

INTRODUCTION

This Agreement effective the 1st of January 2015 by and between the Northwest Community Schools of Jackson County, Michigan, hereinafter called the "Board," "District," or "Employer," and the Jackson County Education Association, hereinafter called the "Association."

WITNESSETH

Whereas, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment and,

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

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

ARTICLE 1- RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for all professional employees employed by the Northwest Board of Education, including full time certified adult and alternative education teachers who teach credit courses, but excluding per diem employees, teacher aides, supervisors, technology coordinator, and adult and community education coordinator. The term "*teacher*" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined and references to male teachers shall include female teachers.

"Full time" alternative education teachers are certified alternative education teachers who are regularly scheduled to work at least thirty-two (32) hours per week. Alternative education teachers who are regularly scheduled to work less than thirty-two (32) hours per week are not covered by the terms of this Agreement.

- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- C. For the purposes of the contract, substitutes shall be placed under contract or letter of agreement and shall be covered by this Agreement when their employment in one (1) position exceeds eleven (11) consecutive weeks.
- D. Those professional employees employed by the Northwest Board of Education whose employment begins and ends with the summer session will not be extended certain fringe benefits granted to all other professional employees of the Board through this Agreement. Those certain fringe benefits are described in the following Articles of this Agreement: Article V; Article VI, C-2-F; Article VI, D-4; Article VIII, D; Article IX; Article X, E.

ARTICLE 2 - ASSOCIATION RIGHTS

- A. **USE OF SCHOOL BUILDINGS.** The Association and its respective affiliate, the Northwest Education Association, hereinafter referred to as the "NWEA" may use the school buildings for meetings if prior approval is obtained from the Director of Building and Grounds at least twenty-four (24) hours in advance. Established building use policies will prevail.
- B. **BUSINESS ON SCHOOL PROPERTY.** Duly authorized representatives of the Association and their respective affiliate, the NWEA, shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations.
- C. **SCHOOL FACILITIES AND EQUIPMENT.** The NWEA shall have the right to use school facilities and equipment, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all said equipment.
- D. **BULLETIN BOARDS.** The Association and its respective affiliates, the NWEA, shall have the right to post notices of its activities and matters of Association concern on a bulletin board in each building designated for such use by the building principal as long as this in no way interferes with the regular and orderly operation of the school.
- E. **INFORMATION.** The Board agrees to make available to the Association or its respective affiliate, the NWEA, information of public record, which the Association requires to administer this Agreement and to formulate contract proposals.
- F. **AGENDA AND MINUTES.** The Board agrees that the President of the NWEA shall receive the agenda and minutes of all public school board meetings.
- G. **DISTRICT MAIL or E-MAIL SERVICE.** At any time during the school year while school is in session the Association and its respective affiliate, the NWEA, may use the District's mailboxes or e-mail service for communications to teachers. The Association shall assume responsibility for contents of communications and shall comply with the applicable provisions of the District's Technology Use and Safety Policy when using its e-mail. The Association shall not use the District's mailboxes or e-mail service to disseminate information supporting or opposing a candidate or a ballot proposal.
- H. The Association and its respective affiliate, the NWEA, may have the opportunity to discuss, upon request, any new or modified fiscal, budgetary, educational policy, tax or construction programs prior to their adoption or publication.
- I. **CONDUCTING OF ASSOCIATION BUSINESS.**
1. The President of the Northwest Education Association shall be allowed to conduct Association business during working time other than time when he/she has assignments. If such assignments are not class assignments, he/she may, by prior arrangement with the principal, be relieved to conduct Association business. If possible, without curtailment of program, increasing class load or hiring of additional staff, or otherwise adding additional cost to the district, the principal will attempt to schedule one (1) period of duty other than class duty. The president may leave the building outside of his/her student contact time with prior arrangements of the building

principal in advance. If the president is assigned to the middle school or high school, he/she shall not be given a homeroom but may be assigned to one temporarily in an emergency.

2. If a middle school or high school teacher is elected president of NWEA he/she will be allowed to use up to two (2) hours per week of preparation time to perform duties of the office of president. If an elementary teacher is elected president of NWEA, he/she will be provided with up to two (2) half days per month, or two (2) hours per week of time to perform the duties of the office of president, with prior arrangements with the building principal and providing there is no curtailment of program, or any other increased cost to the district. Any release time provided for the purpose of this agreement shall be used for business related to the Northwest Community Schools and shall be conducted at a site in the District except where otherwise approved by the principal or superintendent.

- J. **CONFERENCES.** Any official delegate of the Association shall be entitled to attend conferences as representatives of the Jackson County Education Association or the Northwest Education Association without loss of pay providing that such request is approved by the president of the NWEA. This shall be limited to a total of ten (10) days per school year.

Attendance at conferences or meetings beyond the ten (10) day limit may be granted by the Board upon the approval of the NWEA president providing that the Association shall reimburse the School District for the salary of the substitutes required with no loss of pay for the teacher.

Leave to attend meetings or conferences for all officers of the JCEA may be granted upon the approval of the NWEA president providing that the JCEA or the NWEA shall reimburse the School District for the salary of substitutes required and no loss of pay for the teacher shall result.

All of the above provisions are void unless the proper form is executed and filed with the principal at least twenty-four (24) hours prior to the date of the absence except in cases of emergency when forms shall be filed later.

- K. **SCHOOL DAY NEGOTIATIONS.** If at the request of the Board a teacher is engaged during the school day in negotiating in behalf of the Association with any representative of the Board, he/she shall be released from regular duties without loss of salary and without deduction from sick leave.
- L. **PRESIDENT OF JCEA.** In the event an employee of the Board is elected President of the Jackson County Education Association, said employee shall be granted regular released time as requested, provided that the JCEA reimburse the Board that proportion of said employee's salary and fringe benefits equal to the amount of released classroom time.
- M. **NEW TEACHERS.** The District will inform the Association of the date for the orientation of new teachers and the Association will be provided the opportunity to speak for a period of not to exceed thirty (30) minutes at that orientation session.

ARTICLE 3 - TEACHER RIGHTS

- A. **MICHIGAN PUBLIC EMPLOYMENT RELATIONS ACT (PERA).** Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support an organization for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in any organization, his participation in any activities of that organization or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. **MICHIGAN GENERAL SCHOOL LAWS.** Nothing contained in this Agreement shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. **NON-DISCRIMINATION.** Neither party shall unlawfully discriminate against any employee because of the employee's religion, race color, national origin, age, sex, height, weight, marital status or disability and neither party shall unlawfully discriminate against any employee because of the employee's membership or non-membership in the Association.
- D. **PRIVATE LIFE.** The Board and the Association agree that the private life of a teacher is his/her own affair unless his/her conduct should adversely affect his/her relationship with students or the discharge of his/her teaching and other school related activities.
- If such conduct does exist the Board agrees to discuss the problem with the teacher prior to taking any disciplinary action. The teacher will be allowed representation at such discussion upon request.
- E. **NOTICE.** Board policies and regulations are available on the district website. Employees should periodically review applicable terms. Changes to Board policy will be sent to the Association President.
- F. **ACADEMIC FREEDOM.** Both the Board and the Association recognizing the importance of seeking to inspire to develop respect for truth, a recognition of individual freedom, social responsibility and the democratic tradition and an appreciation of individual personality are encouraged to work together to create and preserve an atmosphere which is supportive of academic freedom for teachers and students. Core curriculum shall be in compliance with the School Code.

It shall be the responsibility of the teacher to work towards the accomplishment of the objectives of the course of study for each subject he/she is assigned. In the pursuit of these objectives, freedom of individual expression and innovative curriculum improvements are encouraged. It is expressly understood that responsibility for changes in course curriculum rest with the Board and its representatives, and is first submitted to and reviewed by curriculum study committees and then submitted to the Northwest 360

Committee, the Superintendent and the Board for approval or disapproval. Core curriculum shall be in compliance with state law and regulations.

1. **Professional Methodology.** Although bargaining unit members are free to use appropriate professional methodology to achieve Board approved educational goals and objectives of the School District, they are also professionally obligated to use Board approved instructional materials and textbooks in providing classroom instruction.
2. **Evaluation of Student Performance.** Evaluation of student performance is the responsibility of the professional staff within the bargaining unit and/or the administration as appropriate pursuant to Michigan law.

G. **MENTOR TEACHERS**

1. Each new teacher shall be assigned a Mentor Teacher during the new teacher's first three (3) years in the classroom as required by Section 1526 of the School Code or during each year of the new teacher's probationary period, whichever is greater.
2. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion. The District will make a reasonable effort to have the mentor teachers be members of the bargaining unit if it best serves the mentee. Participation as a mentor shall be voluntary.
3. If a member of the bargaining unit is assigned as a Mentor Teacher the teacher shall be called a Mentor and the following shall apply:
 - a. Mentors shall be tenured teachers.
 - b. Whenever practical, mentors shall work in the same building and shall have the same certification as the new teacher.
 - c. Mentors shall not be required to participate in the evaluation of a new teacher.
 - d. Each mentor shall be given the equivalent of one (1) workday each year in increments of time to observe each of the mentor's mentee(s). Each mentor will be permitted up to two (2) additional half days per year to meet with their mentee(s).
 - e. Each mentor shall be provided with one hundred dollars (\$100.00) for classroom materials for serving as a mentor during a mentee's first year of probation and fifty dollars (\$50.00) a year for classroom materials for serving as a mentor during a mentee's second, third or fourth year of a mentee's probationary period.
4. The Association shall be promptly notified of all mentor assignments.

ARTICLE 4 - RIGHTS OF THE BOARD

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
1. **Executive Management**. To provide the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
 2. **Hire and Fire**. To hire all employees and subject to the provisions of law, as well as this contract, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
 3. **Establish Grades and Courses**. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board. The Board shall always be cognizant of the opinions and recommendations of the professional staff.
 4. **Methods and Materials**. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature. The Board shall always be cognizant of the opinions and recommendations of the professional staff.
 5. To determine class schedules the hours of instruction and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
 6. To determine fiscal policies and authorize all expenditures of public monies.
 7. To adopt the school calendar.
 8. Nothing in this contract shall in any way prevent the Board from participating in cooperative educational programs. Prior to any decision being made with respect to said programs, the proposed programs would be processed through the professional council.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States and the State of Michigan.

ARTICLE 5 - PAYROLL DEDUCTIONS

- A. The parties agree that members of the bargaining unit may join the Association and pay the dues, or may choose not to join the Association and refrain from paying dues. Neither the Board nor the Association will coerce, discriminate or otherwise impact on any employee for exercising their legal rights under Act 338 of Public Acts of 1947 as described in Article 3, A of this agreement.
- B. **PAYROLL DEDUCTIONS.** The Board shall also make payroll deduction upon written authorization from any teacher for school employees' credit union, Association and Board approved tax sheltered annuities, city income tax, United Fund, U.S. Bond Program, additional insurance coverage by approved carrier or any other plans or programs jointly approved by the Association and the Board. No change in deductions will be allowed except by written authorization from any teacher at least two (2) weeks prior to the change.
- C. **ELECTRONIC TRANSFER OF PAYROLL AND OTHER PAYMENTS.** The district and association agree to abide by state law regarding electronic transfer of payroll and other payments to employees. The district will work with its bank to provide for either the electronic transfer of such funds, or to provide the employee with a debit card or the equivalent. Association members must notify the district one week prior to receiving their first paycheck.

