiated with the Association.
  - 5. the use of student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation determination.
    - a. The student growth and assessment data or student learning objectives shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by the teacher and principal.
    - b. The teacher, in collaboration with the supervisor/principal shall be allowed to eliminate



data attributable 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.

- c. That data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.

6. A negotiated year-end evaluation form that utilizes other objective criteria for 80% of the year-end evaluation determination.

B. Process: The negotiated Performance Evaluation system, "Post-observation Feedback Form", "Year-End Evaluation Reporting Form", and "Individual Development Plan (IDP) Form" will be established by administration and teachers by September 30<sup>th</sup>, annually.

- 1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
  - a. The teacher shall be given their year-end evaluation by the Principal.
  - b. The classroom observations used in the year-end evaluation should 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, teacher's will only be required to submit lesson plans to an administrator for the day(s) they are being observed to comply with the provisions of this Section.
  - c. The observation must include a review of pupil engagement in the lesson that is observed.

In order to ensure 1.b and 1.c above, the formal observation shall be no less than fifteen (15) minutes.

- d. There shall be notice of each planned formal 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 1.b and 1.c before the classroom observation occurs.
- e. Feedback on both 1.b and 1.c will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than ten (10) calendar days after the observation occurred. At the post-observation meeting, the teacher will be provided written feedback on that observation
- f. There shall be at least 2 classroom observations of a teacher in each school year the teacher is evaluated that are conducted at least 60 days apart. One of which will be considered the formal observation. The first observation shall occur no later than December 15 of each school year.

- g. There shall be no unscheduled formal observations. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of “effective”, “developing” or “needing support”.
  - a. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than April 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.
- 2. Teachers who work less 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.
- 3. If a tenured teacher has been rated “highly effective” or “effective” for three (3) consecutive year-end evaluations, they may 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.
- 4. In addition to the above procedures (Sections B. 1-4), 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 1<sup>st</sup> year teachers) shall be provided the following:
  - a. 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.
  - b. training to be provided by the district to assist the teacher in meeting the goals of the IDP.
  - c. a mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section B.1 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.
  - d. A Mentor teacher that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.
- 5. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.
- 6. 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.

**C. 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 to the district’s superintendent. Such request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.
  - b. 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.
    - i. The request must be submitted in writing with thirty (30) calendar days after the teacher receives the written response from the superintendent.
    - ii. 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 the mediation will be scheduled as appropriate.

**ARTICLE VIII**  
**TEACHING CONDITIONS AND RESPONSIBILITIES**

- A. The Board agrees at all times to keep the schools reasonably equipped and maintained subject to the funds available. The Board will confer from time to time with appropriate teacher professional improvement committees on the selection of text materials and educational aids to the end of improving the learning process. The Board shall maintain the present existing facilities available in school regarding restrooms and lavatory facilities. These facilities may be used as needed by specifically named students.
- B. Telephone facilities shall be made available to teachers for their reasonable use as presently provided.
- C. Scheduled days of instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county, or state health authorities may be rescheduled at the discretion of the Board of Education to ensure that there are a minimum of one hundred eighty (180) days of actual instruction. Teachers will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.
- D. The Board of Education shall not be required to cancel a "work day" (i.e., a day when teachers report but students are not in session such as an end-of-semester grading day, a

parent/teacher conference day, or in-service day) or that portion of any day which is scheduled to be a partial "work day" even though students do not report. However, the Board may do so at its discretion. The Board shall not be required to reschedule a "work day" or a partial "work day" which is canceled but may do so at its discretion.

- E. A teacher is expected to remain after the normal school day when an advanced appointment for a personal conference is made by a parent or student. This appointment must be convenient to both parties.
- F. All full time teachers will have 190 minutes of prep time per week. Individual teachers may choose to forgo that time to work with students if they choose to do so.

