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AGREEMENT

This AGREEMENT is made and entered into as of the 27th day of May 2010 by and between the Board of Education of the Northview Public Schools hereinafter called the "Board", and the Kent County Education Association, Michigan Education Association, National Education Association (KCEA/MEA/NEA), hereinafter called the "Association".

All terms and conditions of employment specified in this contract apply only to those members of the Kent County Education Association that are employees of the Northview Board of Education as specified in Article I, Recognition.

The power to decide whether or not to enter into, ratify, or execute a collective bargaining agreement with the Northview Public Schools Board of Education rests solely with the members of the Northview Education Association, and shall not be delegated to any bargaining representative or any education association or conditioned on approval by any bargaining representative or any education association.

WITNESSETH

The Board and the Association recognize that their primary responsibility is to the children of the District and declare their belief to be that the quality of education can be improved by the observance of the various provisions of the Agreement.

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

ARTICLE I. RECOGNITION

Section A. Bargaining Unit Recognition

The Board hereby recognizes the Kent County Education Association, the Michigan Education Association, and the National Education Association, (KCEA/MEA/NEA), as the sole and exclusive bargaining agent, as defined in Section II of Act 379, of Public Acts of 1965 for all certified and full year emergency permit classroom teachers, librarians, guidance counselors, school psychologists, social workers, speech therapists, hearing therapists, adult education personnel and other certified special education personnel under contract with the Board in regular K-12 education programs (including summer school) and Alternative Education Teachers; but excluding supervisory and executive personnel, guidance director, and community education personnel, pre-school teachers, substitute teachers, instructional assistants paraprofessionals, office and clerical personnel, maintenance operation employees, and all other employees of the Board or of any other employer.

Section B. Negotiating With Other Teacher Organizations

The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II. ASSOCIATION AND TEACHER RIGHTS

Section A. Right to Organize

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation. The Board further agrees that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in collective negotiations with the Board, nor his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Section B. Use of Building and Facilities

The Association and its members shall have the right to use school buildings and facilities for meetings outside of school hours during times when the building is covered by the operating staff. Room arrangements shall be made with the Principal involved and/or the Superintendent.

The Association may request use of equipment at reasonable times when such equipment is not in use. Administrative notification will be given prior to such use.

The Association shall furnish all materials and supplies incidental to its operation.

The Association will be required to secure an approved Building Use Permit before the use of any school facilities.

The Association agrees to pay for any extra custodial services which it may require as a result of approved use of facilities.

Section C. Posting and Distributing Materials

The Association will have the right to place notices, circulars, and other material on designated school bulletin boards and in teachers' mailboxes. Authorized representatives of the Association will assume responsibility for posting or distributing materials of the Association. An informational copy of all material to be posted on any bulletin board shall be given to the Principal prior to such posting. Inter-school mail may be utilized by the Association for its official business.

Section D. Request of Public Documents

The Board will, in accordance with Board Policy No. 8360, dated September 12, 1977, furnish the Association, in response to written request, copies of public records or documents. The Association may be requested to compensate the Board for the cost of reproduction and making the materials available.

Article III. BOARD AND ADMINISTRATION RIGHTS

Section A. Board Responsibilities

1. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.

2. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by the way of illustration and not by way of limitation, the right to:
 - a. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
 - b. Continue its rights and past practice of assignment and direction of work of all its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provision of this Agreement, and the right to establish, modify or change any work or business or hours or days.
 - c. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees both voluntarily and involuntarily, assign and reassign employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
 - d. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and process of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
 - e. Adopt reasonable rules and regulations.
 - f. To hire all employees, to determine their qualifications, and conditions of continued employment, or their dismissal, demotion, and promote and transfer all such employees.
 - g. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions, buildings or other facilities.
 - h. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
 - i. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 - j. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
 - k. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.
 - l. The Board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of the Agreement.

ARTICLE IV. AGENCY SHOP

Section A. Membership Dues

Each teacher regularly employed at least half-time or more for the school year shall, as a condition of employment, either (1) become a member of the Association or (2) pay to the Association a representation fee in an amount equal to the regular dues of the Association.

Teachers employed for a full semester or more, but less than a full school year and those employed as regular part-time teachers, but less than half-time shall pay a prorated amount of fees as approved by the Association.

Teachers employed on a temporary or tentative basis or for a period less than a full school -semester may, but shall not be required to, become members of the Association or to pay an equivalent representation fee until such time when they are employed for the full school year.

Section B. Noncompliance Procedures

The procedure in all cases of non-payment of the service fee shall be as follows:

1. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not affected.
2. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to Section A above.
3. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of same. Additionally, the bargaining unit member may request that the Board of Education withhold or suspend involuntary wage deduction due to any asserted legal infirmity with the Association's internal procedures by which bargaining unit members may protest the calculation of the agency shop/service fee which is alleged to be not properly chargeable to bargaining unit members who elect not to become members of the Association.
4. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as possible from the paychecks of the bargaining unit member so affected.

Section C. Save-Harmless Provisions

The Association shall indemnify and save the District harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by the District in reliance upon information furnished to the District by the Association in the course of enforcing this Section. Further, the Association agrees to indemnify and save the District, the Board of Education, the individual members of the Board of Education, and individual administrators, harmless against any and all claims, demands, costs, suits, claims for attorneys fees or other forms of liability as well as all Court and/or administrative agency costs that may arise out of or by reason of, action by the District or its agents for purposes of complying with the union's security provisions of this Agreement. The Association also agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.

Section D. Insurance - Fee Payers

Employees who elect to pay a representation fee in lieu of joining the Association shall be afforded whatever insurance coverage and other comparable benefits as are afforded to Association members and shall be afforded the same representation rights as are extended to Association members.

Section E. Save Harmless - Dues Deductions

The Association shall indemnify and save harmless the Board for all sums improperly checked off and remitted to the Association.

The Board agrees to remit in a timely manner, the dues or fees authorized and deducted, to the Association. Any adjustments required as a result of incorrect amounts deducted will be done in a timely manner.

ARTICLE V. PROFESSIONAL BEHAVIOR

Section A. Maintaining Professional Service

Teachers are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the student body. Teachers, therefore, are responsible to discharge their teaching assignments with professional proficiency and to this end each classroom teacher must prepare lesson plans. Such plans must be available in the building at all times during the school year to insure accessibility by substitutes. Upon request, the plans may be reviewed by the building principal or other administrator. Teachers are also required to meet with children, parents, and consultants.

Section B. Just Cause Provisions

No teacher shall be disciplined, reprimanded, suspended, discharged or reduced in compensation without just cause. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

Section C. Violations and Warning Procedures

Teachers recognize that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline reflect adversely on the teaching profession and create undesirable conditions in the school building. The Board, in recognition of the concept of corrective discipline, shall notify the teacher in writing of the alleged delinquencies, indicate expected correction, and indicate a reasonable period to affect said correction. Alleged breaches of discipline shall be promptly reported to the teacher in question.

It is further recognized by the teacher that if, after warning by an Administrator, such practices continue, the Board may institute proceedings against said teacher which may result in that teacher's suspension or dismissal, provided however, that prior written notice shall not be required before institution of proceedings in cases where the action involved constitutes just and reasonable cause for immediate action.

Section D. Representation at Teacher Reprimand

A teacher shall at all times 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 a request for such representation is made, no action will be taken with respect to the teacher until such representative of the Association is present.

Normally the local building representative will be used for such representation. If the teacher requests representation beyond the building level, the teacher and administrator will promptly schedule a meeting with the requested representative.

Section E. Association Activities During Duty Hours

It is agreed that except as specifically provided herein, teachers shall not engage in Association activities during their duty hours.

ARTICLE VI. NO INTERRUPTION OF EDUCATION

Section A. No Strike

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure, the parties have removed the basic cause of work interruptions during the period of the Agreement. The Association and each teacher agree that during the life of this Agreement they will not encourage, participate in or cause any interruption in normal education program of the District. Nor will they directly or indirectly engage in or assist in any strike (i.e., the concerted failure to report for duty or willful absence of a teacher from his/her position, or stoppage of work or abstinence, in whole or in part, from the full, faithful, and proper performance of the teacher's duties of employment) against the Northview Public Schools.

Section B. Association Violation of Strike and Sanctions

The Association will not directly or indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful, and proper performance of contractual duties or who refuses to participate in any of the activities prohibited by this Article.

ARTICLE VII. REPRESENTATION

Section A. Number of Representatives

The employees who are covered by this Agreement will be represented by a committee, not to exceed five (5), selected by the Association in any manner it determines.

Section B. Recognition of Representatives

The Association shall keep the Superintendent of Schools currently advised, in writing, of the members of its committee, and only such persons shall be recognized by the Board as representatives of the Association.

Section C. Meeting With Representatives

The Board shall from time to time designate supervisory executive or other personnel to meet with representatives of the Association, (and shall advise the Association of its representatives) so that at mutually convenient times they can discuss matters which are either mandatory subjects of collective bargaining under Act 379 of Public Acts of Michigan, 1965, or otherwise are mutually agreed upon topics of discussion or negotiation as provided in Article XXV, Negotiation Procedures; provided, however, where the Board and the Association have reached agreement upon a given subject for a stated term further discussion may be foreclosed by either party during said term.