ARTICLE 6 - WORKING CONDITIONS

- A. **HOURS**
1. **High School and Middle School and Alternative Education.** Teachers at the high school and middle school shall report and be on duty at 7:15 a.m. and may leave at 2:48 p.m., except that on Fridays and days preceding holidays, teachers may leave at 2:33 p.m.
 2. **Elementary.** Teachers at all elementary schools shall report and be on duty at 8:12 a.m. and may leave at 3:45 p.m., except that on Fridays or the day preceding a holiday they may report and be on duty fifteen (15) minutes later in the morning.
 3. **Student Contact Time.** The student contact time of each teacher in grades one (1) through five (5) shall not exceed six (6) hours and twenty-two (22) minutes. The student contact time of each teacher in grades six (6) through twelve (12) shall not exceed five (5) hours and forty seven (47) minutes.
 4. **Duty-Free Lunch.** All teachers shall be entitled to a duty-free, uninterrupted lunch period of not less than thirty (30) minutes.
 5. **Elementary Preparation.** Elementary teachers shall have as preparation time those recess periods when their class is at recess and supervised by playground personnel of at least one hour and forty minutes per normal week.

Elementary teachers, including kindergarten, shall have as preparation time those periods when the class is receiving music or P.E. instruction by a special teacher for an average in a building per teacher of at least one hundred twenty (120) minutes per week in addition to the supervised playground described above, for a total of two hundred and twenty (220) minutes per normal week. Every reasonable effort will be made to insure that each teacher gets his/her scheduled preparation time.

The parties agree to establish a committee to begin meeting on or about January 15, 2014, to review the issue of preparation time for elementary teachers for the 2014-2015 school year. The committee shall consist of 2 elementary Principals, 2 Teachers from each elementary building, the Curriculum Director and the Superintendent.

6. **Use of Preparation Time.** Preparation and conference time, being part of the teacher's workday, is expected to be used for school-related duties, conferences with students, parents, administrators, or other teachers, or work on various committees. If any of these duties necessitate leaving the building, the teacher shall request permission from the principal in his/her building. If the principal is not available, the teacher will sign out of the office. The teacher will leave information on how he/she can be contacted.
7. **Supervision of Students.** Although teachers shall be generally responsible for supervision of students between classes, both the Board and the Association recognize that from time to time any particular teacher may not be present in the hall outside their rooms. It is further recognized that teachers shall be entitled to attend to personal and/or professional callings during this time.
8. **Other Duties.**
 - a. **Elementary Parent/Teacher Conferences.** All elementary teachers shall make reasonable attempts to schedule parent/teacher conferences outside student contact time with each of their students' parent(s). Said conferences shall be scheduled for at least fifteen (15) minutes in length. Each elementary teacher shall submit a completed parent contact form (Appendix F) for each student regarding parent/teacher conferences. Elementary P.E. and music teachers shall schedule parent/teacher conferences as deemed necessary by the teacher or principal (with good reason) or at the request of the parent.
 - b. **Calendar Committee.** The Calendar Committee, with a representative from each building, shall determine conferences and open houses with input from the Building Committee. Such conferences and the open houses shall be included in the calendar. The intent of this paragraph is to enable all teachers and parents to more efficiently schedule parent/teacher conferences.
 - c. **Open House.** All teachers are expected to attend (but will be excused for good reason by the principal) one open house per year.
 - d. **High School Graduation.** High school teachers are expected to attend the high school graduation unless excused by the principal for good reason. Other teachers are encouraged to attend the high school graduation. If graduation is scheduled for Friday evening of Memorial Day weekend, all

teachers in the district are encouraged to attend. High school teachers choosing not to attend graduation on the Friday of Memorial Day weekend, must notify the building principal of his/her decision by Wednesday of graduation week. A policy for addressing problems/issues with this provision will be discussed and resolved by the Northwest 360 committee prior to April 30, 2014.

9. **Meeting During the Normal Work Day.** In-service workshops, conferences or programs will not be held during regularly scheduled teacher workdays except with the approval of the teachers involved. Attendance at teacher meetings held on teacher workdays will be required but will not be longer than one (1) hour in duration.
10. **Meeting Beyond the Normal Work Day.** When workshops, conferences, meetings and/or programs are held beyond the normal working day, they shall not exceed one (1) hour beyond the normal working day. The aggregate time for such meetings beyond the normal working day in any school year shall not exceed four (4) hours. The teachers shall be notified of the date and subject of said meeting at least five (5) working days in advance except in cases of emergency.
11. **Lesson Plans.** It is the responsibility of each teacher as well as the Board to provide the highest quality instructional program practicable for every boy and girl in the School District. To this end, teachers shall be expected to prepare and have daily lesson plans available in the classroom. The lesson plans shall, upon request, be subject to review and copying by building administrators. Except as required by a plan of assistance or individualized development plan, a teacher shall not be required to turn in their lesson plans on a regular or continuing basis.
12. **School Activities.** Teachers are encouraged to participate in activities at the school such as open house, PTO meetings, and public performances of children in plays, concerts, athletic activities or other extracurricular activities.

B. **CLASS SIZES**

1. **Elementary Class Loads (pre-K-5):** Elementary classes shall not exceed thirty (30) students. Elementary music and physical education classes shall not exceed a weekly limit equal to the number of classes multiplied by thirty (30) students, but in no case shall they exceed thirty three (33) students. In classes that are ability grouped, the low group should not exceed twenty (20) students, but in no case shall exceed twenty-two (22). Exceptions to the mandatory size limits may be made with the approval of the teacher and the Association. If class sizes exceed any of the above stated amounts by more than one student in a majority of sections offered (e.g. if there are 9 third grade classes with 31 or more students in 5 of those classes) the District will meet with the Association within three (3) calendar weeks following the time the situation occurs to discuss the situation and create a plan.
2. **Middle and Senior High Class Loads (6 – 12)**
 - a. **Traditional Schedule.** In the middle and senior high schools, with the exception of Music and Physical Education, the maximum class load for a traditional schedule shall not exceed one hundred fifty (150) students per teacher per day, and the number of students in any one (1) class, except Music and Physical Education, shall not exceed thirty-one (31). In Industrial

Arts, Home Economics, and Art classes, the class load shall not exceed one hundred forty (140) students per day.

- b. **Study Hall.** Study hall classes shall not exceed fifty-five (55) students.
- c. **Miscellaneous.** Special consideration shall be given by the Board to reduce class sizes in special areas where facilities are limited as well as in those classes that are low ability groups. Exceptions to the mandatory class size and class load limits may be made with the approval of the Teacher and the Association. A concerted effort will be made to complete all class changes and balancing of classes by the end of the second week of each term.
- d. **Extra Student Credits.**

High School: For each student day that a teacher has a class load of more than one hundred sixty-five (165) students (one hundred fifty-seven [157] for Industrial Arts, etc.) under a two (2) day block schedule, or more than one hundred fifty (150) students (one hundred forty [140] for Industrial Arts, etc.) under a traditional schedule, the teacher shall receive an extra student credit for each excess student in an amount equal to the teacher's annual base salary divided by the number of student days divided by one hundred sixty-five (165), one hundred fifty-seven (157), one hundred fifty (150), or one hundred forty (140), as the case may be. For example, the extra student credit for a teacher earning fifty thousand dollars (\$50,000) on a two (2) day block schedule would be one dollar and sixty-seven cents (\$1.67) per day (Example: \$50,000, divided by 181 days, divided by 165 students). For each student day that a teacher has a class with more than thirty-one (31) students but a class load of less than one hundred sixty-five (165), one hundred fifty-seven (157), one hundred fifty (150), or one hundred forty (140), as the case may be, the teacher shall receive excess student credit as calculated above, divided by the number of classes on that day. Extra student credits shall be paid within thirty (30) days after the end of the semester for which the credits are due.

Elementary: For each student day that a teacher has a class load of more than thirty (30) students the teacher shall receive in the first pay available after the end of the trimester an overage stipend according to the following formula: Salary divided by one hundred eighty (180) divided by thirty (30), times the number of students over thirty (30).

- 3. For scheduling purposes at the beginning of the school year, the administration will make every effort, based on enrollment information, not to schedule students into classes such that they are filled to the maximum allowed under this Agreement on the opening day of school for students.
- 4. **Classroom Space.** It is recognized by the Board that suitable classroom space for students should be provided. The administration will make reasonable efforts in scheduling students into classes such that the assigning of more students into a class than there are student workstations will be avoided.
- 5. **Class Size – Alternative Education.** The Administration will continue the current practice of taking reasonable steps to maintain class sizes at acceptable levels. The foregoing shall not be applicable to learning center classes.

6. **Physical Education Classes.** The Board agrees to make a reasonable effort to equalize the number of students in physical education classes in each building taking into account scheduling and other relevant factors.

C. **QUALIFICATIONS AND ASSIGNMENTS**

1. **Qualifications**

- a. **Teaching Certificate.** Each teacher K-12 shall possess a valid teaching certificate (and endorsement when necessary) and be highly qualified if teaching a core academic subject, for the State of Michigan for the grade level and subject area to which the teacher is assigned. Each full time alternative education teacher shall possess a valid teaching certificate and endorsement when necessary, from the state of Michigan for the area to which the teacher is assigned.
- b. A teacher who would be unable to complete the credit hours required to be considered qualified without being released from work may be released with pay pursuant to arrangements approved by the Board on a case-by-case basis.
- c. Any deviation from the timelines due to extenuating circumstances requires approval of the superintendent after review of the circumstances by the professional council.
- d. In making internal building assignments at the elementary level, part-time teachers will not be assigned to full-time positions.
- e. At the time that the No Child Left Behind legislation goes into effect, all personnel must meet the requirement of the legislation.

2. **Assignments**

- a. **Notice.** All teachers shall be given notice of their schedules and room assignment for the forthcoming year, no later than the day preceding the last day of school. Every effort will be made to make copies of the textbooks to be used available at the same time. In the event that changes in such schedules and room assignments are proposed, all teachers affected shall be notified promptly. Teachers' schedules and room assignments may be changed after the first day of August in the event of unforeseen circumstances.
- b. **Summer School.** All summer school assignments shall be posted each year as vacancies as provided in Article VIII B. The postings shall include the minimum and other qualifications for each assignment. Teachers with summer school assignment requests shall be promptly notified of any training required or preferred for summer school assignments.
- c. Under no condition shall a classroom teacher be required to drive a school bus. Working on the playground or cafeteria duty shall be on a voluntary basis.

- d. **Substitutes.** The Board shall make a concerted effort to hire substitute teachers for all teaching positions when teachers are absent with the exception of counselors and secondary librarians.
- e. **Professional Courtesy.** The Board and the Association hereby endorse the concept of Professional Courtesy. Professional Courtesy shall be duties performed by a teacher during released or non-instructional time for another teacher who is indisposed by circumstances either by or beyond his control. In any case, professional courtesy shall be extended only with the consent of both the teacher extending the courtesy and the teacher receiving the courtesy, subject to the approval of the Building Principal or his designee.
- f. **Student Teachers.**
 - (1) Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one (1) such student teacher per year. Only a tenured teacher will supervise a student teacher.
 - (2) No student teacher shall be used as a substitute for any teacher other than his critic teacher.
 - (3) All monies received by the District from colleges and universities for the supervision of a student teacher will be returned to the supervising teacher to purchase classroom materials.

D. **SUPPLIES AND MATERIALS**

1. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment used for instructional purposes, current periodicals, standard tests and questionnaires, keyboarding and other such materials, are the tools of the teaching profession. Building principals shall meet with the NWEA building representative and/or a committee designated by him/her from time to time prior to the major purchase of educational materials, for the purpose of improving the selection and use of same. Careful consideration will be given by said principals to the opinions of the representatives of the Association in the placing of orders or expenditure of funds for supplies.
2. The Board agrees to make available in each school adequate computing and duplicating facilities to aid teachers in the preparation of instructional material.
3. The Board shall provide:
 - a. A separate desk for each teacher in the District.
 - b. Suitable space for each teacher to store coats, overshoes, and personal articles.
 - c. Large display media such as a white board.
 - d. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
 - e. Storage space for instructional materials, including a file cabinet, if requested.

- f. Materials required in daily teaching responsibility.
- g. Telephone facilities for teachers' use outside of the administrative area.
- h. Lockable space shall be available.
- i. E-mail address and access.