## **ARTICLE IX**

### **STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. The Board and administration recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. A teacher may exclude a pupil from a classroom when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom an ongoing significant disruption. The teacher shall re-admit an excluded pupil at their discretion after conferring with the pupil and the administrator regarding the said offense or at the direction of the administrator. A teacher shall not exclude a student from a classroom for the convenience of the teacher other than for reasons cited above. In such cases the teacher will furnish the administrator, as promptly as their teaching obligations will allow, full particulars of the incident in accordance with the disciplinary policy as stated in the current Student Handbook.
- C. Any case of alleged assault upon a teacher while in performance of their duties will be promptly reported to the Board and its designated representative. If the alleged assault was by a pupil, the alleged assault will be promptly investigated by the Superintendent. These persons, after a fair and impartial hearing has been held with the student and their parents/guardian, shall determine a suitable punishment for the assaulting pupil. This decision will be communicated to the teacher concerned. If the assault is by an adult person who is not a pupil, the Board will promptly report this incident to the proper law enforcement authorities.
- D. If a teacher is complained against or threatened with civil court action by reason of disciplinary action taken against a student, the teacher involved may request assistance from the Board in such matters including financial aid for the services of legal counsel. These requests shall be made to the Board whose determination of whether the conduct of the teacher involved justifies any assistance from the Board. The Board has total discretion in granting or not granting assistance. All teachers shall observe Board approved and published rules respecting punishment of students as established by the Board or required by law.

- E. Any complaints directed toward a teacher shall be promptly called to the teacher's attention if the complaint is considered serious enough to note in the teacher's personal folder. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question if the teacher believes that material to be placed in their file is inappropriate or in error, he/she may receive adjustment provided cause is shown through the grievance procedure whereupon the material will be corrected or expunged from the file. The source of the complaint shall be identified.
- F. The Board recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed children and not be charged with responsibility for psychotherapy.
- G. The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher as a result of an assault and battery of the teacher while on duty in the school or on the school premises.

## **ARTICLE X**

### **REDUCTIONS IN PERSONNEL, SENIORITY, AND RECALL**

Seniority shall be defined as the teacher's first working day of continuous service in the school district. In the circumstance of more than one (1) individual teacher beginning on the same date. (the date of hire will determine position on the seniority list.) A teacher shall lose their seniority if they resign, retire, or are discharged by the Board providing said discharge is not being challenged through tenure proceedings, the courts, or the grievance procedure. Seniority shall be prorated.

- A. Seniority will be earned only where a member is in a bargaining unit or on a Board approved leave of absence from a bargaining position.
- B. A teacher on a Board-approved leave of absence or a sabbatical can only be replaced by a certified and qualified teacher who is issued an individual contract only for that time period during which the leave has been approved, and the individual contract shall state that the teacher has no rights of recall.

## **ARTICLE XI**

### **GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as an alleged violation of the expressed written terms of this Agreement.
- B. The term "days" in this article shall mean working days (Monday through Friday).
- C. **Step 1** - A Grievant shall within ten (10) days of its alleged occurrence orally discuss the problem with the Superintendent/Principal. If no resolution is obtained within three (3) days of the discussion, the Grievant shall submit the grievance in writing and proceed

within five (5) days to Step 2.

**Step 2** - A copy of the written grievance shall be filed with the Superintendent/Principal. Within five (5) days of receipt of the grievance the Superintendent shall arrange a meeting with the Grievant to discuss the grievance. Within five (5) days of the discussion the Superintendent shall render their decision in writing. If no decision is rendered within five (5) days of the discussion or the decision is unsatisfactory to the Grievant, the Grievant shall within five (5) days appeal same to the Board of Education.

**Step 3** - Upon written application the Board shall allow the teacher an opportunity to be heard within ten (10) days. Within twenty (20) days from the hearing of the grievance the Board shall render its decision in writing.

**Step 4** - If the Grievant is not satisfied with the disposition of the grievance at Step Three, and has written approval from the Association; it may within ten (10) days after the decision of the Board refer the matter for arbitration to the American Arbitration Association in writing and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association.