ARTICLE VIII. ASSIGNMENT OF TEACHERS

Section A. Notification of Assignment

Teachers under a renewed contract for the ensuing school year will be notified in writing of their teaching assignment, including the schools to which they will be assigned, and the grade levels and/or subject (department) areas they will teach as soon as practical, but in no event later than July 1. The foregoing is subject to subsequent changes in course offerings and/or personnel changes deemed necessary by the Board.

Section B. Determination of Assignments

In the determination of assignments for the ensuing year, voluntary requests for reassignment will be considered based on teacher preference and seniority provided that these considerations do not conflict with the teacher's professional training and his/her area of teaching competency or the institutional requirements and best interest of the school system, as determined by the Board.

Section C. Reassignment of Notification

If the Board deems it necessary to involuntarily transfer any teacher from the position presently held, the Board will consider education, training, experience, seniority, previous involuntary transfers and other relevant factors directly related to the performance of the new assignment. Any teacher(s) reassigned will be notified of the reason(s) for the reassignment and offered an opportunity to meet with the Superintendent or his/her representative, accompanied by a representative of the Association if he/she so wishes.

Any tenured teacher transferred under this provision will be free from any formal adverse evaluation for the first 60 workdays in the new assignment. This 60 days does not apply in the case of egregious behavior on the part of a teacher in which case appropriate evaluation/disciplinary procedures would be implemented.

The building administrator will meet with the incoming teacher and provide appropriate classroom supplies.

Section D. Objection to Reassignment

In the event a tenured professional employee, either probationary or tenure, is reassigned from the position initially offered for that year without his/her prior request, the teacher will be notified of the reasons for the reassignment and offered an opportunity to meet with the Superintendent or his/her representative, accompanied by a representative of the Association if he/she so wishes. In the event the teacher objects to the reassignment:

1. The teacher, within five (5) days of the notice, may submit a written request to the Superintendent for release from his/her teaching contract. The request will be granted as soon as a qualified replacement is hired, but no later than 30 days.
2. If the teacher does not wish to resign his/her position in the system, he/she will, when transferred out of his/her area of training, major or minor, or proven teaching competency, be held free from any formal adverse evaluation regarding teaching skills for the first twelve (12) months in the new assignment.

ARTICLE IX. VACANCIES AND PROMOTIONS

Section A. Posting of Vacancies

Whenever a teacher is interested in being considered for assignment to any teaching position and supplemental position in the district, he/she may file a written notice of his/her interest with the Superintendent. Before any such vacancy is filled, the qualifications of each teacher who has filed a notice of interest therein shall be reviewed. A list of vacancies for the next school year will be posted in each building by the Administration during the months of April, May, and June prior to filling such positions.

The Association recognizes that the Superintendent of Schools has the sole right to assign staff members to positions within the school system for which they are certified and qualified as defined in Article XIV, Sections C and D.

For the purpose of this Agreement, a vacancy is defined where a teaching or supplemental position was previously held by a certified employee or when a new teaching or supplemental position covered by this Agreement is created.

A notice of vacancies within the bargaining unit will be sent to the Association District Director for Northview. Postings will also be sent to all building representatives.

Section B. Transfer Requests

Any employee covered by this Agreement may apply for such a vacancy. In addition to responding to posting of vacancies, teachers who request a change in grade or subject assignment, or who request to transfer to another building, will file a written statement of such desire with the Superintendent of Schools as soon as practical, preferably by March 1. Such statement shall include in order of preference the grade or subject to which the teacher desires to be assigned, or the school to which he/she desires to be transferred. Applications will be considered should such vacancy occur either during the school year or during the summer. Applicants will be notified by phone and/or letter should a vacancy occur during the summer. This application will be renewed annually.

Section C. Filling of Vacancies

Consistent with the Board's basic purpose of providing a quality education for the children of the District, such vacancies shall be filled by the Board with the most qualified person available. Qualification shall include education, training, and experience. The Board agrees to give full and equal consideration to present staff who apply for vacancies covered by this Agreement and will discuss their interest in the position before filling the vacancy.

When more than one staff member applies for a vacancy, the Board will consider seniority as one of the relevant factors; however, the Board reserves the sole right to make the final selection. Teachers who were not placed in the vacancy for which they applied will be given written notification and offered an opportunity to meet with the Superintendent or his/her designee, accompanied by a representative of the Association, if he/she so wishes.

Section D. Transfer of Administrator to Teaching Position

If an Administrator is transferred to a teaching position, he/she will receive credit on the seniority list for all teaching experience in Northview Public Schools.

Section E. Selection of Supervisors

The promotion or failure to promote any teacher to a supervisory position which shall become vacant during the course of this Agreement shall not be subject to the grievance procedure, it being expressly understood that the Board's right to select its own supervisors is solely within its discretion.

Section F. Acknowledgment of Request

Receipt of all applications and requests referred to in this Article shall be acknowledged by the Board within ten (10) working days.

ARTICLE X. TEACHING CONDITIONS

Section A. Teacher Facilities

The Board recognizes the desirability of rest room, telephone, lavatory, lounge and lunchroom facilities for teachers apart from those used by students. The Board will maintain, and, where it deems possible improve present facilities.

Section B. Teacher Materials

The Board further recognizes that textbooks and appropriate teaching materials, subject to the financial and other limitations of the District are the tools of the teaching profession. The teaching staff will be encouraged to serve on curriculum committees and meet with the Administration for the purpose of recommending improvements in curriculum and materials. The Board shall have the authority to proceed with the changes it considers necessary to implement them. The Board agrees that at all times the school should be as well equipped and maintained as may be possible within existing financial limitations determined by the Board.

Section C. Care of Materials and Equipment

Teachers shall exercise due care for school materials, equipment, and facilities assigned to them.

Section D. Class Size

Inasmuch as the pupil-classroom teacher ratio may be an important aspect of an effective educational program and may be related to the quality and volume of a teacher's work, it is agreed that the following limits on class size represent desired objectives insofar as is practical.

Grades K	22 pupils
Grades 1-4	26 pupils
Grades 5-8	29 pupils
Grades 9-12	30 pupils

If the ratio exceeds the above mentioned ratios, the teacher may invoke the relief procedure provided below.

Exceptions to the above-mentioned ratio include classes in PE, Band, and Vocal Music. Purchases made under this relief procedure will be made in cooperation with the building principal.

Relief Procedure:

- a. The teacher shall communicate with his/her principal to define the problem and to recommend a solution in an attempt to resolve the matter.
- b. If, following this attempt, the problem is not resolved and it is recognized that additional assistance is necessary to meet the needs of the students, the teacher can request a committee review of the problem. The committee will consist of the building principal, one other designated administrator, the affected teacher, and one other teacher designated by the Association. Within five (5) school days of the receipt of such notice a committee meeting will be held.

- c. In reviewing a class size problem, the committee shall consider the following criteria:
 - 1. Number of classes being taught by the teacher.
 - 2. Number of students in each class.
 - 3. Size of classroom or facility.
 - 4. Split classes.
 - 5. Number of students mainstreamed.
 - 6. Instructional materials and equipment available.
 - 7. Nature of subject and skill taught, i.e. basic or enrichment.
 - 8. Availability of instructional support staff.

- d. The committee shall recommend to the Superintendent a solution they deem appropriate from the alternatives listed below:
 - 1. Reassignment of the student(s) to another class, grade or facility.
 - 2. Assignment of a teacher paraprofessional.
 - 3. Purchase additional equipment and/or materials by May 15.
 - 4. Any other solution acceptable to the affected teacher.

- e. If on the pupil count day of a semester the class size exceeds the ratios as noted above, \$150 will be allocated for each student in excess of the ratio to be utilized at the teacher's discretion. Due to the nature of enrollment / attendance at the Alternative High School, class size will be determined by the number of students present on the 16th school day after the official count day.

- f. The Superintendent shall within fifteen (15) school days of receipt of the recommendation from the committee:
 - 1. Implement the committee decision;
 - OR
 - 2. Implement an alternative solution from (d) 1 - 4 above.

Section E. Least Restrictive Environment

The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any individual handicapped student should participate in general education programs and service involves considerations of that student's unique needs as determined by an Individual Educational Planning Committee (IEPC). Although it is agreed that the handicapped student's participation and right to participate in general education programs and services cannot be affected by this Agreement, the district does agree to consider how the handicapped student's placement will affect teachers when determining the handicapped student's placement.

The district shall insure that appropriate general education staff are included in the IEPC and other related instructional planning involving the placement of special education students in general education classrooms.

Release time shall be provided to staff who are invited to attend an IEPC. District planning related to IEPC provisions and recommendations shall include input from general education staff. Appropriate information related to the student's academic, medical, social and emotional needs shall be shared with general education staff invited to participate in the IEPC or related planning meetings.

Inasmuch as both general education and special education teachers work to implement the Least Restrictive Environment for special education students, should a placement or management concern arise during the school year, affected parties will be directed to refer their concerns first to the building principal, second to the Director of Special Education, and third to the district wide problem solving committee.