E. **SCHOOL IMPROVEMENT**. The parties agree employee participation in decision making is effective in providing positive results for education. The topic of School Improvement is of interest to both the Board and the Association.

Participation, outside the normal workday, and the exceptions to the normal workday as provided in this Agreement, on any School Improvement Committee established as a result of Section 1277 of the Revised School Code shall be voluntary.

Changes recommended by the Northwest 360 Committee that require a deviation from this agreement will be permitted only after a properly executed Letter of Agreement between the JCEA and the Board.

Composition of the Northwest 360 Committee will be as agreed upon between the parties.

F. **LEAST RESTRICTIVE/MEDICALLY FRAGILE**

1. The Board shall, upon request, bargain with the Association about problems that may arise regarding the implementation of the Least Restrictive Environment concept or education of Medically Fragile students.
2. A committee comprised of the building principal, teachers and special education aides providing instructional services to a special education student (emotionally impaired, moderately cognitively impaired, severely cognitively impaired, severely multiply impaired, autism spectrum disorder, physically or otherwise health impaired) shall on a case-to-case basis mutually determine the training, observation opportunities and other support to be provided to the teachers and special education aide and the level of information awareness to be provided to other building staff. The training shall include administration of medication and medical procedures, if any, required for the student. Due care will be taken to comply with the Family Educational Rights and Privacy Act and appropriate confidentiality will be maintained at all times.
3. **Equitable Distribution**. Within each school building the District shall, whenever possible, attempt to equitably distribute special education students assigned to the same grade level or course among the grade level classes or course sections in that building. When placing and distributing such students the district shall consider each student's unique needs as determined by the individual educational planning team (IEP team), the abilities of each teacher, and other relevant factors. Although all teachers must be willing to accept and work effectively with special education students and complete appropriate training, the District shall first consider placement of such students with teachers who volunteer for such placements.
4. **Attendance at IEP Meetings**. The Board shall give all staff who provide instructional services to a student with a disability, the opportunity to attend the student's IEP meetings.

Adequate notice to the appropriate staff member shall be given when the notice is prepared and sent to the Intermediate School District to send to the student's parents. Notice to staff of IEP meetings may also be given by e-mail.

G. OTHER WORKING CONDITIONS

1. **Facilities.** The Board shall make available in each school - lunchroom, restroom, and lavatory facilities, exclusively for adult use.
2. **Vending Machines.** Upon the request of the Association, soft drink and candy vending machines may be installed in the teacher's lounges for adult use. The Association will assume the responsibility for the housekeeping and operation of these machines.
3. **Classroom Temperature.** The Board shall make every effort to maintain classroom temperatures at a level that complies with Federal Energy Standards. Teachers with classrooms which are not sixty five degrees f. (65° F.) at the start of the school day shall be given first priority for the use of facilities which are above sixty five degrees f. (65° F). If temperatures in a classroom are 60 degrees or lower for more than one (1) day the District will relocate students and staff in another room, make other appropriate arrangements, or dismiss them for the day.
4. **Unsafe Conditions.**
 - a. The employee(s) will inform the Board of any job hazard as soon as the employee first becomes aware of any unsafe areas, conditions, or defective equipment. The employee will exercise reasonable safety precautions in the pursuit of the employee's duties and correct hazardous and unsafe conditions occurring within the realm of the employee's responsibility and capability.
 - b. The Board, upon notification of an alleged unsafe condition, shall investigate such condition and shall make reasonable adjustments in such condition if, as the result of the Board's investigation, the alleged unsafe condition is found to be a hazard to the employee(s).

ARTICLE 7 - CALENDAR

The school calendar for the school year(s) effective for the duration of this Agreement shall be as set forth in Appendix E.

- A. **LAST DAY "CHECK OUT."** On the last "teacher workday" teachers shall remain on duty until they have completed the necessary records, secured their rooms and materials for the summer, and completed the necessary check-out procedures with their building principal. In the event exams are scheduled on the last day of school, teachers who have such a schedule, shall be allowed to arrange with the building principal a time during the following two (2) weekdays to complete the annual checkout procedure.

B. **LENGTH OF YEAR.**

1. **Work Year.** There shall not be more than one hundred seventy eight (178) days of actual student instruction and not more than one hundred eighty (180) teacher workdays; provided, however, that the number of days of student instruction and teacher workdays are set forth in Appendix E.

2. **School Closures.**
 - a. When school is closed due to inclement weather, fires, epidemics, mechanical breakdowns or health conditions, teachers shall not be required to report.
 - b. Teachers will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.
 - c. The Board of Education shall not be required to cancel a "workday" (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 an in-service day) or that portion of any day which is scheduled to be a partial "workday" even though students do not report. However, the Board may do so at its discretion. The Board shall not be required to reschedule a "workday" or a partial workday, which is canceled, but may do so at its discretion.

3. **Compensation**
 - a. **Total Annual Salary.** Total annual salary is based upon teacher workdays as identified in Paragraph "B" above, during the entire school year regardless of whether the days actually worked are the same as originally scheduled or are different from those originally scheduled due to rescheduling by the Board. Teachers will be paid an additional per diem rate only for any days which they are required to work as part of the regular school year beyond the teacher workdays as identified in Paragraph "B" above.
 - b. **Unemployment Benefits.** In the event a teacher receives unemployment compensation benefits (which as used herein also includes "underemployment benefits") during the school year associated with his/her regular teaching assignment due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the teacher works those instructional days at a later time, the teacher will have his/her pay adjusted, such that his/her unemployment compensation plus the salary paid to the teacher for the year will be equal to the annual salary he/she would have earned for the school year had there not been scheduled days of instruction canceled for such reasons. This provision shall be subject to the following conditions:
 - (1) The total of unemployment compensation plus salary earned by employment in the District shall not be below that which the employee would have received had there not been any instructional days canceled for such reasons.

- (2) The total of unemployment compensation plus salary earned through employment in the District shall not be less than the teacher's salary from the same or similar period during the preceding school year.

c. **Legislation**

- (1) This calendar is subject to any legislation enacted during the term of this contract. This calendar will be modified to ensure compliance with such legislation.
- (2) If, at any time during the life of this agreement it becomes lawful to count as days of pupil instruction for all grades, days when pupil instruction is not provided due to conditions not within the control of school authorities such as due to inclement weather, fires, epidemics or health conditions, it is agreed that the following school closing provision shall become immediately effective:

When an Act of God or an Employer directive forces the closing of a school or other facility of the Employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost due to school closing under the foregoing circumstances shall not be rescheduled.

- (3) To the extent that any other provision of the collective bargaining agreement, such as the school closing provision, school calendar or the like shall be inconsistent with the foregoing, such provisions shall be null and void as to the extent of the inconsistency.

ARTICLE 8 - VACANCIES, TRANSFERS AND PROMOTIONS

- A. **REQUEST FOR REASSIGNMENT.** The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher to change his teaching assignment shall be made in writing, one (1) copy of which shall be filed with the Superintendent and one (1) copy shall be filed with the Association. The application shall set forth the reasons for the change.
- B. **POSTING.** Whenever a vacancy in any teaching assignment or any Appendix B assignment within the District shall occur, the district shall communicate said vacancies to all NWEA members via school e-mail. No vacancy shall be filled on a permanent basis until such vacancy has been listed with the Association for five (5) school days. In the summer such lists shall be posted in the administration building and on the District website for five (5) workdays. The Board and Association agree to expedite the notification process.

Teachers desiring to have vacancy notices sent to them during the summer shall leave their name, address and e-mail with the personnel office prior to the end of each school year. Only teachers certified for such vacancies will be mailed vacancy notices.

C. **VACANCIES.**

1. **Definition.** A vacancy shall be defined for purposes of this Agreement as a position previously held by an employee which the Board has determined to fill or a new position provided however:
 - a. Any vacancy occurring after September 15 of a school year may at the Board's option either be posted as provided above or be filled on a temporary basis for the remainder of the school year and posted as a vacancy for the next school year.
 - b. The definition does not apply when teachers voluntarily exchange positions, with agreement by the district within a building when a position becomes available during the school year after September 15.
 - c. An elementary special position, such as physical education, that becomes available shall be considered a vacancy and shall be posted district-wide.
2. **Varsity Coaching.** In filling vacancies for varsity coaching assignments, the Board shall consider the qualifications, backgrounds, and attainments of all applicants from within the District as well as applicants from outside the District. The parties recognize, however, that the filling of vacancies for varsity coaching assignments is the prerogative of the board, and the decision of the Board with respect to such matters shall be final. All teachers applying for varsity-coaching assignments shall be afforded the courtesy of an interview, provided the teacher meets the minimum qualifications as published in the job posting.

D. **FILLING VACANCIES.** Any qualified teacher may apply for a vacancy on forms furnished by the Board. One (1) copy is to be filed with the Superintendent and one (1) copy with the Association. The application shall set forth the reason(s) for desiring transfer, the school, grade, or position sought and the applicant's academic qualifications.

E. **ADMINISTRATIVE VACANCIES.** In filling vacancies in administrative positions the Board shall consider the professional qualifications, backgrounds and attainments of all applicants from within the School District, as well as applicants from outside the District. The parties recognize, however, that the filling of vacancies in supervisory and administrative position is a prerogative of the Board, and the decision of the Board with respect to such matters shall be final. All employees applying for an administrative position shall be afforded the courtesy of an interview, provided the employee meets the minimum qualifications as published on the job posting.

ARTICLE 9 - LEAVES OF ABSENCE

A. **LEAVES OF ABSENCE WITH PAY**

1. **Paid Time Off (PTO).** At the beginning of each school year each teacher shall be credited with twelve (12) PTO days. However, it is understood PTO days are earned on the basis of 1.2 days per month actually worked. If a teacher uses more than his/her allotment (including accumulated PTO days) and leaves employment with the District before the end of a school year, he/she will be liable (through payroll

deduction or direct payment by the teacher) for any pro-rated portion of the leave days taken but not earned. PTO days not taken in any year shall be credited to the teacher's PTO account, up to a maximum of one hundred ninety-five (195) days total. PTO leave days may be taken by a teacher for the following reasons and subject to the following conditions:

- a. **Use of Leave.** The teacher may use all or any portion of his/her PTO leave for reasons of illness, either personal or for the immediate family, injury or physical disability including maternity related disability. The Board may require an examination at Board expense, and/or a doctor's certificate for an apparent illness, injury or disability.
 - b. **Death in Immediate Family** The teacher shall be allowed three (3) working days, per occurrence, not to be deducted from PTO leave for a death in the immediate family. These days shall be available at the time of the death only. If additional time is needed two (2) workdays, per occurrence, shall be granted and deducted from PTO leave.
 - c. **Other Deaths** All teachers shall be granted one (1) day per year, not to be deducted from PTO leave, for the death of a friend or relative other than immediate family. One additional day per death of a close friend or relative other than immediate family may be granted and deducted from PTO leave.
 - d. **Illness in Immediate Family**. A maximum of Twelve (12) days per school year for an illness in the immediate family. Further leave may be granted at the discretion of the Superintendent.
 - e. **PTO Days**, other than for illness, will not be used on the day before or after a holiday or vacation period. Employees use of PTO days longer than six (6) consecutive days may require a doctor's note with an accompanying Leave of Absence Report Form and approval of the Superintendent.
 - f. **Perfect Attendance.** A teacher who has perfect attendance for a school year will be paid an amount equal to eight (8) days substitute teacher pay. A teacher who has one (1) day's absence from school per school year shall be paid an amount equal to six (6) day's substitute teacher pay. For purposes of this clause, absences for school business, Association business, jury duty, and bereavement for immediate family shall not be counted. Use of PTO days will be counted as absences from school. A partial day missed shall count as a full day missed from work.
 - g. **Definition of Immediate Family.** Immediate family is to be defined as follows: mother, father, brother, sister, wife or husband, son or daughter (biological, adopted, foster child, stepchild, legal ward), mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, step-mother, and step-father.
2. **Sick Leave Bank**— After one (1) full year of employment any employee who has exhausted his/her accumulated PTO leave days, may apply to a sick leave bank, for use during an approved medical leave. Teachers shall deposit one (1) accumulated leave day to the bank if at the beginning of any school year the bank contains less than six hundred (600) days. By a vote of the general membership once a year one additional day per teacher may be added to the bank.