1. The decision of the arbitrator shall be final and conclusive and binding upon the Board and the teachers and/or Grievant.
2. The arbitrator shall not have power to alter, modify, add, or subtract from the provisions of this Agreement. Their Authority shall be limited to deciding whether a specific article and section of this Agreement has been violated and shall be subject in all cases to the rights, responsibilities, and authority of the parties under the Michigan Revised School Code or any other national, state, county, district, or local laws. The arbitrator shall not usurp the function of the Board of Education and/or the teachers or the proper exercise of this judgment and discretion under law and this Agreement.

D. The fees and expenses of the arbitrator shall be shared at the rate of fifty percent (50%) for Association and fifty percent (50%) for the Board.

E. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should the Board fail to respond within the time limits specified, the remedy sought shall be granted to the Grievant.

## **ARTICLE XII**

### **VACANCIES, PROMOTIONS, AND TRANSFERS**

A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for a transfer to a different class or position shall be made in writing, one (1) copy of which shall be filed with the administrator/School Board. The application shall set forth the reasons for grade or position sought and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Principal/Superintendent.

- B. In the case of an involuntary transfer the administrator shall notify the teacher of the reasons for such transfer. If this teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure.
- C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.
- D. Any new position that is created must be posted in the same manner as any vacancy.

### **ARTICLE XIII**

#### **NEGOTIATION PROCEDURES**

- A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not within the knowledge or contemplation of either party or both of the parties at the time they negotiated or signed this agreement.
- B. Not later than May 1 of the calendar year in which this Agreement expires the Association and the Board agree to begin negotiations of a successor Agreement.
- C. In any negotiation described in this Article it is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association. Both parties mutually pledge that representatives selected by each party be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining subject only to such ultimate ratification.

### **ARTICLE XIV**

#### **MISCELLANEOUS**

- A. **Tuition Reimbursement** - The Board may pay up to one-half (1/2) of the tuition upon successful completion of course work for courses in an accredited program of study (approved by the Superintendent), up to a maximum of \$100 per credit hour. In order to be reimbursed, a teacher must provide the administration with (1) proof of payment for the class/classes and (2) proof of successful completion of class/classes. The Board will not provide any payment for which a teacher has received a full scholarship or other payment of tuition, but will pay one-half (1/2) of the teacher out-of-pocket cost of tuition up to maximum of \$100 per credit hour.
- B. **Credit for Experience** - The School District **may** allow up to five (5) years of outside experience (Michigan certification or equivalent) when determining the salary of an experienced teacher who comes to the system from another district.
- C. **Retirement** - The School District will be responsible for the payment of retirement charges as required by law.
- D. **Mileage** - Employees using their own automobile to conduct school business with the prior

approval of the Superintendent or designee will be reimbursed at the current IRS rate.

E. **Flexible Benefit Language** – The Board will offer PAK B (vision care, dental care, life, and long term disability) insurance premiums for employees who choose not to take school district insurance coverage.

F. **Stipends for Professional Development Language** - The Powell Township Board of Education agrees to pay a stipend equal to the substitutes daily pay to teacher(s) approved by the Superintendent to attend professional development workshops, in service sessions, seminars, etc. (not including labor training) that are held on a Saturday, Sunday, or any day school is not in regular session or on a day that is not covered by this Agreement. The Board will not pay this stipend in the event that the Board has agreed to pay the cost of tuition.

G. **Regular Part-Time Substitute Teacher (Long-term, State Permitted Teacher) Salary:**

1. The Powell Township Board of Education defines a Regular Part-Time Substitute Teacher as a teacher who substitutes for a regularly employed teacher at Powell Township School who teaches less than full time five (5) days per week, one hundred eighty (180) days with students].

2. The Powell Township Board of Education recognizes that under certain conditions it is in the best interest of the students to continue the employment of a substitute teacher for an extended period of time and, therefore, sets the following policy regarding pay for said substitute teacher:

(a) A regular part-time substitute teacher teaching under a Long-term, State Permit will be paid the daily substitute rate set by the Powell Township Board of Education for the period of fifteen (15) days or five (5) consecutive weeks [one- (1) day-a-week positions], whichever comes first.