Section F. Mentoring

Each probationary teacher in his/her first and second year teaching assignment will be assigned a mentor and must follow the guidelines as outlined in the State of Michigan New Teacher Induction/Teacher Mentoring Process. A teacher who has served prior years with another K-12 district will be assigned a mentor for a minimum of one year, and/or longer at the discretion of the Superintendent and Association.

Participation as a mentor shall be voluntary. The mentor position will first be offered to a current association member with at least five (5) successful years of teaching completed, a satisfactory record of evaluation and administrator approval. Should a volunteer association mentor as described not be available, then the position will be offered to another qualified individual.

The mentor shall not be called as a witness in any grievance or administrative hearing involving the probationer, or vice-versa, except in cases of misconduct or unethical behavior. The mentor shall not be required to provide information for use in the evaluation of the probationer.

The Board agrees to provide release time of two (2) half-days per year (1 half-day per semester) to the probationer and mentor. If the mentor believes additional time is needed to consult with the probationer, additional release time may be provided at the discretion of the principal.

Mentors will accrue one day of compensatory leave per year if this leave time is not used it may be credited to the employees accumulated PTO bank or they will be compensated at the hourly rate specified in Schedule B-3. This time cannot be used before or after a vacation day or on a professional development in-service day unless approved at the discretion of the Superintendent. The probationer and mentor shall be involved in but not limited to:

- a. Design and implementation of Individual Development Plan (IDP)
- b. District and building programs, policies and procedures
- c. Instructional resources
- d. Statutes which impact probationers

Professional development training required by law or regulation may, but is not required to, occur during the regular workday and work year. However, satisfying such professional development requirements is the sole responsibility of the teacher.

Section G. Job-Sharing

The Superintendent may approve an arrangement for two employees to share one full-time position.

Salary and benefits for approved job-sharing employees will be prorated to equal the percentage of the contract worked by each employee.

The participating employees must agree to share a position for the duration of the school year.

Candidates for job-sharing must agree to accept full-time employment in the event the other employee in the job-shared position terminates employment.

A leave of absence without pay shall not be available to one employee unless:

- the other agrees to assume the position full-time or
- an acceptable alternative is available or
- the employee is disabled

Both employees agree to participate fully, with no additional compensation, in required activities, including, but not limited to, parent-teacher conferences, in-service sessions and staff meetings.

Section H. Probationary Teachers

Probationary teachers are not required to accept extra duty contracts. A probationary teacher can only accept an extra duty contract in a case of mutual agreement and if no other tenured staff will accept the assignment.

In a probationary teacher's regular education classroom the number of special needs students mainstreamed shall not exceed the building average for that grade level.

ARTICLE XI. EMPLOYMENT QUALIFICATIONS

Section A. Certification Materials

Certification materials must be filed with the Superintendent of Schools by all new teachers no-later than October 15. IT IS THE SOLE RESPONSIBILITY OF THE TEACHER TO HAVE VALID AND CURRENT CREDENTIALS ON FILE WITH THE SUPERINTENDENT. Teachers must keep their teacher's license current.

Section B. Official Record of Credits

All professional staff shall have on file with the Superintendent of Schools an up-to-date official record of credits no later than October 15.

The Superintendent of Schools may waive, temporarily, items A and B should an employee find it impossible to meet the requirements. The request for waiver must be in writing and may be approved only on an individual basis.

Section C. Maintaining Good Health

Teachers shall possess and maintain sufficient good health, physical and mental, to adequately perform their respective duties. In cases where the Administrator believes a teacher's physical or mental condition has caused inadequate performance in the classroom, the teacher may be requested to submit to a physical or psychiatric examination. Expenses for such examination shall be paid by the Board. Failure to follow the request may be adequate cause for indefinite suspension and forfeiture of salary and leave benefits.

In the event the teacher feels the examination results are incomplete or unjust, he/she may be reexamined by a licensed physician at his/her expense. Should the two examinations differ significantly, the Board may request for a third examination, at its expense, prior to making its final determination.

ARTICLE XII. TEACHING HOURS

Section A. Work Week

The parties agree it is desirable to establish a base work week, and, at the same time, to recognize the need for flexibility in work scheduling for professional teachers in order to provide the best possible educational opportunity for district students.

To this end the parties adopt the principle of a normal forty (40) hour week, excluding lunch periods. In addition to the daily teaching responsibilities scheduled by the principal, a quality educational program requires careful daily preparation and the performance of the duties normally associated with the teaching profession.

The Superintendent and the President of the Northview Education Association will meet as needed to review part-time and shared time positions.

Section B. Scheduled Work Day

Duty hours shall be as follows:

2010-2011	<u>Duty Hours</u>	<u>Classes Hours</u>
Alt High School	7:30 a.m. - 2:50 p.m.	7:45 a.m. - 2:35 p.m.
High School	7:30 a.m. - 2:50 p.m.	7:45 a.m. - 2:35 p.m.
Crossroads	7:25 a.m. - 2:45 p.m.	7:40 a.m. - 2:30 p.m.
Highlands	8:10 a.m. - 3:30 p.m.	8:25 a.m. - 3:15 p.m.
North Oakview	8:15 a.m. - 3:45 p.m.	8:40 a.m. - 3:40 p.m.
East Oakview	8:10 a.m. - 3:40 p.m.	8:35 a.m. - 3:35 p.m.
West Oakview	8:25 a.m. - 3:55 p.m.	8:40 a.m. - 3:50 p.m.

Section C. Providing Extra Help for Students

Each K-4 teacher shall remain available at an instructional or planning area for at least five (5) minutes after the dismissal of school each day to conveniently provide consultation or extra help for students. Each 5-12 teacher shall remain available at an instructional or planning area for at least fifteen (15) minutes. Exceptions can be made by the Building Principal for staff meetings, committee meetings, etc.

Section D. Required Teacher Meetings

All teachers are required to attend administratively designated meetings month. The Administration will normally give two (2) weeks notice. One meeting will be used for management purposes and will be one half (1/2) hour in length. Eight (8) Professional Development meetings will be one (1) hour in length and will be used for curriculum and instructional issues or for grade level and department level meetings. Professional Development meetings will not be held in September (after the first student day) or in December. At the discretion of the building principal and the NCA transition team the one hour curriculum meetings may be combined to provide for blocks of time (ie – two months may be combined to provide for a two hour block of work time). Seven additional hours per school year will be required for teacher led PLC. Teachers acknowledge that in an emergency situation, a meeting may be called at any time.

Section E. Teacher Additional Responsibility

The Board and Association agree that it is important to the total educational development of students and to community relations to encourage participation at activities outside the regular school day. Teachers will make every reasonable effort to make themselves available for additional time for teachers' meetings, parent-teacher conferences, student conferences, department meetings, open houses, (the first open house of

the year will not be scheduled before the first day teachers are required to report), public performances of children, general classroom appearance and those functions necessary to assure a total performance of the teacher's duties. A teacher may be excused from an activity with the approval of the building principal.

Section F. School Closing

In the event schools are closed by the Board during the school year due to inclement weather or other emergency reasons and the day is to be made up later, teachers will not be required to report. Any required makeup days that are not scheduled in the calendar will be added to the end of the school year unless the parties agree to an alternative calendar. If parent-teacher conferences are canceled due to severe weather or other emergencies, teachers will be required to report when the conferences are rescheduled. Any other unscheduled closing by the Board will be accompanied by an announcement regarding the duty of teachers to report. If school is closed no teacher will be docked for a previously scheduled personal or sick day.

On days when the start of school has been delayed, teachers should, if possible, report at their regularly scheduled starting time. However, it is recognized by the Board that, dependent upon the location of the teacher's home or the severity of weather conditions which necessitated the delay of school, some teachers may not be able to adhere to their regular hours. In such instances, the teacher is expected to be at work no later than twenty (20) minutes prior to the start of the student day.

Section G. Teacher Load Guidelines

The normal weekly teaching load in grades 9 - 12 will not exceed twenty-five (25) teaching periods and five (5) unassigned preparation periods; in grades 5 - 8 thirty (30) teaching periods and five (5) unassigned preparation periods.

Elementary teachers may use, for class preparation, those hours during which their classes receive instruction from physical education, music, and art instructors. Elementary schools will schedule fifteen minutes each morning for a teacher-supervised nutritional break or other activity. Elementary teachers will supervise this morning break on a rotating basis.

Each K-4 elementary teacher will have ½ day per year (where a substitute teacher covers their classroom) that is to be used to work cooperatively with other teachers on curriculum issues. In addition, district-wide one of the days where student attend ½ day at each semester break may be designated as building curriculum time.

Section H. Lunch Periods

All teachers will be entitled to a continuous, duty-free lunch period. Currently that time is 45 minutes for elementary teachers and one-half (1/2) hour for middle school and high school teachers.

Section I. Evening Parent-Teacher Conferences

In addition all teachers shall be required to conduct evening parent-teacher conferences as specified in Schedule C-1 and C-2. (School Calendars).

Section J. Substituting During Planning Time

No teacher shall be required to substitute for another teacher during his or her planning time without their consent. If, at the request of an administrator, a teacher substitutes for another teacher during their planning period, they will be compensated at the hourly rate specified in Schedule B3 or take compensation time off.