All PTO leave days accumulated by a teacher in excess of the 195 day maximum shall be added to the bank.

There shall be a sick leave bank committee composed of two members of the teaching staff and two members of the administration. The committee shall be empowered to formulate the necessary rules and regulations for the operation of the sick leave bank. The rules and regulations as compiled by the committee shall become a part of this agreement by a letter of understanding.

Withdrawals may be requested from the bank by written application to the sick leave committee by a teacher who has exhausted his/her own leave days. The committee shall be empowered to approve or disapprove all such applications and to determine the number of days allowable if approved.

Any employee receiving such an allowance from the bank will not be expected to repay. A bargaining unit member shall be eligible, under the rules of the committee, to draw from the bank for a maximum of 28 days in a school year.

3. **Jury Duty Leave.** Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter (except a matter in which the teacher is an adverse party to the School District), connected with the teacher's employment or the operation of the School District, shall be paid his full salary for such time, provided that the teacher must reimburse the District the amount of compensation received from such duty, if any.
4. **Temporary Military Leave.** If a teacher must take temporary military leave (not to exceed fourteen (14) school days) during the school year, the Board shall compensate the teacher involved for the difference between the teaching pay and the military pay, as well as provide a substitute for the teacher.
5. **Workers' Compensation.** Absence due to injury or illness covered by Workers' Compensation incurred in the course of the employee's employment shall not be charged against the employee's personal sick leave for the first seven and five-tenths (7.5) work days of such absence. Following this period, the employee may choose "a" or "b."
 - a. An employee eligible for Workers' Compensation benefits will receive those benefits provided in accordance with the act exclusively.
 - b. Personal accumulated PTO days shall be made available to the injured employee during the period he/she is unable to work as a result of an accident. If the employee chooses this option of using PTO days, his/her Workers' Compensation benefits shall be supplemented by school funds to give the employee the equivalent of his/her regular daily rate. The employee's personal accumulated PTO leave would be charged with a proportionate amount of time lost, based on the ratio of the school funds used to make the employee's regular daily rate. The employee would continue to draw a regular biweekly paycheck, but would sign over the Workers' Compensation benefit check(s) to the District.
6. **Notification of Absence.** In all cases of absence, except for approved absences regarding school business, a teacher shall notify the District answering service at

least by 6:00 a.m. on the day of the absence. This shall apply to each day of absence unless notification has been made earlier.

7. **Available Lesson Plans.** Absentees shall have plans and materials so arranged that a substitute will be able to assume the position with a minimum of interruption. An absent teacher whose lesson plans are not available shall call lesson plans to the principal or a delegated representative before the start of the morning session.
8. A teacher who has been on duty for a period of two (2) or more hours in either the morning or afternoon session of the school day and must leave for emergency reasons during the session shall not be charged for any PTO for the half day that this occurred.
9. The Board shall furnish a written statement at the end of each school year setting forth the total PTO leave credit he/she has accumulated to that date.
10. **Snow Days** If school is closed due to inclement weather or other conditions on a teacher's PTO day and the teacher is eligible for a snow day under article VII-B, the day shall not be deducted from the teacher's accumulated sick leave or personal days.

B. LEAVES OF ABSENCE WITHOUT PAY

1. **Family Medical Leave Act.** The unpaid leave provisions of this Agreement shall be construed consistently with the requirements of the federal Family and Medical Leave Act. All unpaid leaves required by that Act shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement.
2. **Application for Leave.** All requests for leave will be applied for and granted or denied in writing and shall specify the reason for the leave and the beginning and ending dates requested or granted as the case may be. The teacher must apply for the leave at least thirty (30) days prior to its commencement except in cases of unforeseen circumstances or emergency or when some other time limit is established for a particular type of leave. In case of denial, reasons for such shall be given.
3. Beginning and ending dates of leaves are to correspond with the beginning or ending of school, a semester, a marking period or a vacation period in order to maintain the teacher-student relationship as effectively as possible.
4. **Notification of Return From Leave.** A teacher on leave shall notify the Board of his/her desire to return from such leave as early in the leave as possible but no later than April 1 for those wishing to return at the beginning of the next school year or at least twenty (20) school days prior to their return at other times of the year except where otherwise specified in this section. The Board shall remind the teacher in writing by certified mail by March 1 of the teacher's obligation to so notify the Board by April 1.

A teacher failing to notify the Board in writing of his/her intent to return by the required time shall be irrefutably and irrevocably considered as having voluntarily resigned.

5. **Assignment.**

- a. Any teacher returning from an approved leave of absence up to and including one (1) year will be returned to his/her specific assignment if it still exists. If the specific assignment is no longer in existence the teacher will be returned to a comparable position within the District.
- b. If an extended leave is requested and granted beyond one (1) year, there is no guarantee that the teacher will be returned to a specific building, grade level, or special assignment. The Board may extend the leave for one (1) additional year if requested to do so in writing by a teacher who is on extended leave wishing to return, who is unwilling to accept the assignment offered or if there is no position available for which he/she is qualified. If there are no assignments acceptable to the teacher at the end of the second year of the extended leave the teacher on leave will submit a resignation.

6. Failure to abide by the conditions and dates as specified for the leave will result in the termination of all rights of employment unless a variance has been granted by the Board at the request of the teacher.

7. **Types of Leaves.** Leaves of absence without pay will be granted as specified below. Except as required by the Family and Medical Leave Act or except as otherwise stated below, no benefits will accrue to a teacher during an unpaid leave of absence. Upon the return from such leave, the accumulated PTO leave benefit, as of the date the leave commenced, will be restored providing that the teacher has not been employed elsewhere in the interim.

- a. **Disability Leave.** A disability leave of absence shall be granted to any teacher unable to teach because of personal illness or disability, including pregnancy or termination of pregnancy.

Said leave shall commence upon request of the teacher, and with medical verification. It is further provided that:

- (1) The initial leave period shall be for the duration of such illness or disability up to one (1) year with right to return to the teacher's original position, i.e., B. 5 of this Article.
- (2) A disabled teacher may terminate said leave at his/her option, and return to his/her former position if he/she is physically able to teach. However, the date of return will be established mutually between the district and the affected teacher.
- (3) The granting of such leave will in no way interrupt seniority and rights attendant thereto. Seniority will accrue for a full year during which time the leave was granted.
- (4) A disabled teacher may convert from paid PTO leave to disability leave upon written notice to the Superintendent. When the Disability Leave is pregnancy related, a teacher may apply for a Parental Leave in accordance with b. of this section. Such leave will commence when the teacher is physically able to return to work.

- (5) Said leave may be renewed for one (1) additional year upon request of a teacher and with medical verification.
 - (6) A request for leave under this provision shall be accompanied by a statement from the teacher's physician recommending such leave of absence no less than thirty (30) days prior to commencement of leave. A request for return from such leave must be accompanied by a statement from a physician that the teacher is able to resume regular duties. Experience credit on the salary schedule shall be granted only for semesters or major portions of semesters taught. The general notice requirements as applied to this section shall be waived by the Superintendent where impractical.
 - (7) Disability leave shall also apply to serious illness or injury to an immediate family member. See A. 1, (g) of this Article for a definition of immediate family.
- b. **Parental Leave.** Parental leave without pay shall be granted upon request to teacher-parent for the purposes of child care up to a maximum of one year for the purpose of caring for a child, step child or other child for whom the teacher is in-loco-parentis who is ill or has been injured. The application for such leave shall be filed with the Superintendent a minimum of thirty (30) days prior to the commencement of said leave. Experience credits will be granted for only semesters or major portions of semester taught. This leave shall also apply to adoption.
 - c. **Military Leave.** Military leaves of absence shall be granted without pay to any teacher who shall be inducted for extended, active military duty of a minimum of fifteen (15) days or more duration in any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any salary increments which would have been credited to them had they remained in active service in the school system.
 - d. **Professional Association Offices.** Teachers who are officers of the JCEA, MEA, NEA, who are appointed to its staff, may upon proper applications, be given one (1) year leave of absence without pay for the purpose of performing duties for the Association. Said leave may be renewed for one (1) additional year upon written request by the teacher and the consent of the Board. However, in the case of the presidency of the MEA, the Board shall extend the leave for an additional year upon request. Teachers given such leaves of absence without pay shall receive credit toward annual salary increments on the schedule appropriate to their grade.
 - e. **Professional Improvement Leave**
 - (1) A leave of absence for tenure teachers of one (1) school year shall be granted to any teacher, upon application, for the purpose of participating in foreign or military teaching programs; the Peace Corps, Teacher's Corps, or Job Corps, as a full time participant in such program provided such teacher states his intentions to return to the school system. Said leave may be extended one (1) additional year at the request of the teacher and the approval of the Board. Upon return from such leave, a teacher shall be placed in the same

position on the salary schedule as he/she would have been had he/she taught in the District during such period.

- (2) A leave of absence for any tenure teacher, one (1) school year, shall be granted for cultural travel. Said leave may be extended one (1) additional year at the request of the teacher and the approval of the Board. No experience credit will be granted.
- f. Leaves of absence without pay for purposes not specified above may be granted subject to the approval of the Board.

ARTICLE 10 - PROFESSIONAL COMPENSATION

A. BASIC SALARIES

1. The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
2. **Teaching Credit.** All teachers may be given credit on the salary schedule set forth in Appendix A for up to five (5) years of teaching experience outside the Northwest Community Schools or the Board may grant credit on the salary schedule for outside teaching experience as deemed appropriate. Up to two (2) of the five (5) years may be for military service if the teacher was drafted while in an approved program or if teaching was interrupted. Experience credit shall be granted only for semesters or major portions of semesters taught. Special education teachers who have received an additional step on the salary schedule for serving in that capacity between 2001 and 2011, shall not be moved back on the salary schedule, however, no teacher will receive additional steps for this purpose after July 1, 2011.
3. The salary schedule is based upon the regular school year and calendar as set forth in Appendix E and the normal teaching assignment as defined in this Agreement. Full compensation shall be based on the number of teacher workdays in the calendar.
 - a. **Substituting.** In the event that a substitute teacher cannot be hired for any portion of a day, the principal or his designated representative may request a teacher to assume the duties of the absent teacher. Such teacher assuming these duties shall be compensated at the rate of twenty dollars (\$20.00) per class period at the secondary level and twenty dollars (\$20.00) per hour at the elementary level. The compensation rate shall be increased annually by the same percentage as the salary schedule.
 - b. **Extra Class Period.** If a teacher is assigned and accepts an extra class period of teaching on a regular basis, he/she shall be paid an additional one-tenth (1/10) of his base annual salary for each semester of such teaching.
 - c. **Additional Days of Work.** If a teacher shall be assigned and accepts additional days of work, other than his regular employment, beyond the school year, he/she shall be compensated at one hundred and twenty five

(\$125.00) dollars per day. There will be a maximum of one (1) day paid for moving in the summer within the same building, and two (2) days maximum for the calendar year. This does not include those teachers who work additional days as part of their regular assignment. Those teachers shall continue to receive their regular daily rate.

d. **Voluntary.** Any assignment referred to in a, b, and c, above shall be strictly voluntary on the part of said teacher. Should more than one teacher desire such an assignment as mentioned in b, the provisions of Article VIII, Section D, shall be controlling.

e. **Loss of Special(s).** In the event that a substitute teacher cannot be hired for an elementary "Specials" class, the principal or his designated representative may request the classroom teacher to assume the duties (in their classroom) of the absent teacher. Such teacher assuming these duties shall be compensated at the rate of twenty dollars (\$20.00) per occurrence at the elementary level.