(b) Beginning on the sixteenth (16th) consecutive day of substitute teaching or the sixth (6th) week of the semester, whichever comes first, the substitute teacher teaching under a Long-term, State Permit will be paid based on the current contract between the Powell Township Education Association and the Powell Township Board of Education. Salary will be based on the BA level, first (1st) step, or the lowest salary on such a pay schedule.

H. Increased hours mandated by the State of Michigan up and beyond the current hours of employment will be bargained and/or implemented in compliance with State standards.



**ARTICLE XV**  
**CONTRACT SIGNATURES**

BOARD OF EDUCATION POWELL TWP. SCHOOL DISTRICT

Board President	Date
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Board Secretary	Date
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Superintendent	Date
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POWELL TOWNSHIP EDUCATION ASSOCIATION/MEA/NEA

MEA 17-A UniServ Director	Date
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Union President	Date
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PN Team Chair	Date
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***This agreement shall be effective on the first day of school with teachers in the Fall of 2025 and shall continue in effect until the first day of school for teachers in the Fall of 2028.***

## APPENDIX A

### 2025-2026 POWELL TOWNSHIP EA SALARY SCHEDULE (4% Increase)

YEAR	MULTIPLIER	BA DEGREE	MULTIPLIER	BA+18	MULTIPLIER	BA+36 or MS	
1	1.00	\$ 48,010	1.05	\$ 50,411	1.12	\$ 53,771	
2	1.04	\$ 49,930	1.10	\$ 52,811	1.17	\$ 56,172	
3	1.08	\$ 51,851	1.15	\$ 55,212	1.22	\$ 58,572	
4	1.12	\$ 53,771	1.20	\$ 57,612	1.27	\$ 60,973	
5	1.16	\$ 55,692	1.25	\$ 60,013	1.32	\$ 63,373	
6	1.20	\$ 57,612	1.30	\$ 62,413	1.37	\$ 65,774	
7	1.24	\$ 59,532	1.35	\$ 64,814	1.42	\$ 68,174	
8	1.28	\$ 61,453	1.40	\$ 67,214	1.47	\$ 70,575	
9	1.32	\$ 63,373	1.45	\$ 69,615	1.52	\$ 72,975	
10	1.36	\$ 65,294	1.50	\$ 72,015	1.57	\$ 75,376	
11		\$ 66,044	1.55	\$ 74,416	1.62	\$ 77,776	
12		\$ 66,794		\$ 75,166		\$ 78,526	
13		\$ 67,544		\$ 75,916		\$ 79,276	
14		\$ 68,294		\$ 76,666		\$ 80,026	
15		\$ 70,294		\$ 78,666		\$ 82,026	
16		\$ 71,044		\$ 79,416		\$ 82,776	
17		\$ 71,794		\$ 80,166		\$ 83,526	
18		\$ 72,544		\$ 80,916		\$ 84,276	
19		\$ 73,294		\$ 81,666		\$ 85,026	
20		\$ 75,294		\$ 83,666		\$ 87,026	
21		\$ 76,044		\$ 84,416		\$ 87,776	
22		\$ 76,794		\$ 85,166		\$ 88,526	
23		\$ 77,544		\$ 85,916		\$ 89,276	
24		\$ 78,294		\$ 86,666		\$ 90,026	
25		\$ 80,294		\$ 88,666		\$ 92,026	
26		\$ 81,044		\$ 89,416		\$ 92,776	
27		\$ 81,794		\$ 90,166		\$ 93,526	
28		\$ 82,544		\$ 90,916		\$ 94,276	
29		\$ 83,294		\$ 91,666		\$ 95,026	
30		\$ 85,294		\$ 93,666		\$ 97,026	