Section K. Provisions for Change

No departure from these norms, except in case of emergency, will be made without prior consultation with the Association. In the event of disagreement between the Board and Association, the Board has the right to make the final decision provided it does not increase the length of the workweek stated herein.\

Section L. Prep-Reduction Comp-Time

Under the modified schedules developed for the 2010-2011 school year, all teachers shall receive one half (1/2) comp-time day, per semester, to be used for individual and group planning.

ARTICLE XIII. STUDENT TEACHERS

Section A. Accepting Student Teachers

It is recognized that the acceptance of a student teacher should be a voluntary decision on the part of the supervising teacher; however, the Board strongly encourages the acceptance of student teachers to ensure the continued supply of competent teaching candidates.

Section B. Supervising Teacher

Non-tenure teachers shall not be considered as supervising teachers.

Section C. Number Per Year

A supervising teacher may have no more than two (2) student teachers per school year.

Section D. Grants For Student Teacher

The grants received for having student teachers will be maintained by the Board. One hundred percent (100%) of any funds received from any college will be allocated to the participating classroom teacher for supplies and materials if no other reimbursement is provided to the teacher from the college or university.

ARTICLE XIV. REDUCTION OF STAFF

Section A. General Condition

At any time it becomes necessary to reduce the number of teachers employed by the Board, it is agreed that, anything in this Agreement to the contrary notwithstanding, such reduction shall be made in accordance with the provisions of this Article.

Section B. Seniority

No later than 60 days following ratification of this Agreement and by every September 30 thereafter, the Board shall prepare a seniority list. Seniority is defined as length of continuous employment with Northview Public Schools. All teachers shall be ranked on the list in the order of their seniority. The effective date of employment will also be included for each teacher on the seniority list.

The first work day under contract will be the effective date of employment. In the circumstance of more than one individual having the same effective date of employment, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and teacher(s) so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and Association representative to be in attendance. Seniority applies only as expressly stated in this Agreement.

The seniority list shall be published and posted conspicuously in all buildings of the district by October 15 of each school year. Revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association.

All seniority is lost when employment is severed by resignation, retirement or discharge. Seniority will continue to accrue during layoff provided the teacher returns when recalled.

Seniority will continue to accrue on all leaves. (This provision shall not be retroactive if not applicable under previous contracts.)

Section C. Certification and Qualification Defined

The number of positions to be filled shall be determined by the Board. Such positions shall be filled from those tenure teachers who are certified and qualified for the position. If certified and qualified as defined below, the senior teachers (based on Section B of this Article) will be chosen over those teachers with less seniority.

Certified teachers shall be defined as teachers who have earned a valid teaching certificate according to State Certification requirements and are deemed highly qualified (effective date fall of 2006). The district will make every effort to help teachers become highly qualified through a portfolio process (checklist provided in the appendix) and or providing information on examination opportunities or additional course work necessary to become highly qualified. Teacher certification will meet the requirements of NCA and the State of Michigan's compliance with the Federal government's No Child Left Behind (NCLB) regulations.

Qualifications shall be defined as follows:

Grades K - 5:

- a. K-5 or K-8 certification or a certificate endorsement for the grade level of assignment,
- AND**
- b. (1) a major, minor, or the equivalent hours to meet North Central guidelines for the current year to teach the grade level or subject(s) to which they are assigned.
- AND**
- (2) proven teaching competency at the K-6 level.

Grades 6 - 8:

- a. K- 8 or 7-12 certification,
- AND**
- b. (1) a major, minor or the- equivalent hours to meet North Central guidelines for the current year to teach the subject(s) to which they are assigned.
- AND**
- (a) proven teaching competency in the subject areas in a departmentalized setting;
- OR**
- (b) completing of [b.(1)] in the last five (5) years;
- OR**
- (c) a Middle School certified endorsement;

OR (2) proven teaching competency in the subject areas in grades 6-8 in the last five (5) years.

Grades 9-12:

a. 7-12 certification.

AND

b. (1) a major, minor or the equivalent hours to meet North Central guidelines for the current year to teach the subject(s) to which they are assigned;

AND

(a) proven teaching competency in the subject areas;

OR

(b) completion of [b. (1)] in the last five (5) years;

AND

(2) may require where applicable:

(a) current fluency in the foreign language to be taught;

(b) CPR for Physical Education teachers with certification to teach CPR;

(c) WSI for teachers assigned to swimming instruction or supervision.

Special Teacher:

(a) certification and/or qualifications as required by the State.

AND

(b) where applicable, North Central guidelines for the current year in grades 7-12.

AND

(b) (1) proven teaching competency in the teaching field or subject(s) to which they are assigned;

OR

(2) completion of (a. and b.) in the last five (5) years.

DEFINITIONS: Proven teaching competency in this provision is defined as receiving a satisfactory evaluation for three of the last five evaluations. If multiple evaluations are conducted within the same school year, such evaluations shall be conducted according to the conditions specified in Article XV, Section C.

All Grades:

Special certification and qualifications as required by law.

Teaching experience does not include substitute teaching or short-term assignments of less than one (1) semester.

Verification of Foreign Language Fluency:

Fluency will be determined by three (3) language authorities mutually identified by the parties with any expenses involved being paid by the Board.

Section D. Requirement to Meet Qualification Criteria

If any teacher does not meet the qualification criteria as defined in Section C of this Article for their assignment for the ensuing school year, such teacher may be required to complete up to and including six (6) semester hours or alternate training. The course work or alternate training is subject to advance approval by the Superintendent. The appropriate course work must be started as soon as possible and completed no later than nine (9) months following notification of assignment. Extension in time to

complete course work shall be given if no authorized courses are available at the universities specified in Article XX, Section J, or if notification of assignment is not given with sufficient time to meet course work or alternate training requirements. Tuition reimbursement for required courses will be paid according to Article XX, Section J. Additional course work or alternate training may be mutually agreed upon by the teacher and the Superintendent. The cost of tuition, fees, and course materials will be paid by the Board. If applicable, out of town mileage will be reimbursed at current IRS limits.

If no qualified tenure teacher is available to the Board to fill a vacancy in a particular grade or subject, a certified and qualified teacher may be retained to fill such a position.

Section E. Notice of Release

At the time a notice of release is given in accordance with the foregoing procedures the Association will also be notified.

Section F. Individual Teaching Contract

It is intended that this Article take precedence over and governs the individual teaching contract, and the individual teaching contract is expressly conditioned by this Article. Any layoff pursuant to the Agreement shall automatically terminate the individual's employment contract. All benefits allowed therein, including all benefits under this Master Agreement, shall be reinstated in full upon reemployment.

Section G. Lay-off Notification

The Board shall give no less than 45 days notice to the teachers being laid off in the K-12 program. For the first semester the 45 days will be counted back from the last day of the semester. For the second semester the 45 days will be counted back from the last day of school for students before summer vacation. The layoffs will be effective no earlier than the beginning of the next semester following the completion of the forty-five (45) day notification period. Since enrollments are less certain in the alternative education program, teachers may be laid off with thirty (30) days notice.

Section H. Recall Notification

The Board shall give written notice of recall by sending a registered or certified letter to the teacher at his/her last known address. Each teacher shall be responsible for keeping the Board informed of his/her current address or the name and address of a person who should be contacted during any period when he/she does not expect to be at teacher's current address. If a teacher fails to notify the Board in writing, by registered or certified letter, mailed within fifteen (15) days after the Board has given notice of recall, that he/she desires to accept such recall and will report for work at the date specified in the notice of recall, such teacher shall be considered to have voluntarily resigned and to have given up all further right of recall by the Board.

Section I. Insurance During Layoff

A laid off teacher may continue his/her health, dental, and/or vision insurance benefits as permitted by C.O.B.R.A. regulations.

Section J. Voluntary Leave Requests

During a period of impending layoffs, the Board agrees to grant all requests for voluntary leaves of absence to teachers who make such request.

Section K. Insurance - Board Contribution

Full time teachers laid off at the end of the school year will have their health, dental and/or vision insurance coverage continued through August 30 of that year at the June Board contribution rate. Any excess premiums will be paid by the employee.

Section L. Administrator in Teaching Position

The placement of an administrator in a teaching position will not result in the displacement of a tenure teacher.

ARTICLE XV. EVALUATION OF TEACHERS

Evaluation is an on-going, collaborative process and will follow the “Teacher Evaluation Program – Framework for Effective Teaching” document. Future revisions, if necessary, will be made by the evaluation committee and submitted for approval to the Superintendent and the Association President.

New teachers will have a limited number of goals in order to focus on the first three standards. Goals may encompass more than one standard. 1st and 2nd year probationary teachers will be asked to write goals in only three standards with up to 3 goals in each standard. 1st year probationary teachers will be limited to one committee assignment with the exception of a mutual agreement between the probationary teacher, the building administrator, and the assigned mentor. After an administrative checklist is developed and agreed upon, it will be included in the evaluation process.

Definition of Terms

EVALUATION - A formal written record, signed by the evaluator and teacher, that is placed in the teacher's personnel file.

OBSERVATION - A class visitation for the purpose of gathering information.