4. **Daily Rate.** The teacher's daily rate of pay shall be determined as follows:

$$\frac{\text{Teacher's base annual contract salary}}{\text{Annual number of teacher workdays}} = \text{Daily rate}$$

5. **Placement on the Salary Schedule** The hours beyond the Bachelor's degree must be in an area directly related to the field in which the teacher is qualified or is now teaching or in an approved Master's, Specialist or Doctoral program in a School of Education and must be earned after the date of the provisional certificate. In the case of hours beyond the M.A. or BA + 30, they must be graduate credit hours earned after the granting of the M.A. or BA + 30 degree and the provisional or professional certificate. Regardless of the above, no teacher, presently on the staff, shall be reduced by this Article, by reducing hours for which they have already been credited on the salary schedule.

Changes from one salary schedule to another (i.e. from BA to BA+19, etc.) must be made at the Administration Building before September 14 or prior to the 91st day of the school year. The change on the pay scale will take place no later than the first pay in October or two (2) weeks after the start of the second semester.

Transcripts will be required to substantiate all hours earned upon which pay increases are based and the new scale will not take effect until such transcripts are received.

B. **EXTRA-CURRICULAR SCHEDULE** The salaries of teachers for assignments to extra-curricular positions shall be as set forth in Appendix B of this Agreement. All assignments will receive the percentage indicated multiplied by the B.A. base salary. For all positions being filled by members of the bargaining unit, a teacher will be placed on the Extra Curricular Schedule based on the number of years, up to 5, that they have served in the same or substantially similar sport/activity within the district. For positions being filled by persons from outside the bargaining unit the district will place that person, at its discretion, on any step of the Extra Curricular Schedule up to step 5, based on their experience.

C. **MILEAGE** Teachers required, in the course of their work, to drive personal cars from one school building to another, or to use them for approved field trips or other approved business of the District shall receive a car allowance equal to current IRS standard rates

per mile commencing with ratification of this Agreement. Documentation of such mileage will be required. If the School District updates its policy regarding mileage reimbursement the amended policy would be used for mileage reimbursement for teachers that are entitled to the same.

- D. **INSURANCE PROTECTION** Each teacher shall be provided with the insurance protection indicated in Appendix D of this Agreement providing that they meet the eligibility requirements therein indicated. District agrees to maintain both a Qualified IRS 125 Plan for premium contributions and a Flexible Spending Account for medical and dependent care reimbursement.

ARTICLE 11 - GRIEVANCE PROCEDURE

A. **GENERAL PRINCIPLES**

1. A "*complaint*" is an alleged violation, misinterpretation or misapplication of the expressed provisions of this Agreement, or the rules, order or regulation of the Board. A "*grievance*" is a complaint which has not been resolved and which has been reduced to writing. Grievances which relate to a Board Policy or a matter related to a prohibited subject of negotiations under Michigan law may be processed only through Level III – Grievance Resolution Council, but may not be advanced to Level IV – Arbitration.
2. The "*grievant*" is the party asking the claim.
3. "*Supervisor*" is the person acting on behalf of the principal.
4. A "*party of interest*" is the grievant or the person or persons who might be required to take action or against whom action might be taken to resolve the problem.
5. The term "*days*" shall mean school days, unless otherwise specified.
6. The Association will furnish the Employer with the names of its representatives and alternates and such changes as may occur from time to time in such personnel, so that the Employer may at all times be advised as to the authority of the individual representatives of the Association with whom it may be dealing.
7. The failure of an aggrieved person to proceed to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
8. At any level the failure of the administrator to communicate his decision within the specified time limit, shall permit the grievant to proceed to the next level.
9. If any building representative is a party of interest to any grievance, he/she shall disqualify himself and a substitute shall be named by the Association.
10. The number of days indicated at each level shall be considered as a maximum and effort should be made to expedite the process.

11. Due to the fact that the tenure act prescribes a procedure and/or authorizes a remedy for the termination or non-renewal of probationary teachers, such termination or non-renewal shall not be subject to the grievance procedure.

B. GRIEVANCE PROCEDURE

1. The primary purpose of this procedure is to secure at the lowest level possible, equitable solutions to the problem of the parties.
2. In the event that a teacher, or the Association in a class action, believes there is a basis for a grievance, he/she will first discuss the alleged violation with the building principal or the administrator directly involved. This shall be done within ten (10) days of the alleged violation or the event that caused knowledge of the alleged violation.

Level I – Principal

1. If, as a result of the informal discussion with the building principal or appropriate supervisor, a grievance still exists, or if no decision has been rendered, the grievant may invoke the formal grievance procedure by filing a written grievance within ten (10) days of the informal meeting provided for in B-2 above. Said grievance shall be filed on the appropriate form (Appendix C of this Agreement) and copies shall be given to the principal or supervisor involved, and to the Association.
2. Within five (5) days of the receipt of said grievance the principal or supervisor shall meet with the aggrieved party and the Association relative to the grievance and shall indicate his disposition of the grievance in writing within ten (10) days of said meeting and shall furnish a copy thereof to the grievant and the Association.

Level II - Superintendent

1. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the allotted time, the grievance may be submitted to the Superintendent within ten (10) days.
2. Within five (5) days of the receipt of said grievance the Superintendent, or his designee, shall meet with the aggrieved party and the Association relative to the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) days of said meeting and shall furnish a copy thereof to the grievant and/or the Association.

Level III – Grievance Resolution Council

1. The Board and Association may mutually agree in writing to submit the grievance to the grievance resolution council. If the grievance is not resolved within twenty (20) working days of the Superintendent's response, the grievance shall revert to Level 2 – Superintendent, if it deals with matters that is not subject to arbitration. If the matter is subject to arbitration (Level 4) it may be submitted to Level 4 by a written request from either party.

Level IV – Arbitration

1. In the event that either party believes a grievance still exists, they may refer the grievance to arbitration, provided that notice to refer the matter is given to the other party within ten (10) days from the date of the written decision at Level II or, if the grievance is submitted to the grievance resolution council, within ten (10) days from the outcome of Level III.
2. Within fifteen (15) days after the date of the written request for arbitration, a designated representative of the Board and the Association or its designated representatives shall make every reasonable effort to agree on a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator, within the time period set forth herein, the party seeking arbitration shall within thirty (30) days file a request with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association.
3. The arbitrator shall hear the grievance in dispute and shall render his decision in writing within thirty (30) calendar days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the Employer, the Association, and the employee or employees involved.
4. The arbitrator shall have no authority except to pass upon the alleged violations of the expressed provisions of the Agreement and to determine disputes involving the application or interpretation of such expressed provisions, or rule, order or regulation. The arbitrator shall have no authority to rule on any matter within board policy or a prohibited topic of negotiations under Michigan law. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Board's rights and responsibilities except where they have been expressly and clearly limited by the terms of this Agreement.
5. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his judgment for that of the Employer where the Employer is given discretion by the terms of this Agreement or by the nature of the area in which the Employer was acting. No evidence shall be introduced in any arbitration hearing which has not been previously presented to the other party. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws.
6. The expenses and compensation for attendance of any employee, witness, or participant in the arbitration shall be paid by the party calling such employee, witness or requesting such participant, if any.
7. The fees and expenses for an arbitrator shall be shared equally by the parties and no claim for reimbursement for wages shall exceed the amount the grievant or grievance would otherwise have earned during the period of time the grievance was in existence.

C. **GRIEVANCE RESOLUTION COUNCIL**

1. The Board and the Association, in recognition of their commitment to discuss and resolve grievances through cooperation and collaboration and to avoid confrontation and adversarial proceedings, hereby establish a grievance resolution council.
2. The Council shall be composed of not more than five (5) administrators selected by the superintendent and not more than five (5) teachers selected by the association. The Council shall meet as required at mutually agreeable times to resolve grievances at Level III.
3. The Council shall establish ground rules for its meetings consistent with the principles of the interest-based or collaborative approach. The ground rules shall include the following:
 - a. All decisions shall be made by consensus.
 - b. Resource people may participate in council meetings to provide information.
 - c. A party of interest, (i.e., grievant), may participate in council meetings.
4. Any consensus decision of the Council that amends or modifies this Agreement shall be subject to ratification by the Board and the Association.

D. **GENERAL**

1. Any party of interest may be represented at all meetings and hearings at any level of the Grievance Procedure by another person.

In no event shall any teacher be represented by an officer, agent, or representative of any organization in conflict or competition with the Association. Provided further, when a teacher is represented by someone other than by the Association, the Association shall have the right to have its representative present to state its views at all stages of the Grievance Procedure.
2. A complaint or grievance may be withdrawn at any level without prejudice. No reprisals of any kind shall be taken by or against any party of interest, or any participant in the Grievance Procedure by reason of such participation. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
3. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discussing and having it resolved informally with the Employer; provided that the Association is given the opportunity to be present at the hearings or meetings of such grievances and that the final decision by the Employer is not inconsistent with the terms of this Agreement.
4. Except as otherwise provided herein, any claim or grievance arising under this contract may be processed through the Grievance Procedure until resolution. During the summer months, week days will be considered as school days.

5. A complaint or dispute involving the discharge or demotion of a probationary teacher or a teacher on continuing tenure shall not be subject to the grievance and arbitration provisions, but shall be heard pursuant to the Michigan Teacher Tenure Act.
6. A grievance diagram is attached as Appendix C-I.

ARTICLE 12 - PERSONNEL FILE

A. PERSONNEL FILE.

1. A teacher shall have the right to review the contents of the teacher's personnel file and to have a representative of the Association accompany the teacher in such a review. To the extent permitted by law, any disciplinary reports, letters of reprimand or other reference of disciplinary action that does not rise to the level of unprofessional conduct contained in the teacher's personnel file which is more than four (4) years old, and to which there is no more recent reference in the file, shall upon the request of said teacher, be removed. Any material removed from a teacher's personnel file shall be destroyed or retained in a separate file as determined by the Board. Such material in a teacher's personnel file or retained in a separate file shall not be disclosed to any third party who is not part of the District or the Association without written notice to the teacher as required by law. Except when the disclosure of such material is ordered in a legal action or arbitration to a party in that legal action or such arbitration, material which is more than four (4) years old shall not be disclosed to a third party.
2. No material originating in the School District after original employment will be placed in his personnel file unless the teacher has been furnished a copy of such material. 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. The signature of a teacher on any materials placed in his file not originating from the teacher shall not signify agreement but only the fact that he/she is aware of such material.
3. If the teacher believes that material placed in his file is false or in error, such material will be removed or corrected upon certification of its invalidity or error.

B. COMPLAINTS.

Written Complaint. Any written complaint against a bargaining unit member by a parent, student or any other person which is being included in a teacher's personnel file will be promptly called to the attention of the member and he/she will have the opportunity to respond.

- ### C. Current Address and Phone Number.
- It is the responsibility of teachers to keep a current address and phone number on file with the personnel office along with any updated changes in certification or qualification. For the purpose of placement in an assignment for the ensuing school year, teachers are encouraged to report in writing to the Superintendent any anticipated changes in their certification by May 1. Changes in the teacher's certification or qualification obtained and recorded in writing in the personnel office by July

1, shall entitle a teacher to be assigned to a position for which the teacher is certified and qualified as per Article VI Section C 1, on the basis of tenure and seniority.

ARTICLE 13 - SENIORITY

A. SENIORITY

1. **Date of Hire.** Seniority shall be measured from the last date of hire. Date of hire is the date of the new teacher's final interview.

If more than one (1) new teacher has their final interview on the same date, their position on the seniority list will be determined by the time of their final interview with the teacher interviewed first listed first. The date of hire (adjusted, if need be, in accordance with the following principles) shall become the seniority date and number for each teacher.

2. **Leave of Absence Without Pay.** Teachers who have, since their last date of hire, had approved leaves of absence without pay shall not accrue seniority during such leave time.