**2026-2027 POWELL TOWNSHIP EA SALARY SCHEDULE (4% Increase)**

YEAR	MULTIPLIER	BA DEGREE	MULTIPLIER	BA+18	MULTIPLIER	BA+36 or MS	
1	1.00	\$ 49,930	1.05	\$ 52,427	1.12	\$ 55,922	
2	1.04	\$ 51,927	1.10	\$ 54,923	1.17	\$ 58,418	
3	1.08	\$ 53,924	1.15	\$ 57,420	1.22	\$ 60,915	
4	1.12	\$ 55,922	1.20	\$ 59,916	1.27	\$ 63,411	
5	1.16	\$ 57,919	1.25	\$ 62,413	1.32	\$ 65,908	
6	1.20	\$ 59,916	1.30	\$ 64,909	1.37	\$ 68,404	
7	1.24	\$ 61,913	1.35	\$ 67,406	1.42	\$ 70,901	
8	1.28	\$ 63,910	1.40	\$ 69,902	1.47	\$ 73,397	
9	1.32	\$ 65,908	1.45	\$ 72,399	1.52	\$ 75,894	
10	1.36	\$ 67,905	1.50	\$ 74,895	1.57	\$ 78,390	
11		\$ 68,655	1.55	\$ 77,392	1.62	\$ 80,887	
12		\$ 69,405		\$ 78,142		\$ 81,637	
13		\$ 70,155		\$ 78,892		\$ 82,387	
14		\$ 70,905		\$ 79,642		\$ 83,137	
15		\$ 72,905		\$ 81,642		\$ 85,137	
16		\$ 73,655		\$ 82,392		\$ 85,887	
17		\$ 74,405		\$ 83,142		\$ 86,637	
18		\$ 75,155		\$ 83,892		\$ 87,387	
19		\$ 75,905		\$ 84,642		\$ 88,137	
20		\$ 77,905		\$ 86,642		\$ 90,137	
21		\$ 78,655		\$ 87,392		\$ 90,887	
22		\$ 79,405		\$ 88,142		\$ 91,637	
23		\$ 80,155		\$ 88,892		\$ 92,387	
24		\$ 80,905		\$ 89,642		\$ 93,137	
25		\$ 82,905		\$ 91,642		\$ 95,137	
26		\$ 83,655		\$ 92,392		\$ 95,887	
27		\$ 84,405		\$ 93,142		\$ 96,637	
28		\$ 85,155		\$ 93,892		\$ 97,387	
29		\$ 85,905		\$ 94,642		\$ 98,137	
30		\$ 87,905		\$ 96,642		\$ 100,137	

**2027-2028 POWELL TOWNSHIP EA SALARY SCHEDULE (4% Increase)**

YEAR	MULTIPLIER	BA DEGREE	MULTIPLIER	BA+18	MULTIPLIER	BA+36 or MS	
1	1.00	\$ 51,927	1.05	\$ 54,523	1.12	\$ 58,158	
2	1.04	\$ 54,004	1.10	\$ 57,120	1.17	\$ 60,755	
3	1.08	\$ 56,081	1.15	\$ 59,716	1.22	\$ 63,351	
4	1.12	\$ 58,158	1.20	\$ 62,312	1.27	\$ 65,947	
5	1.16	\$ 60,235	1.25	\$ 64,909	1.32	\$ 68,544	
6	1.20	\$ 62,312	1.30	\$ 67,505	1.37	\$ 71,140	
7	1.24	\$ 64,389	1.35	\$ 70,101	1.42	\$ 73,736	
8	1.28	\$ 66,467	1.40	\$ 72,698	1.47	\$ 76,333	
9	1.32	\$ 68,544	1.45	\$ 75,294	1.52	\$ 78,929	
10	1.36	\$ 70,621	1.50	\$ 77,891	1.57	\$ 81,525	
11		\$ 71,371	1.55	\$ 80,487	1.62	\$ 84,122	
12		\$ 72,121		\$ 81,237		\$ 84,872	
13		\$ 72,871		\$ 81,987		\$ 85,622	
14		\$ 73,621		\$ 82,737		\$ 86,372	
15		\$ 75,621		\$ 84,737		\$ 88,372	
16		\$ 76,371		\$ 85,487		\$ 89,122	
17		\$ 77,121		\$ 86,237		\$ 89,872	
18		\$ 77,871		\$ 86,987		\$ 90,622	
19		\$ 78,621		\$ 87,737		\$ 91,372	
20		\$ 80,621		\$ 89,737		\$ 93,372	
21		\$ 81,371		\$ 90,487		\$ 94,122	
22		\$ 82,121		\$ 91,237		\$ 94,872	
23		\$ 82,871		\$ 91,987		\$ 95,622	
24		\$ 83,621		\$ 92,737		\$ 96,372	
25		\$ 85,621		\$ 94,737		\$ 98,372	
26		\$ 86,371		\$ 95,487		\$ 99,122	
27		\$ 87,121		\$ 96,237		\$ 99,872	
28		\$ 87,871		\$ 96,987		\$ 100,622	
29		\$ 88,621		\$ 97,737		\$ 101,372	
30		\$ 90,621		\$ 99,737		\$ 103,372	