INDIVIDUAL DEVELOPMENT PLAN (IDP) - An individual educational plan that is developed to assist a probationary teacher in the performance of their duties.

PROFESSIONAL GROWTH PLAN (PGP) – An individual or team plan developed by tenured teachers to support continual improvement of their professional skills.

SPECIFIC STAFF DEVELOPMENT PLAN (SSDP) – An individual plan used to support and guide a tenured teacher to meet the expectations set forth in the Northview Standards for Effective Teaching.

Section A. Observation Requirements

The evaluation of the performance of each teacher in the school system is the responsibility of the Administration. In such evaluations, all monitoring or observations of teachers shall be conducted openly. No electronic device shall be used during the evaluation process without consent of the teacher. Personal computers or laptop computers will be permitted.

Section B. Classroom Observation

Evaluations shall only be conducted by a building principal, assistant principal, or other qualified administrator, as designated by the Board of Education. Each written review of the teacher's job performance shall be based on at least two classroom observations which must be at least forty-five (45) days apart unless the teacher agrees to a shorter time period. A pre-observation form shall be completed by the teacher and discussed with the evaluating administrator before each formal observation. A post-observation conference will be held with the teacher and evaluating supervisor within fifteen (15) school days of the observation. Formal probationary observations shall be completed prior to March 15th.

Section C. Dates For Evaluation

The performance of all teachers shall be evaluated in writing as follows: An IDP must be developed annually for all probationary teachers if employed for at least one full year. This IDP must be submitted prior to December 1st of the current school year. The IDP should be developed cooperatively with the teacher and administrator and should be reviewed in at least three meetings prior to the completion of the final evaluation report.

Probationary teachers shall be evaluated in writing at least once a year and is to be completed on or before March 15. A personal interview will be held following each evaluation to review his/her job performance.

The performance of all tenured teachers shall be evaluated in writing as follows: A PGP shall be developed collaboratively with the administrator and submitted to administration no later than November 1st (annually) or December 1st (multi-year). A concluding or interim meeting shall be held between the teacher(s) and administrator to review the results of the PGP no later than June 1st. All revisions of a PGP must be reviewed with an administrator and collaboratively agreed upon..

A SSDP shall be developed for a tenured teacher as deemed necessary by the administration. Implementation of such a plan should be collaborative whenever possible and shall follow the process and procedures as outlined in the "Teacher Evaluation Program – Framework for Effective Teaching".

Section D. Written Procedures

Three (3) copies of the Final Annual Form, Summative Evaluation Form or the Final Summary Form shall be signed and submitted to the teacher, two (2) to be returned to the Administration and the other one (1) to be retained by the teacher. In the event that the teacher feels that his/her evaluation was incomplete or unjust he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her evaluation file and he/she may request and receive an additional observation and evaluation.

Section E. Review of Personnel File

Each teacher shall have the right upon request to review the contents of their own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in their review. This review will be made in the presence of the administrator (or his/her designee) responsible for the safekeeping of such file. Any privileged information, such as confidential credentials and related personal references obtained at the time of the initial employment, may be purged by the administrator prior to such review. However, the teacher's evaluation reports relative to the teacher since coming to Northview Public Schools will be made available.

Section F. Negative Comments

Negative comments on the performance and evaluation of a teacher should be fully discussed with the teacher. If a conference is held after an observation to discuss the performance of a teacher, any concerns or suggestions for improvement will be submitted in writing to the teacher within ten (10) work days after the conference. Suggestions for improvement of the teacher's performance shall be addressed through a SSDP. It is the teacher's responsibility to take appropriate steps to correct deficient performance. If, in subsequent evaluation reports, a specific deficiency is not commented on, it will be interpreted to mean that the teacher has made adequate improvement in that specific deficiency.

Section G. Appeal Procedure

It is expressly understood that the content of an evaluation shall not be subject to the grievance procedure. However, a violation of the evaluation procedure as set forth in this Agreement may be grieved through Step 4 of the grievance procedure.

ARTICLE XVI. RETIREMENT

Section A. Medical Retirement

The Board of Education may require retirement of any professional employee whose physical or mental health, as determined by a qualified physician, makes it impossible for the employee to meet the normal obligation of his/her regular assignment. The expense of this medical examination shall be assumed by the Board of Education.

Section B. Retirement Compensation

After ten (10) years of continuous employment a teacher who reaches the age of retirement to qualify for benefits under the teachers' retirement system and severs his/her employment with the Northview Public Schools, the Board shall pay the teacher their choice of either:

1. For each day of accumulated PTO the following rate:

2010-2011 \$90.00 per day with a no maximum.

OR

2. If applicable, an early retirement incentive program provided by Board policy. All terms and conditions will be determined by Board policy.
3. Employees electing to retire/resign and are eligible for a sick day pay out will have the amount of that pay out deposited by the employer in the form of a non-elective employer contribution to a 403 (b) plan account 60 days following the payment of the final compensation by the district. This pay out is subject to IRS limitations. No cash option will be available. Carriers will be mutually agreed upon between the Superintendent and the President of Northview Education Association by November 1 of the school year.

ARTICLE XVII. PROTECTION OF TEACHERS

Section A. Maintaining Control and Discipline

The parties recognize that it is reasonable for teachers to assist in maintaining control and discipline on the school site. The parties recognize that the Administration and the Board have the responsibility to give support and assistance to teachers in this respect. When in the opinion of the principal and the teacher, a pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Administration will after having received a written referral from the teacher, take reasonable steps to relieve the teacher of sole responsibilities with respect to such pupil.

Section B. Assault Upon Teacher

Any instance of assault upon a teacher while in the performance of his/her assigned teaching or additional assignment contract duties or related professional responsibilities shall be promptly reported to the Board or its designated representative. A teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury.

The Board will render all reasonable assistance to the teacher in connection with the investigation, prosecution, and disposition of the matter by the proper authorities.

Section C. Lost Time

Time lost as a result of an assault upon a teacher as specified in Section B above will be subject to the compensable leave provisions of this Agreement. Time lost as a result of legal action initiated because of disciplinary action taken by the teacher will also be subject to compensable leave provisions if his/her action is upheld.

Section D. Reimbursement for Damage

If, in the performance of his/her regular or assigned teaching duties a teacher, without negligence on his/her part, shall suffer damage to his/her clothing or other personal property, useful for the performance of his/her job, if not covered by insurance, the Board shall make reimbursement for such damage. Personal property for the purpose of this Article shall not include money. The reimbursement shall not exceed the actual cash value at the time of loss, to a maximum of \$250. The Board may require such subrogation, assignment, and full cooperation by such teacher in seeking recovery from any party responsible for such loss.

Section E. Complaints Toward Teachers

Any complaint by a parent or a student directed toward a teacher shall be called to the teacher's attention by the Administration before any action is taken involving such teacher based thereon.

ARTICLE XVIII. LEAVES OF ABSENCE WITH PAY

Section A. Paid Time Off (PTO)

At the beginning of each year each teacher shall be credited with fifteen (15) days which may be used in the event the teacher must be absent from duty.

Any days not so used in one year shall have unlimited accumulation . If the teacher is unable to report for the opening day of school due to a covered illness, previous paid time off accumulation will then be available. A teacher who fails to complete a school year and who has previously accumulated paid time off days and those days accrued at the rate of one (1) day per month worked for the existing contract year shall have the value of such days, already received as salary, deducted from the last pay check.

The accumulated leave days may be used in conjunction with the Salary Protection Program provided there is no reinsuring benefit available.

A teacher who desires to use a paid time off day must call in or register via the Internet the absence to the AESOP system no later than 6:30 a.m. on the day of absence except in the event the teacher becomes ill after having begun teaching that day.

An employee who is absent due to an injury and is eligible for Workers' Compensation benefits will receive benefits according to State rules and regulations of the Worker's Compensation law.

An employee injured on the job shall report such injury at once to the Central Office and building principal. All reports must be filed at the Central Office no later than seven (7) days after the incident has occurred.

Section B. Bereavement Leave

A teacher shall be allowed a total of seven (7) days of bereavement leave with pay per year when his/her absence is required and shall be charged against annual or PTO. At the discretion of the Superintendent, additional bereavement leave may be taken with the understanding that in the event bereavement leave exceeds seven (7) days per year, the rate of a certified substitute will be deducted from the teacher's pay.

Section C. Jury Duty

A teacher who is required to serve as a juror or who is subpoenaed to testify in any judicial proceeding shall be paid the difference between his/her base salary and the pay received for performing such service.

Section D. Witness in Litigation

A teacher shall receive his/her regular salary whenever he/she is required to appear as a witness in any litigation or proceeding arising out of his/her employment or involving the school if such testimonial or appearance is during his/her regular workday.

Section E. Paid Time Off

Teachers are not required to indicate to the administration the reason for the use of their paid time off days. It is further understood such leave shall not be granted for the first or last day of the school year nor the first working day preceding or following a vacation period, holiday or on a professional development in-service day unless approved at the discretion of the Superintendent. (exception: graduation exercises for the teacher, military departure of a child, graduation of children, or terms of the lottery as follows):

Up to 10% of a building staff, may exercise the option to use these days immediately after Thanksgiving break, prior to or after the December winter break and spring break, as determined by a random drawing conducted in September for all days. If one building does not utilize its allotted 10%, the Superintendent has the discretion to reallocate unused slots to another building at any time during the year. Use of these randomly drawn days is also dependent on the availability of substitutes. This drawing should be conducted by the building administrator or their designee, and an association member may be present.