Such teacher's seniority date shall be adjusted by subtraction of the number of work days that the teacher was not working due to being on an unpaid leave of absence. Should previous records make it impossible to determine exact leave days to be deducted; the parties agree to develop a mutually acceptable formula for calculating such leave deductions.

Exception to the foregoing shall be made for teachers who were on unpaid leaves of absence due to military or disability, or extended illness leaves up to one year. Such teachers shall not have their seniority dates adjusted for the period of such leaves.

3. Administrators shall accrue no seniority during time in which they have been employed by the Board as administrators. Administrators who taught in the Northwest Community Schools before becoming administrators shall retain the seniority as teachers which they had at the time of administrative appointment. Their time as administrative employees of the Board shall be treated with regard to teacher seniority, the same as teachers on leave (see "A2" above). The parties recognize that administrators may have accrued tenure as teachers while serving as administrators for the District and that, consistent with the Tenure Act, in any layoff situation, such administrators would be retained as teachers before Probationary Teachers. Administrators who, subsequent to their appointment as administrators with the District, taught part time shall accrue seniority for the period of time during which they were so assigned.
4. **Part-Time Teachers.** Regularly employed part-time teachers shall accrue seniority on the same basis as all other teachers.
5. **Term Substitutes.** Term substitutes shall not accrue seniority during the period of their employment as term substitutes unless they are immediately thereafter hired on a permanent basis.

6. **Other Teachers.** Title I and other special or federal program teachers, if included in the bargaining unit shall accrue seniority the same as all other teachers, including such time such teachers may have been continuously employed as teachers before becoming a part of the bargaining unit.
7. **Resignation.** If a teacher has a recorded resignation from the District which was effective at the end of a school year and returned at the start of the following school year without missing any duty time it shall not be considered as a break in service for the purposes of this understanding.
8. **Seniority List.** A seniority list which shall include all individuals who hold seniority as a result of this master agreement shall be compiled by the Administration and reviewed by the Association no later than the end of January of each year. The Administration shall provide at least one (1) seniority list per school building.

ARTICLE 14 STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. **BOARD SUPPORT.** The Board will support and assist teachers with respect to the maintenance of control and discipline in the classroom. The Board or its designated representative will take reasonable steps to relieve and/or assist the teacher of responsibilities in respect to pupils who are disruptive in the classroom or repeatedly violate rules and regulations of the classroom.
- B. **USE OF PHYSICAL FORCE.** It is recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. However, teachers, in accordance with the Michigan School Code, have authority to use physical force in the following instances:
 1. Any teacher may use such physical force as may be necessary to take possession from any pupil of any dangerous weapon carried by him/her.
 2. Any teacher may use such physical force as is necessary on the person of any pupil for the purpose of maintaining proper discipline over the pupils in attendance at any school or assuring the safety of the pupils concerned, other pupils, self, or school property subject to administrative policies in effect.
- C. **SUSPENSION OF STUDENT.**
 1. A teacher may exclude a pupil from class for up to one (1) full school day as permitted by Section 1309 of the revised school code for conduct for which the pupil may be suspended from the class. The teacher shall immediately report the suspension and the reason for the suspension to the principal and send the pupil to the principal or the principal's designee for appropriate action. As soon as possible after a suspension, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. Whenever practicable, a school counselor, school psychologist, or school social worker shall attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests.

2. Except as provided above in paragraph C.1., suspension of students from school may be imposed only by a principal or designated representative. School authorities, with the aid of the teacher, will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, will be first exhausted.
- D. **ASSAULT UPON A TEACHER.** Any case of assault upon a teacher in performance of his duties shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of the teacher's rights and obligations with respect to such assault, and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- E. **LOSS OF PERSONAL PROPERTY.** The Board will reimburse the teachers for any loss, damage, or destruction of clothing or personal property, excluding cash which has not been properly secured, of the teacher while on duty in the school or on school premises, when such loss or damage is not a result of the teacher's negligence. Reimbursement shall be limited to the differences in cost between actual replacement costs and the amount actually and legally recovered from the persons involved and shall be made only upon the occurrence of one of the following events:
1. Assault on the teacher.
 2. Theft from the teacher.
 3. Malicious destruction of the property of the teacher.

In no event will said reimbursement exceed the amount of five hundred dollars (\$500.00) cumulative to any teacher in one (1) year.

None of the provisions of this Article are intended to duplicate either payments by or coverage by other insurance carriers.

- F. **STUDENT RETENTION AND PROMOTION.**
1. The Board agrees that teachers' recommendations concerning student retention shall be given proper attention and due weight shall be given all such recommendations when promoting or retaining students.
 2. Further, in any case where a student is promoted against the recommendation of a teacher, a conference will be held among the building principal, student, parents and teacher concerning the reasons for promotion.

ARTICLE 15 - CONTINUITY OF OPERATIONS

- A. **INCLEMENT WEATHER.** In the event that schools are closed due to inclement weather teachers will not be required to report for duty. Notification will be made by radio on the district's website, and through an automated phone system.
- B. **MAINTENANCE OF STANDARDS.** All conditions of employment and general teaching conditions shall be maintained at reasonable standards, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive the bargaining

unit of professional advantages heretofore enjoyed unless expressly stated herein or unless a change is warranted in the best interest of the School District.

- C. **ALTERATION OF DUTIES.** The duties or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association.
- D. **WORK ACTIONS.** The Association agrees that neither the Association, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, strike or other illegal concerted activity against the Employer.

ARTICLE 16 - NEGOTIATIONS PROCEDURE

- A. The parties agree to begin negotiations on a successor Agreement on or after October 15, 2016, at the request of either party.
- B. In any negotiations neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. It is recognized that all agreements are tentative until final agreement is completed. It is also recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course, of negotiating or bargaining and each team shall give their unqualified support to the proposed contract as mutually developed, subject to such ultimate ratification.
 - 1. Either party may caucus at any time.
 - 2. If the parties fail to reach agreement in any such negotiations, either party may invite the mediation machinery and/or fact-finding machinery of the Michigan Employment Relations Commission.

ARTICLE 17 PROFESSIONAL BEHAVIOR AND IMPROVEMENT

- A. **RULES AND REGULATIONS.** Teachers are expected to comply with system-wide written rules, regulations and directives adopted by the Board or its representative, which are not inconsistent with the provisions of this Agreement, or the scope of general teaching responsibilities.
- B. **WILLFUL DEFICIENCIES OF PROFESSIONAL BEHAVIOR.** The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies of professional behavior by any teacher are prohibited and the Board may discipline the offending teacher. Appropriate actions may be suspension or dismissal.
- C. **PROFESSIONAL ATTIRE.** Teachers shall be expected to dress in reasonable attire consistent with the teaching profession and their assignment.
- D. **RIGHT TO REPRESENTATION.** A teacher shall be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined

for any infraction of rules or delinquency in professional performance. When such 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. In any case, no teacher shall be publicly reprimanded. The teacher involved will be given up to forty-eight (48) hours to secure Association representation.

E. **PROFESSIONAL IMPROVEMENT**

The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies; and participation in community educational projects.

ARTICLE 18 - NORTHWEST 360 COMMITTEE

Northwest 360 Committee and its role in the District is to be determined by the parties.

ARTICLE 19 - NORTHWEST 360 COMMITTEE (PREVIOUSLY PROFESSIONAL COUNCIL)

Professional Council, District School Improvement Team, etc., are now all incorporated together as part of the Northwest 360 Committee (see above).

ARTICLE 20 - MISCELLANEOUS PROVISIONS

- A. **COMMITMENT BETWEEN THE PARTIES.** This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of both parties in a written and signed amendment to this Agreement.
- B. **INDIVIDUAL CONTRACT.** Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations, or policies of the Board which shall be contrary to or inconsistent with its terms.
- D. **CONTRARY TO LAW.** If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- E. **SCHOOL CODE MANDATES.** If a problem arises during the term of this Agreement because of new school code mandates, the parties shall upon request of either party, bargain in good faith in an attempt to resolve the problem.

ARTICLE 21 - ANNEXATION, CONSOLIDATION, OR OTHER REORGANIZATION OF THE DISTRICT

During the life of this Agreement, if annexation, consolidation, or reorganization with one or more districts in whole or in part is to take place, the Board agrees to notify the Association in advance so that the Association may negotiate the effect of such change upon its members prior to such annexation, consolidation or reorganization taking place.

ARTICLE 22 - JOB SHARING

- A. **DEFINITION.** "*Job sharing*" shall be defined as two (2) teacher volunteers assuming one (1) full time teaching position.
- B. **WRITTEN APPLICATION.** Teachers interested in a job sharing situation must present a written application to the building principal prior to March 1 of the school year. The plan submitted would include a description of:
1. Teachers involved.
 2. Grade level or subject area to be shared.
 3. Brief description of how responsibilities would be shared. Please use job sharing application as found in Appendix H.
 4. First grade positions, and other grades and classes so designated by the Principal would be exempt if shown to be educationally unsound.
 5. All job sharing arrangements are at the sole discretion of the district.
- C. **NOTIFICATION.** Teachers interested in job sharing will be informed by May 1 of each year if the job sharing plan has been accepted. Denial will be accompanied by written reasons.
- D. **RENEWAL.** Teachers involved in job sharing will agree to job share for the entire school year. However, teachers would only be committed to a one (1) year assignment. Successful job sharing assignments can be renewed with approval of the building principal.
- E. **NOT USED TO CREATE PART-TIME POSITION.** Job sharing will not be used to create part time teaching positions. Teachers who participate in job sharing will accrue the same benefits and rights as though they held a full time position except:
1. They will receive one-half (1/2) of the salary that normally would have been paid had they been full time teachers.

2. They will receive, at their option, either of the following insurance benefit plan arrangements:
 - (a) Each teacher shall receive Plan B as set forth in Appendix D; or
 - (b) The District shall pay towards the cost of a Plan A for each of the teachers an amount equal to the cost of Plan B with the teachers paying the remaining cost of Plan A. The teachers' contributions for Plan A may be made to the District's cafeteria plan adopted pursuant to Section 125 of the Internal Revenue Code.

Teachers so involved will plan their regular schedules to include a twenty (20) minute overlap of time to jointly plan teachers' activities.

- F. A teacher who participates in job sharing shall be assigned to a position by the administration upon their return to full time work. There is no guarantee that the teacher will be retained to a specific building, grade level, or special assignment.
- G. **INELIGIBILITY FOR UNEMPLOYMENT INSURANCE.** Teachers involved in job sharing will not be eligible for unemployment insurance.
- H. **LIMITS.** No more than six (6) teachers in each building will participate in job sharing in each school building each school year.

ARTICLE 23 - PROVISIONS FOR BARGAINING UNIT MEMBERS IN POSITIONS NOT GOVERNED BY THE TEACHER TENURE ACT

The following provisions apply only to members of the bargaining unit who hold positions which are not governed by the Teacher Tenure Act.

A. Layoff and Recall

1. The decision to determine necessity of a layoff or recall rests solely with the district and is not subject to the grievance procedure. When the district determines that a layoff/recall of employees is necessary it will use the following procedure:
 - a. The order of layoff will be determined by the district based on seniority, qualifications and merit. Qualifications shall be determined by the district based on certifications (if any), academic endorsements, and the teacher's major and minor areas of study that apply to the position(s) that are remaining. Merit shall be determined based on the employees' evaluations within the last two (2) years prior to a determination of layoff.
 - b. Where the district finds that qualifications and merit are equal, they will use seniority to determine which employee is laid off in a particular situation.
 - c. The district will provide at least forty-five (45) calendar days notice prior to the effective date of a layoff unless it is not reasonably able to do so due to

unforeseen circumstances such as an unexpected loss of funding, a drop in students, a natural disaster or other similar circumstances.