\$750 per year for each year beyond 11 years including years 11-14, 16-19, 21-24, 26-29, 31 and beyond . On years 15, 20, 25 and 30 employees will receive a \$2,000 increase.

Multipliers and step schedules remain the same with increases in the three contract years of 4.0%, 4.0%, 4.0%.

The master's step will also include a 36 credit equivalent. Credits that are not part of an official graduate program must be approved by a school board personnel committee to verify rigor and relevance.

## **APPENDIX B**

### **INSURANCE BENEFITS**

The specific Medical Plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UP APA). Should the district no longer participate in the UP APA, or if the UP APA no longer exists, the existing MESSA plans will be in place until other plans are negotiated. Dental, vision, life, and long-term disability benefits are still subject to this collective bargaining agreement and listed below.

#### **Health Insurance**

MESSA Area Purchasing Agreement (APA)

#### **Dental Insurance**

Delta Dental

#### **Vision Insurance**

VSP3 Plus P 250 CL

#### **Life Insurance & ADD**

\$30,000

#### **Disability Insurance**

90 Day Wait, Modified Fill, 60% of Salary Up to \$5,000/Month Max

## **APPENDIX C**

### **2025-2026 POWELL TOWNSHIP SCHOOL CALENDAR**

August 26 - August 28, 2025	Teacher Professional Development Days (No School)
September 2, 2025	First Day of School for Students
October 13, 2025	No School for Students / Teacher Professional Dev. Day
October 31, 2025	End of 1 <sup>st</sup> Marking Period
November 6, 2025	Student ½ day (am), Parent Teacher Conferences (pm)
November 7, 2025	Student ½ day (am), Teacher Professional Dev. (pm)
November 26, 2025	Early Release ½ day (am) for Staff and Students
November 27 & 28 2025	Thanksgiving Holiday Break (No School)
December 19, 2025	Early Release ½ day (am) for Staff and Students
December 20, 2025 - January 2, 2026	Winter Break (No School)
January 5, 2026	Classes Resume
January 16, 2026	End of 2 <sup>nd</sup> Marking Period
February 19, 2026	Student ½ day (am), Parent Teacher Conferences (pm)
February 20, 2026	Student ½ day (am), Teacher Professional Dev. (pm)
March 27, 2026	End of 3 <sup>rd</sup> Marking Period
March 27, 2026	Early Release ½ day (am) for Staff and Students
March 30 - April 3 2026	Spring Break
April 6, 2026	Classes Resume
May 25, 2026	Memorial Day (No School)
June 5, 2026	End of 4 <sup>th</sup> Marking Period / Last Day of School (½ Day)

#### **SCHOOL CALENDAR**

A committee will be formed comprised of two (2) representatives for the Powell Township Education Association, the Superintendent, and one (1) Board of Education member from the Powell Township School District.

This agreement shall be effective as of July 1, 2025 and shall continue in effect until the first day of School for teachers in 2028-29.

The Powell Township Schools calendar consists of 180 student contact days and 184 workdays for teachers.