Such leave shall not be used for Association business.

The Board has the right to have teachers reschedule non-emergency leaves when qualified substitutes cannot be scheduled to work.

PTO leave consisting of four or more consecutive work days must be approved by the superintendent.

Section F. Doctor's Certificate

The Board of Education may require a doctor's certificate or other evidence of illness or disability. In the event an examination is needed to verify the illness or disability, cost of such an examination shall be borne: (a) by the Board of Education if the employee has been absent for less than five (5) days and (b) by the employee if the absence has been for a longer duration.

On a continuing illness or disability (10 days or longer) a doctor's certificate may be required every two calendar weeks stating the current condition of the employee and estimated length of illness or disability. Prior to returning to duty after absence due to a continuing illness or disability, contagious disease, or nervous or mental disorder, he/she may be required to present a statement from his/her physician releasing the member for return. The Board of Education also may require such teacher to submit to an examination by a physician designated by the Superintendent or Board of Education. Cost of such an examination shall be borne by the Board of Education.

The Board of Education may require a physician's statement certifying an employee's ability to continue teaching when in the opinion of the Board medical conditions warrant it. The Board also may require such teacher to submit to an examination by a physician designated by the Superintendent or Board.

Section G. Violation of Leave Policy

All leaves are considered as time off for the reasons stated and necessary for the protection of the employee. Any employee who willfully violates or misuses this policy or who misrepresents any statement or condition under this policy may be subject to disciplinary action up to and including discharge.

Section H. Excess Leave Deduction

Where the absence exceeds the number of days allowed under this policy, the additional absence shall result in a deduction on the per diem basis. In the cases of a verified emergency, the Superintendent may allow the sub deduct to apply to this absence.

Section I. Association Leave Days

The Association shall be allowed a total of five (5) days each year for the officers or representatives of the Association to conduct official business matters. Up to three (3) additional days, less salary of the substitute, may be granted by the Superintendent of Schools to attend meetings which have a direct benefit to the school program. The Association agrees to notify the Administration at least five (5) days in advance of taking such leave.

Section J. Sabbatical Leave

Teachers who have been employed for seven (7) consecutive years by the Board, may, at the sole discretion and judgment of the Board, be granted a sabbatical leave for up to one (1) school year. Applications shall be filed with the Superintendent by February 15, for leave beginning the following September.

An applicant for sabbatical leave of absence shall file with the application form an outlined program for the period requested for sabbatical leave. This plan shall be indicated on an attached statement and shall include details for study resulting in university credit in an approved college, university, or technical school related to teacher's present teaching field and, also, why such leave would be of benefit and advantage to the school district. The Board shall have the prerogative to grant a sabbatical leave of absence for reasons not covered above, upon the request of a teacher, when such leave would be in the best interest of the school district.

To be eligible:

The applicant has not been granted a sabbatical leave of absence from the Northview School District during the seven (7) consecutive years of service immediately preceding current application.

The applicant signs an agreement on terms satisfactory to the Board guaranteeing to return to service with the Northview School District immediately upon termination of the sabbatical leave and continue in such service for a period of two (2) years or to refund any compensation received from the Northview School District while on sabbatical leave except as the Board shall, by special action, waive such obligation.

Unless otherwise expressly stated in this Article, any benefits provided under the Master Agreement shall not be continued and/or accrued to the person on leave.

If for any reason the leave is not used for its intended purpose, the recipient shall report to the Superintendent prior to the next pay period for employment or forfeit all further leave pay for the year.

A teacher on sabbatical leave will be paid either fifty percent (50%) of their prior year salary or forty percent (40%) of their prior year salary and Board paid premiums for Health, Dental Insurance, and Managed Sick Leave Programs subject to the terms and conditions of **ARTICLE XXII - INSURANCE**.

A teacher granted such leave shall advance on the salary schedule the same number of steps he/she would have advanced had he/she been on the staff in the District.

A teacher shall be entitled to participate in the existing insurance program which is provided by the Board. However, it shall be the employee's responsibility to make sure that he/she reimburses the school district each month, in advance, for the entire monthly cost of such policy. If they choose the 40% salary option in the second preceding paragraph, they will get the benefits as specified in that same paragraph.

A teacher shall be responsible for notifying the Payroll Department of the District as to the place to which his/her checks should be addressed during his/her period of sabbatical leave. A teacher, upon return from a sabbatical leave, will be returned to a position for which he/she is certified and qualified unless subject to layoff due to staff reduction.

ARTICLE XIX. LEAVES OF ABSENCE WITHOUT PAY

Section A. General Provisions

Unpaid leaves of absence shall be subject to the following general provisions:

1. Unless expressly amended by other provisions of this contract a teacher returning from leave will be returned to a position for which he/she is certified and qualified unless subject to layoff due to staff reduction.
2. Unless expressly amended by other provisions of this contract, teachers returning from leave shall not receive experience credit for salary purposes for the time encompassed by the leave.
3. Whenever practical leaves of absence will be made to coincide with the school year. The teacher returning from a leave of absence shall inform the Superintendent in writing no later than the first day of April preceding the school year of the intended return.

4. No benefits will accrue to a teacher during a leave of absence except as otherwise stated herein. Upon return from leave the teacher's unused sick leave benefits and salary increments which had been accumulated at the time the leave commenced will be restored to him/her.

Section B. Extended Illness or Injury Provisions

A teacher whose illness or injury continues beyond his/her accumulated sick leave days shall be granted an unpaid sick leave of absence for the balance of the school year if requested. Such leave may be renewed for a period not to exceed one (1) year. The Board of Education may require a doctor's certificate or other evidence of illness or injury to substantiate the request for leave of absence. Expenses incurred in obtaining evidence will be borne by the employee.

Section C. Caring For Critically Ill Or Injured

The Board may grant an unpaid leave of absence to any teacher for the purpose of caring for the needs of a critically ill or injured family member or other person whose relationship is appropriate to warrant such leave.

Section D. Personal Leave

Leaves for personal reasons deemed sufficient by the Board may be granted for periods up to one (1) year, subject to renewal by the Board. The matter of term of leave, replacement and notice, will be subject to agreement between those interested parties at the time the leave is considered.

Applicants returning from leave will be assigned to his/her former position if vacant, but if not, then to the first vacant position for which he/she is certified and qualified for as defined in **ARTICLE XIV, SECTION C and D.**

Section E. Childcare Leave

Leaves for childcare shall, if requested, be granted by the Board for the period of time from the termination of paid maternity leave until the end of the current school year. If requested, such leave may be extended for up to one (1) year at the sole discretion of the Board.

Section F. Military Leave

A teacher who enlists or is inducted into the armed services of the United States, shall be granted military leave of absence in accordance with all applicable laws and regulations.

Section G. Career Exploration Leave

Career Exploration Leaves shall be subject to the following conditions:

1. The Board will grant a leave of up to one (1) year to any teacher for the purpose of career exploration.
2. Return from such leave shall be only at the beginning of a semester.
3. If the salary and subsequent unemployment benefits paid to the replacement teacher exceed the amount that would have been paid to the teacher on leave, the teacher returning from a career exploration leave will have his/her salary for the first contract year after such leave reduced by the excess compensation specified above.

Section H. FMLA

Leave provisions of this Agreement shall be construed consistent with the requirements of the Federal Family and Medical Leave Act. Employees may take unpaid leave in accordance with the Act for birth, adoptions, placement of a child in their foster care, or for serious medical conditions affecting themselves

or their immediate family as defined in the Act. All such leaves shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement. Notification of FMLA absence and required paperwork will be requested after three (3) days of absence. A reference sheet on issues of FMLA and paternity and maternity is available in each school office and from the building association representatives.

Section I. Temporary Contracts

Temporary contracts may be issued to teachers who are temporarily filling a vacancy created by a teacher who is absent due to leave or illness and plans to return before the end of the school year or to teachers who are hired after November 1 to temporarily fill a position for the remainder of the year. In the case of special education and foreign language teachers, temporary contract may also be issued before November 1 when a vacant position cannot be filled with an appropriately certified and qualified instructor due to the lack of applicants.

- a) Temporary contracts will be issued to a teacher after that teacher has completed sixty (60) days in the same specific teaching assignment.
- b) The temporary contract will include a termination date or will terminate upon return of the regular teacher. In circumstances where a temporary contract has been issued to fill a vacant position due to the lack of applicants who are appropriately certified and qualified, the temporary contract will terminate when such a candidate is hired.

Teachers employed under temporary contracts will have no recall rights other than those required by law.

The Association's District Director for Northview will be notified of the name and effective date of hire for each teacher employed on a temporary contract.

Salary placement and fringe benefits will be as required by State law unless the Board agrees to grant experience credit and/or earlier qualification for benefits to attract qualified candidates.