- d. Employees who have been laid off will be recalled to work using the same criteria specified in A(1)(a) of this article.
- e. Employees laid off under this agreement will be recalled prior to hiring from outside the bargaining unit unless the district determines that no employee on the recall list is qualified to fill the open position. All rights to recall shall exist for three (3) years following the effective date of the layoff after which time the employee shall not be entitled to recall under this agreement.
- f. Laid off employees who decline recall to a full time position shall be deemed to have voluntarily resigned and shall not be eligible for recall.

B. Discipline for Employees Holding Positions Not Governed by the Tenure Act.

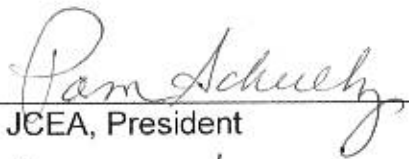
1. Employees in positions not covered by the Tenure Act may be disciplined only for reasons that are not arbitrary or capricious. This standard signifies that a disciplinary action must be supported by the results of an investigation, and that any resulting disciplinary action must have a rational relationship to the employees conduct which forms the basis for the disciplinary action. The provisions of this paragraph shall exclude the failure to re-employ any employee during their probationary period.
2. Disciplinary actions include:
 - a. An oral warning (may be memorialized in writing)
 - b. A written warning
 - c. A written reprimand
 - d. A paid or unpaid suspension
3. Nothing in this contract requires that these disciplinary actions be applied sequentially or progressively, however, in making its determination the district agrees that, if the investigation of the situation supports a determination or other behavior warranting a disciplinary action, the decision to determine the level of discipline shall be guided by the following standards:
 - a. The seriousness of the alleged offense, infraction, misconduct or other behavior on which the discipline is based;
 - b. The employee's prior disciplinary and employment record;
 - c. How employees in the bargaining unit have been disciplined in the past in which there were comparable circumstances involving similarly situated employees;
 - d. The existence of aggravating or mitigating factors.

ARTICLE 24 - DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 2015, except the financial provisions for salary and fringe benefits which will become effective on the dates indicated in Appendices A, B and D. This contract remains in effect until December 31, 2016, at which time it shall expire. The parties agree to begin negotiations for a successor Agreement on or after October 15, 2016 at the request of either party.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

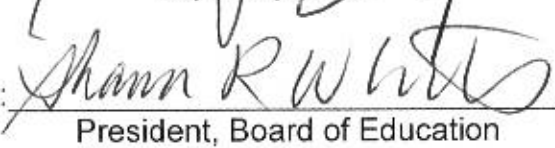
JACKSON COUNTY EDUCATION ASSOCIATION

By: 
JCEA, President

By: 
MEA Uniserv Director

NORTHWEST BOARD OF EDUCATION

By: 
Superintendent

By: 
President, Board of Education

NORTHWEST EDUCATION ASSOCIATION

By: 
NWEA President

APPENDIX A – SALARY SCHEDULE

2015-2016 School Year: Each eligible staff member will move one step on the salary schedule effective September 2015. Step 13 only, on the salary schedule, will be increased by 1.5%.

STEPS	BA	BA + 19	BA + 30 MA	MA +15 BA +45	MA + 30
1	36,949	37,916	38,891	39,984	41,076
1.5	37,829	38,940	40,054	41,130	42,206
2	38,716	39,965	41,217	42,275	43,337
2.5	39,688	40,983	42,277	43,377	44,482
3	40,662	41,995	43,337	44,481	45,627
3.5	41,660	43,014	44,394	45,592	46,792
4	42,606	44,031	45,452	46,704	47,849
4.5	43,577	45,046	46,511	47,824	49,133
5	44,552	46,067	47,570	48,941	50,312
5.5	45,520	47,079	48,631	50,057	51,476
6	46,495	48,090	49,689	51,164	52,639
6.5	47,449	49,098	50,747	52,288	53,820
7	48,401	50,104	51,805	53,408	54,997
7.5	49,395	51,121	52,847	54,499	56,146
8	50,268	52,139	53,884	55,592	57,295
8.5	51,356	53,150	54,946	56,702	58,457
9	52,330	54,170	56,008	57,818	59,616
9.5	53,304	55,184	57,068	58,933	60,799
10	54,270	56,198	58,125	60,051	61,982
10.5	55,242	57,215	59,189	61,165	63,143
11	56,220	58,228	60,249	62,274	64,301
11.5	57,577	59,638	61,686	63,741	65,802
12	58,962	61,048	63,123	65,215	67,296
12.5	59,856	61,973	64,080	66,203	68,316
13	61,660	63,841	66,012	68,199	70,375

2016-2017 School Year: Each eligible staff member will move one step on the salary schedule effective September 2016. Step 13 only, on the salary schedule, will be increased by 1.25%. Additionally, as of September 1, 2016, the district will remove current steps 1 and 1.5 (as of September 2015). Step 2 becomes the new starting step on the salary schedule. There will be no step 1 and 1.5. This will result in an increase for all Schedule B compensation that is based on the salary schedule.)

STEPS	BA	BA + 19	BA + 30 MA	MA +15 BA +45	MA + 30
2	38,716	39,965	41,217	42,275	43,337
2.5	39,688	40,983	42,277	43,377	44,482
3	40,662	41,995	43,337	44,481	45,627
3.5	41,660	43,014	44,394	45,592	46,792
4	42,606	44,031	45,452	46,704	47,849
4.5	43,577	45,046	46,511	47,824	49,133
5	44,552	46,067	47,570	48,941	50,312
5.5	45,520	47,079	48,631	50,057	51,476
6	46,495	48,090	49,689	51,164	52,639
6.5	47,449	49,098	50,747	52,288	53,820
7	48,401	50,104	51,805	53,408	54,997
7.5	49,395	51,121	52,847	54,499	56,146
8	50,268	52,139	53,884	55,592	57,295
8.5	51,356	53,150	54,946	56,702	58,457
9	52,330	54,170	56,008	57,818	59,616
9.5	53,304	55,184	57,068	58,933	60,799
10	54,270	56,198	58,125	60,051	61,982
10.5	55,242	57,215	59,189	61,165	63,143
11	56,220	58,228	60,249	62,274	64,301
11.5	57,577	59,638	61,686	63,741	65,802
12	58,962	61,048	63,123	65,215	67,296
12.5	59,856	61,973	64,080	66,203	68,316
13	62,431	64,639	66,837	69,051	71,255

APPENDIX A-1

SEVERANCE, LONGEVITY, RETIREMENT and TERMINAL LEAVE

- A. **LONGEVITY**. Those teachers who have completed 12 full years of service at Northwest Community Schools, by September 15th of the current year, shall receive a longevity payment of two and three-tenths percent (2.3%) of the BA base in addition to their annual salary as specified in the Salary Schedule for the life of this agreement. Those teachers who have completed 20 full years of service at Northwest Community Schools, by September 15th of the current year, shall receive two and six-tenths percent (2.6%) of the BA base. This longevity payment shall be made to currently employed teachers in December of each year. Teachers who, prior to September 15th 2013, have previously qualified and are receiving longevity, will continue to qualify and receive longevity.
- B. **SEVERANCE**. A teacher that retires under the Michigan Public School Employees Retirement System with fifteen (15) years' service with the District shall receive two hundred dollars (\$200.00) per year for every year of service with the District
- C. **RETIREMENT AND TERMINAL LEAVE** In the case of the retirement of a teacher, as defined under the Michigan Public Schools Employees' Retirement Act, or due to the death of a teacher, there will be paid to the teacher or estate of the teacher at the rate of forty dollars (\$40) per day for all unused sick leave. Said payment to be made at the end of the school year during which the teacher retires.

APPENDIX B - EXTRA-CURRICULAR SCHEDULE

The inclusion of any activity below does not establish a position but only indicates the rate of pay for such a position if it is established for that year by the Board of Education. The parties agree that the tenure law does not apply to extra-curricular assignments; however, such assignments are subject to the terms and conditions of this Agreement.

<u>High School Positions</u>	<u>Rate (%) for</u> <u>7/1/2015-6/30/2017</u>
*Head Varsity Football Coach and Coordinator -----	15.0%
*Assistant Varsity Football Coach (2) -----	9.5%
Junior Varsity Football Coach (2) -----	9.5%
Freshman Football Coach (2) -----	8.0%
*Head Varsity Basketball Coach & Coordinator--Boys -----	15.0%
*Head Varsity Basketball Coach & Coordinator--Girls -----	15.0%
Junior Varsity Basketball Coach--Boys -----	10.0%
Junior Varsity Basketball Coach--Girls -----	10.0%
Freshman Basketball Coach--Boys -----	8.0%
Freshman Basketball Coach--Girls -----	8.0%
*Cross Country—Boys/Girls -----	8.5%
*Assistant Cross Country—Boys/Girls -----	4.0%
*Golf--Boys -----	7.5%
*Golf--Girls -----	7.5%
*Varsity Wrestling and Coordinator -----	12.0%
Jr. Varsity Wrestling -----	8.0%
*Head Track Coach and Coordinator--Boys -----	10.0%
*Head Track Coach and Coordinator--Girls -----	10.0%
*Assistant Varsity Track Coach (2)--Boys -----	7.0%
*Assistant Varsity Track Coach (2)--Girls -----	7.0%
*Head Varsity Baseball Coach and Coordinator -----	10.0%
*Assistant Varsity Baseball Coach -----	7.0%
Junior Varsity Baseball Coach -----	7.0%
Freshman Baseball Coach -----	7.0%
*Head Varsity Girls Gymnastics -----	10.0%
*Assistant Girls Gymnastics -----	6.0%
*Head Girls Volleyball Coach and Coordinator -----	11.0%
Junior Varsity Volleyball -----	8.0%
*Head Varsity Softball Coach -----	10.0%
*Assistant Varsity Softball Coach -----	7.0%
Junior Varsity Softball Coach -----	7.0%
*Tennis – Boys -----	7.5%
*Tennis – Girls -----	7.5%
*Head Varsity Cheerleading and Coordinator -----	9.0%
	(Fall 4%; Winter 5.0%)
Junior Varsity Cheerleading -----	(3.5/sn)
Freshman Cheerleading -----	(3.25/sn)
*Varsity Soccer – Boys -----	10.0%
*Varsity Soccer – Girls -----	10.0%
Junior Varsity Soccer – Boys -----	7.0%
Junior Varsity Soccer – Girls -----	7.0%
Bowling – Boys -----	2.0%
Bowling – Girls -----	2.0%
Bowling – Boys & Girls (Same coach for both teams) -----	3.0%
H. S. Strength and Coordinator/Trainer -----	3.0sn

High School Newspaper without class-----	7.0%
High School Newspaper with class -----	5.0%
High School Yearbook without class -----	7.0%
High School Yearbook with class -----	5.0%
High School Game Manager—Fall -----	5.0%

* Varsity Coaching Position for Purposes of Article VIII C 2.