Article XX. PROFESSIONAL COMPENSATION

Section A. Reference to Compensation

The salaries and supplementary compensation of teachers covered by this Agreement are set forth in schedules which are attached hereto and incorporated in the Agreement.

Section B. Salary Schedule Provision

The salary schedule shall be both a minimum and maximum except as elsewhere expressly provided in this Agreement.

Section C. Maximum Credit on Salary Schedule

New faculty personnel shall be placed on the appropriate step of the salary schedule on the basis of the degree status and previous teaching experience. Credit will be allowed for up to five (5) years of successful experience in other school systems; provided, such experience shall have been continuous service of more than one-half of any school year. Intermittent or short-term substitute service will not be credited as previous teaching experience. Additional experience may be granted at the discretion of the Superintendent.

Section D. Partial Year Experience Credit

Teachers who work more than one (1) semester shall be granted one (1) step on the salary schedule in accordance with **ARTICLE XX, SECTION H – LONGEVITY**. Changes will be effective at the beginning of the next school year.

Section E. Part-Time Proration

The salary of any part-time teachers shall be reduced to a figure proportioned to the fractional time for which appointed.

Section F. Change in Degree Status

Faculty personnel completing requirements for a change in degree status prior to a fall or spring semester shall be issued a revised contract for the given semester provided the change is reported in writing **NOT LATER THAN NOVEMBER 1 FOR THE FIRST SEMESTER AND APRIL 1 FOR THE SECOND SEMESTER** and is accompanied with an up-to-date transcript, grade report, or other necessary supporting documentation from the college/university. **FOR PAYROLL PURPOSES STAFF SHOULD SUBMIT DOCUMENTATION AS EARLY AS POSSIBLE!** Once the appropriate official paperwork is received the individual teacher's contract will be amended and retroactive pay to the start of the semester will be adjusted. If the official paperwork is received after November 1 for first semester and after April 1 for second semester, the adjustment of pay will be reflected the following semester and will not be retroactive. **IT IS THE RESPONSIBILITY OF THE TEACHER (NOT THE SCHOOL DISTRICT OFFICIALS) TO FILE AN UP-TO-DATE TRANSCRIPT OR OTHER NECESSARY SUPPORTING INFORMATION WITH THE SUPERINTENDENT.**

Section G. Mileage Reimbursement

Teachers who are required to drive their personal automobiles in the performance of their duties shall be paid at the current rate allowed by IRS.

Section H. Longevity

For longevity purposes the step on which the teacher was placed when the salary steps were originally adopted will be the determining factor. In order to qualify for placement on a longevity step the following service and course work requirements must be completed. Future step placement will be based on meeting the criteria specified below:

Beginning in 2005-2006

STEP 12:

- a) One (1) year of service since qualifying for Step 11.
- b) One (1) semester hour of graduate credit since qualifying for Step 11.

STEP 13:

- a) Two (2) years of service since qualifying for Step 11
- b) Two (2) semester hours of graduate credit since qualifying for Step 11.

STEP 14:

- a) Three (3) years of service since qualifying for Step 11.
- b) Three (3) semester hours of graduate credit since qualifying for Step 11.

STEP 15:

- a) Four (4) years of service since qualifying for Step 11.
- b) Four (4) semester hours of graduate credit since qualifying for Step 11.

STEP 16:

- a) Five (5) years of service since qualifying for Step 11.

- b) Five (5) semester hours of graduate credit since qualifying for Step 11.
- STEP 17:
- a) Six (6) years of service since qualifying for Step 11.
 - b) Six (6) semester hours of graduate credit since qualifying for Step 11.
- STEP 18:
- a) Seven (7) years of service since qualifying for Step 11.
 - b) Seven (7) semester hours of graduate credit since qualifying for Step 11
- STEP 19:
- a) Eight (8) years of service since qualifying for Step 11.
 - b) Eight (8) semester hours of graduate credit since qualifying for Step 11.
- STEP 20:
- a) Nine (9) years of service since qualifying for Step 11.
 - b) Nine (9) semester hours of graduate credit since qualifying for Step 11
- STEP 21:
- a) Ten (10) years of service since qualifying for Step 11.
 - b) Ten (10) semester hours of graduate credit since qualifying for Step 11.
- STEP 22:
- a) Eleven (11) years of service since qualifying for Step 11.
 - b) Eleven (11) semester hours of graduate credit since qualifying for Step 11.
- STEP 23:
- a) Twelve (12) years of service since qualifying for Step 11.
 - b) Twelve (12) semester hours of graduate credit since qualifying for Step 11
- STEP 24:
- a) Thirteen (13) years of service since qualifying for Step 11.
 - b) Thirteen (13) semester hours of graduate credit since qualifying for Step 11.
- STEP 25:
- a) Fourteen (14) years of service since qualifying for Step 11.
 - b) Fourteen (14) semester hours of graduate credit since qualifying for Step 11.
- STEP 26:
- a) Fifteen (15) years of service since qualifying for Step 11.
 - b) Fifteen (15) semester hours of graduate credit since qualifying for Step 11 .
- STEP 27:
- a) Sixteen (16) years of service since qualifying for Step 11.
 - b) Sixteen (16) semester hours of graduate credit since qualifying for Step 11.
- STEP 28:
- a) Seventeen (17) years of service since qualifying for Step 11.
 - b) Seventeen (17) semester hours of graduate credit since qualifying for Step 11.
- STEP 29:
- a) Eighteen (18) years of service since qualifying for Step 11.
 - b) Eighteen (18) semester hours of graduate credit since qualifying for Step 11
- STEP 30:
- a) Nineteen (19) years of service since qualifying for Step 11.
 - b) Nineteen (19) semester hours of graduate credit since qualifying for Step 11.
- STEP 31:
- a) Twenty (20) years of service since qualifying for Step 11.
 - b) Twenty (20) semester hours of graduate credit since qualifying for Step 11.
- STEP 32:
- a) Twenty-one (21) years of service since qualifying for Step 11.
 - b) Twenty-one (21) semester hours of graduate credit since qualifying for Step 11

STEP 33:

- a) Twenty-two (22) years of service since qualifying for Step 11.
- b) Twenty-two (22) semester hours of graduate credit since qualifying for Step 11.

STEP 34:

- a) Twenty-three (23) years of service since qualifying for Step 11.
- b) Twenty-three (23) semester hours of graduate credit since qualifying for Step 11.

STEP 35:

- a) Twenty-four (24) years of service since qualifying for Step 11.
- b) Twenty-four (24) semester hours of graduate credit since qualifying for Step 11.

Courses selected will apply toward longevity Steps as defined above if they are in the major, minor, a related subject area affecting the teacher's current or future teaching assignment, or in methods of teaching, classroom management, or other area applicable to their teaching assignment.

In lieu of the above graduate credit requirement, thirty-six (36) clock hours of workshops or seminars may be substituted as an equivalency provided they are in the areas specified in the paragraph above and participation is outside of normal work hours. The district will attempt to publicize any pre-approval of workshops or seminars offered by the district.

The Superintendent may approve undergraduate courses or other related activities if those courses or activities more appropriately meet the teacher's program needs.

Section I. Additional Teaching Load

Teachers who agree to teach more than a normal teaching load (as defined in Article XII, TEACHING HOURS, Section G) on a regular basis shall receive additional compensation on a prorata basis for each teaching period in excess of such norms.

Section J. Tuition Reimbursement

Tuition reimbursement will be made only as specified below:

- a) For course-work required by the Board under Article XIV Section D.
- b) All tenured teachers will be reimbursed a maximum of four (4) semester hours per year for graduate courses taken to satisfy requirements for step or degree movement on the salary schedule. At the conclusion of this agreement, tenured teachers will be reimbursed a maximum of four (4) semester hours per year.

The reimbursement for authorized courses will be for actual tuition costs at any publicly supported Michigan University. For authorized courses taken out of State or at private Universities, the reimbursement will be computed at the cost of tuition at Michigan State University .

The Superintendent may authorize credit for workshop hours offered through the Kent Intermediate School District or other sponsoring organization when University credit is offered upon payment of tuition provided workshop requirements are the same as the University credit requirements.

No tuition payment shall be in addition to tuition paid under any other grant or scholarship.

To receive tuition reimbursement, evidence of successful completion of the approved courses must be presented to the Superintendent. Each individual requesting tuition reimbursement shall be responsible for reporting any reimbursement from another source.

Section K. After School Programs

Payment for after school programs authorized by the Board and authorized extra duty in the summer will be paid as specified in Schedule B-3. Examples of current programs are CASE, K-12 Summer School, and Drivers Education.

ARTICLE XXI. PAYROLL DEDUCTIONS

Section A. Authorized Deductions

A teacher shall give the Board a signed authorization to deduct amounts from his/her salary for any of the following purposes which he/she elects: insurance contributions, Board approved annuities, credit union and/or savings bonds.

Section B. Association Dues

The Board will deduct the regular annual dues or representation fee and the standard PAC contributions by payroll deduction from the salary of any teacher who authorizes such deductions in writing. Such deductions will be made in ten (10) consecutive installments and remitted to the Association. The Board will not be required to make deductions after this contract expires.