High School Game Manager—Winter -----	5.0%
High School Band-----	9.5%
High School Marching Band-----	7.5%
Pep Band -----	4.0%
High Jazz Band (when not a class)-----	8.0%
High School Choir (including chorale and all other extra curricular activities associated with department)-----	9.5%
Academic Games Advisors (for each team)-----	2.0%
Major School Play or Musical -----	5.0%
Debate-----	3.5%
Forensics -----	3.5%
Department Chairperson*-----	3.0%
Library Coordinator-----	6.0%
Driver Ed. Coordinator-----	14.5%
Vocational Coordinator -----	7.0%
Clubs*-----	2.0%
High School Student Government* -----	8.0%
Senior Class Advisor (2)* -----	3.0%
Junior Class Advisor (2)*-----	3.0%
Sophomore Class Advisor*-----	2.0%
Freshman Class Advisor*-----	2.0%
Academic Awards Advisor*-----	3.0%
Art Fair* -----	2.0%
Coordinated School Health Chair (1) District-Wide-----	3.0%
High School Link Coordinator (3) -----	\$500 Per Year
Broadcast Studio with class -----	5.0%
Broadcast Studio without class -----	7.0%

Middle School Positions

Football (2) – 7 th Grade-----	7.0%
Football (2) – 8 th Grade-----	7.0%
Boys Basketball – 7 th Grade A Team* -----	7.0%
Boys Basketball – 7 th Grade B Team* -----	5.0%
Boys Basketball – 8 th Grade A Team* -----	7.0%
Boys Basketball – 8 th Grade B Team* -----	5.0%
Girls Basketball – 7 th Grade A Team* -----	7.0%
Girls Basketball -- 7 th Grade B Team* -----	5.0%
Girls Basketball – 8 th Grade A Team* -----	7.0%
Girls Basketball -- 8 th Grade B Team* -----	5.0%
Wrestling (2) -----	6.0%
Girls Volleyball – 7 th Grade A Team* -----	6.0%
Girls Volleyball – 7 th Grade B Team* -----	4.0%
Girls Volleyball – 8 th Grade A Team* -----	6.0%
Girls Volleyball – 8 th Grade B Team* -----	4.0%
Track (2) -- Boys -----	6.0%
Track (2) -- Girls-----	6.0%

Cheerleading -----	Winter 3.0/Sn--Fall 3.0/Sn
Middle School Games Manager—Fall -----	2.0%
Middle School Games Manager—Winter -----	4.0%
Middle School Newspaper with class -----	2.0%
Middle School Newspaper without class -----	3.0%
Middle School Yearbook with class -----	3.0%
Middle School Yearbook without class -----	5.0%
Middle School Band -----	8.0%
Middle School Jazz Band Director -----	2.0%
Middle School Choir -----	8.0%
Middle School Honors Choir Director -----	3.0%
Middle School Student Council* -----	5.0%
Art Fair* -----	2.0%
Clubs* -----	2.0%
Cross Country -----	6.0%
Department Chairperson* -----	3.0%

*NOTE: IF COACHES HAVE BOTH A AND B TEAMS – ADD 3%

Elementary Positions

Grade Level Chairs -----	3.0%
Elem. & Alternative Ed. Yearbooks -----	2.0%

Other Positions

Driver Education Coordinator -----	14.5%
School Improvement Committee Chairs -----	3.0%
Professional Council Chair -----	2.0%
Website Design and Maintenance -----	17.0%
Title One Teacher -----	1.0%
Energizing Education (1) -----	2.0%

**Other Positions
July 1, 2015 – June 30, 2017**

Hourly rate based on number of years teaching in named, indicated area in Northwest Community Schools.

	1 st Year	2 nd Year	3 rd Year
Summer School	19.93	20.73	21.60
Homebound Teacher	27.27	28.50	29.77
Alternative Education 2 nd Shift	27.00	28.00	29.00

The hourly rate for all Alternative Education 2nd Shift teachers will begin on the "1st Year" rate for the 2015-2016 school year.

Homebound teacher to be paid mileage at IRS rates for distance between student's home and the student's home school.

Grievance # _____

**APPENDIX C
GRIEVANCE REPORT FORM**

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
-----------------	-------------------	-------------------------	-------------------

STEP I - Principal

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance (including contract provisions applicable): _____

2. Relief Sought: _____

Signature *Date*

C. Disposition by Principal: _____

Signature *Date*

D. Position of Grievant and/or Association: _____

Signature *Date*

STEP II - Superintendent

A. Date received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature

Date

C. Position of Superintendent or Designee: _____

Signature

Date

STEP III – Grievance Resolution Council

A. Date Received by Council: _____

B. Recommendation of Council: _____

C. Position of Grievant: _____

Signature

Date

D. Position of Superintendent or Designee: _____

Signature

Date

STEP IV – Arbitration

A. Date Submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

Signature

Date

**APPENDIX C-1
GRIEVANCE DIAGRAM**

Alleged Violation or Knowledge of Alleged Violation	
Informal Discussion with Immediate Supervisor/Administrator	10 days
Written Grievance (Level I)	10 days
Meeting with Immediate Supervisor/Administrator	5 days
Supervisor's Disposition	10 days
Appeal to Superintendent (Level II)	10 days
Meeting with the Superintendent	5 days
Superintendent's Disposition	10 days
Grievance Resolution Council (Level III) days	Optional 20
Arbitration Referral (Level IV)	10 days
Mutual Selection of Arbitrator	15 days
Referral to American Arbitration Association	30 days

APPENDIX D INSURANCE PLANS

- A. The Board agrees to provide either the following MESSA PAK Plan-A or Plan B for a full twelve (12) month period for each bargaining unit member and his/her eligible family members subject to employee premium contributions and other provisions of Appendix D. The district will provide up to the following amounts for health insurance coverage for eligible, full time employees until for a mutually agreed upon health insurance plan:

District Health Insurance Payments Until July 1, 2015

- Single Subscriber \$\$488.13 per month
- Individual and Spouse \$976.26 per month
- Full Family \$1331.27 per month

District Health Insurance Payments After July 1, 2015

Single Subscriber	\$TBD by State Allowed Cap/12 per month
Individual and Spouse	\$ TBD by State Allowed Cap/12 per month
Full Family	\$ TBD by State Allowed Cap/12 per month

The District and Association have agreed to aggregate the premium payments listed above by employee status (i.e. single subscriber, employee plus spouse, or full family) to create a single pool. The funds in the pool will be used for payment of health insurance premiums for members of the bargaining unit as mutually agreed between the parties. The parties' intention is to fully comply with all state and federal laws and regulations in administering and distributing these funds. In July of 2015, December of 2015, June of 2016 and December 2016 the district will evaluate its contribution to the pool by utilizing a current insurance census in each of those months. If there is a change in the census (e.g. if an employee switches from full family to single subscriber or vice versa; or if they drop the health insurance altogether) from the previous six months the future payments made by the district into the pool will change accordingly with its next monthly payment in January 2016 and July 2016 respectively. The change may result in employees paying more or less for insurance than prior to the evaluation.

The District is paying its portion of the "large deductible" (i.e. \$1,100 or \$2,200 per year) at the beginning of the calendar/premium year (January of each year). If an employee either leaves the district or their insurance status changes during the year, the employee will owe the District a prorated portion of their District-funded "large deductible". The parties agree that the employee may either, 1) pay the District in full for the amount owed as invoiced by the District, or 2) the District is authorized to make deductions from their paychecks for the balance of the school year.

Example: An employee is counted as full family or two party for the purposes of insurance in January 2015, but in February 2015 switches to single subscriber. The district will have paid its full portion of the large deductible in January 2015 based on the employee's full family/2 party status at that time. However, when the employee's status changes to single subscriber, the employee is no longer eligible for full family/2 party payment by the district. Accordingly, the employee will repay the district the difference, prorated for the balance of the premium year, to reflect their new status. In this example, the District would have paid \$2,200 in January 2015 but the employee change in status to single subscriber reduces the District's liability from an annualized \$2,200 to \$1,100 for the balance of the premium year. The district's pro-rated liability for paying the first month of the large deductible for full family/2 party coverage is \$183.33, for the next 11 months the district's liability for single subscriber is \$1,008.37. The total owed by the district for the premium year in this example is \$1,191.70. Since the District had paid the full \$2,200 in January, the change in status will result in an overpayment by the district of \$1,008.30. The employee will either repay the district in full or the district is hereby authorized to make deductions from the remaining paychecks of the employee for the balance of the school year.

The arrangement for aggregation of these premiums and for deductions made from employees' pre-taxed income to pay any amount beyond the listed premiums are made in the good-faith belief that both arrangements are permitted by state law and by federal law and IRS regulations. If during the term of this agreement, either arrangement is ruled impermissible by law, this provision shall be considered as null and void and upon the request of either party a replacement for this provision shall be negotiated between the parties. The Association agrees to hold the District harmless against any claim, liability or penalty which may arise out of the District's compliance with this provision.

PLAN A (For employees eligible for and electing health insurance)

Health	MESSA ABC1 \$1,300/\$2,600 deductible
Prescription	Saver Rx
Long Term Disability	MESSA LTD 66-2/3% 90 calendar day modified fill \$7000 maximum (effective 01/01/15) Freeze on Offsets Alcoholism/drug addiction and mental/nervous same as any other illness

(Plan A, continued)

Dental	MESSA/DELTA Class I, II, III (80/80/80: \$1,200 annual max) Class IV Ortho (80%: \$1000 lifetime max)
Negotiated Life	MESSA Life \$30,000 AD&D
Vision	VSP-2 Silver

Plan B (For employees not electing or eligible health insurance)

Long Term Disability	Same as in Plan A above
Dental	MESSA/DELTA Class I, II, III (80/80/80: \$1,000 annual max) Class IV Ortho (80%: \$1,300 lifetime max)
Negotiated Life	MESSA Life \$35,000 AD&D
Vision	VSP 2 Silver

- A. The district will pay up to 90% of the cost of the mutually agreed upon dental, vision, life and long term disability plans for eligible members of the bargaining unit. These insurances as a package shall be referred to as Plan B.

For employees eligible for the District-provided health insurance who elect not to take health insurance but take Plan B only, the District will provide a cash in-lieu stipend option of \$500 per month.

The District will formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. The amount of the cash payment received may be applied by the member to any tax deferred/sheltered annuity selected by the member with a company that is a district-approved carrier.

Each eligible bargaining unit member must elect to be covered by either Plan A or Plan B as specified above.

- B. The Board will provide information about insurance benefits at the time of initial employment and/or upon teacher request. It shall be the responsibility of all employees to apply for new coverage, or changes in coverage within the time limits prescribed by the insurance carriers.
- C. The completion of a full contract year shall entitle a teacher to twelve (12) months of insurance benefit coverage. Coverage for those employees leaving the School District at the end of a contract year will terminate as of September 1, of the next school year. In the case of retirement, insurance coverage ends on the effective date of retirement because the member is then eligible for retirement system health insurance. Upon written request, coverage may be extended until October 1.
- D. If a teacher is laid off, insurance benefits will continue to remain in effect to the maximum extent possible through the insurance carrier at the employee's expense.
- E. A teacher on a leave of absence may continue under group coverage for twelve (12) months. During such time the teacher shall be responsible for submitting premium payments in advance, directly to the Board.
- F. Any teacher employed at least half time, but less than full time, shall receive Plan B, without the cash in-lieu stipend.
- G. Coverage for those teachers employed less than a school year will be calculated on the basis of one and one quarter (1-1/4) months coverage for each twenty (20) days of teaching that school year. However, if a teacher leaves the employment of the District prior to the end of the school year, for any reason, the insurance benefits will terminate at that time.
- H. Teachers who are liable for some part of the premium or because of additions to their policy and desiring summer coverage for those additions and who do not draw summer pay checks will have their share of the summer premiums deducted from their final pay check of the school year.
- I. The terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility and termination of coverage and other related matters.
- J. The Board by payment of the premium payments required to provide the coverage, shall be relieved from all liability with respect to the benefits provided by the insurance coverage as above described. The failure of an insurance company to provide any of the benefits for any reason shall not result in any liability to the Board or the Association, nor shall such failure be considered a breach by either of them of any obligation.

K. EMPLOYEE PREMIUM CONTRIBUTIONS

1. Any amount due from an individual for their insurance described in this agreement in excess of the district's payment will be automatically deducted from the individual's compensation.
2. The payment shall be made under the District's IRS Section 125 plan.
3. Except as otherwise provided in this Appendix D, the District shall pay the premiums for Plan A and Plan B.

Date: _____

APPENDIX G - JOB SHARING APPLICATION

Name: _____ Current Assignment: _____

Name: _____ Current Assignment: _____

Job to be shared: _____

Brief description of how duties will be handled: _____

Explanation of the distribution of overlapping duties: _____

Approved _____ **Denied** _____

If denied, reasons: _____

Comments and/or suggestions: _____

Date

Principal's Signature

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