Section C. Written Notification of Dues

The Association shall give written notification to the Business Office of the amount of its regular dues and standard PAC contributions which are to be deducted from teachers' salaries in the school year.

Section D. Payroll Periods

Teachers' annual salaries shall be paid in twenty-six (26) approximate equal payments, with payroll checks issued every other Friday. For 2010-2011 the first payday will be August 27, 2010.

Any teacher who leaves the system by resignation, retirement, discharge or otherwise will, on request, receive the balance of his/her earned annual salary in the next pay period after leaving the system.

Section E. Withholding Tax Information

Withholding tax statements showing the number of dependents claimed by each teacher shall be on file by the end of the pre-school orientation. If no such statements are on file by that time, the Board will assume the teacher claims no dependents.

Section F. Supplemental Pay Provisions

Teachers performing duties under a supplementary contract may elect to have the supplemental salary prorated over the pay periods remaining or receive total payment as provided below provided the assignment is completed:

Fall Sports: Second pay period in November.

Other Activities: First pay period in February.

Winter Sports: Second pay period in March.

Spring Sports and Other Activities: First pay period in June.

Assignments not performed in full according to the applicable job description will result in a prorata reduction in compensation. Such reduction may be applied to any compensation not yet received by the teacher.

ARTICLE XXII. INSURANCE

The Board agrees to provide the below mentioned benefits within the underwriting rules and regulations as set forth by the carrier in the Master Contract held by the Board or its designee.

Section A. Health Insurance

1. Contribution, Plan, and Qualifications:
 - a) The Board will contribute the majority of the monthly cost of providing full family, two person, and single subscriber coverage under a comprehensive hospital, medical and surgical insurance program for all full-time teachers in the bargaining unit who elect such coverage and their eligible dependents. Instructional staff will pay \$65.00 per month toward their health insurance costs which will be deducted pre-tax from their wages. This plan will have a \$5.00/\$10.00 prescription co-pay; a \$10.00 office co-pay and a \$100/\$200 deductible. For 2010-2011 any prescription co-pay expenses over \$120 will be paid by the Board of Education to the employee. It will be the responsibility of the employee to submit co-pay documentation by the second Friday of September. Reimbursements will be paid on the second payroll period of October. The Board will make one-half (1/2) of the above contribution on behalf of each teacher who teaches at least half-time but less than full-time.
 - b) The Board will provide such coverage under the following plan:
MESSA Choices II.
2. No changes and/or additions can be made after October 1, except as a qualifying event occurs thereafter.
3. Coverage will terminate:
 - a) On the date the teacher leaves the system if he/she resigns or is discharged before the end of the school year.
 - b) The teacher who resigns from the school system at the end of the school year may continue his/her insurance coverage through August, at the Board expense, equal to the June Board contribution rate.
4. A single person qualifies for individual membership under group provisions.
5. The Board shall provide the above program until this contract terminates.

Section B. Options

The Board will provide up to the following dollar limit for all teachers, who teach at least halftime, who elect such benefits in lieu of health insurance benefits towards the purchase of optional insurance benefits:

2010-2011	\$ 270.00 per month
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The district's tax qualified cafeteria plan (Section 125) is the vehicle for all options selected.

Conditions for these benefits must also comply with the stated provisions above including A-2, A-3, A-5.

Section C. Salary Protection

The Board of Education will make available to each full-time employee a Salary Protection (Long Term Disability) insurance program to enhance the present sick leave provisions with the following conditions.

1. There will be a limit of 66-2/3 (75% monthly pay limit) of income not to exceed- \$5,500 per month prorated over a twelve (12) month period to age 65.
2. There will be a ninety (90) calendar day waiting period.

3. The Board of Education will consider any financial offset such as Workers' Compensation, Social Security, other insurance income, etc., to determine its obligation to the employee (freeze on offsets).
4. Alcoholism/drug addiction - 2 year limit.
Mental/nervous - 2 year limit.
5. The coverage shall become effective at the beginning of the insurance month immediately following the time they begin their teaching duties.
6. An employee who qualifies for Long Term Disability will be afforded medical care premium payments as outlined under Health Insurance through the end of the school year in which the disability occurs.
7. All other benefits are severed with the exception of medical care at the point in time where the employee can no longer provide services as a teacher.

Section D. Dental

The Board will provide dental care insurance in Class I, Class II, and Orthodontic Benefits, as provided below, for all full-time teachers.

1. The category structure is as follows:
 - a. Class I Benefits The amount payable will be 60%, increasing by 10% each subsequent calendar year (to 100%) provided the participant visited a dentist for examination and diagnosis at least once during the calendar year, and all Basic Services, which were recommended by the dentist as a result of the first of such visits, were completed during the calendar year.

Benefits to include basic dental services for major corrective and restorative procedures, i.e., examinations, radiographs, patient consultations, preventive treatment, fillings and free standing crowns, jackets, oral surgery (primarily extractions), denture repairs, diagnostic services, root canal therapy, etc.

- b. Class II Benefits –After deductible, 70% of the eligible expense incurred by the participant during the remainder of the calendar year will be paid.

Benefits include prosthodontics services, i.e., bridges, inlays, crown and bridge repair, dentures, and partial dentures.

Beginning in 2004-2005 the Class I and Class II deductibles will be changed to an annual deductible for full family coverage of \$200 per plan year and an annual deductible for single coverage of \$100 per plan year. The plan year runs September 1 through August 31.

Combined Basic and Major annual maximum per participant per year is \$1,200.

2. Orthodontic Benefits are provided only for qualified dependent children less than nineteen (19) on the date the orthodontic procedure commences. A lifetime deductible of \$50 per individual applies to orthodontic treatment. After the deductible has been satisfied, the plan will pay 70% of the orthodontist's actual charges up to the plan maximum of \$1,500.
3. Benefits will be provided under the conditions provided above in A-3, A-4, A-5, of the Health Insurance Program.

Section E. Life Insurance

The Board agrees to provide \$60,000 term life and \$60,000 accidental death insurance coverage for all full-time regularly scheduled teachers for the school year who elect such coverage by completing and signing the appropriate application:

Coverage will terminate on June 30 for the teachers who are not scheduled to return the following year. The Board will not be liable for claims beyond what its Carriers will provide.

Section F. Vision

The Board will provide SET Ultra-Vision Plan IV for all full-time regularly scheduled teachers for the school year who elect such coverage by completing and signing the appropriate application.

Coverages will be:

Complete Vision Examination	\$80
Single Vision Lenses (each pair)	\$90
Bifocal Lenses (each pair)	\$90
Trifocal Lenses (each pair)	\$120
Progressive Lenses (each pair)	\$130
Contact Lenses (each pair)	\$160
Frames – Standard-type	\$100

Benefits will be provided under the conditions provided above in A-3, A-4, A-5, of the Health Insurance program.

Beginning in 2004-2005 the annual deductible for full family coverage is \$100 per plan year. The annual deductible for single coverage is \$50 per plan year. The plan year runs September 1 – August 31.

Section G. Unpaid Leave

A teacher on an unpaid leave will receive a pro-rata payment of their benefit premiums for the current school year. Continuation of the coverage for the balance of the current contract year will be contingent on advance premium payment each month. Coverage beyond the current contract year will be as provided by C.O.B.R.A. regulations.

ARTICLE XIII. SCHOOL CALENDAR

Section A. Reference to Schedule C

The school calendar(s) are set forth in Schedule C which is attached hereto and incorporated in this Agreement.

Section B. Length of School Year

The school year shall consist of full-time equated contractual days for returning staff (two additional for new staff) as follows:

2010-2011 181.0 176 student days (8 of the student days to be ½ days)

The basic emphasis shall be on student instruction and the time devoted to this purpose must conform to the requirements of the Michigan Department of Education.

The time remaining shall be devoted to: (a) parent-teacher conference, (b) correction of exams, (c) preparation of records, (d) teacher orientation, (e) staff development, and like duties as assigned by the Board of Education or required by the Michigan Department of Education.

Section C. Makeup Days

If required by law, makeup days will be scheduled at the end of the school year unless the parties agree to an alternate calendar.

ARTICLE XXIV. GRIEVANCE PROCEDURE

Section A. Definition of Grievance

A grievance shall be defined as an alleged violation or misapplication of any specific provision of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance, but such grievance shall be submitted to the following grievance and arbitration procedures. An individual employee may present a grievance to the Board or its representatives, as long as any adjustment is not inconsistent with the terms of this Agreement.

The Kent County Education Association designates the District Director for Northview as local agent responsible for processing grievances.

Section B. Individual Grievance Provisions

Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

Section C. Matters Not Subject to Grievance

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

1. Adverse evaluation shall not be subject to the grievance procedure but shall be handled as provided in Article XV, Section G.
2. The termination of services or failure to re-employ any probationary teacher.
3. Assignments under supplementary contracts.
4. Any claim or complaint for which there is another remedial procedure or forum established by law including any matter subject to the procedures specified in the Teacher Tenure Act.
5. Any claim or complaint regarding the retirement plan or any insurance plans or the amount of payment by the insurance company(ies).

Section D. Procedures

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level unless extended by written mutual agreement.

STEP ONE:

- a. A teacher may within ten (10) working days of the occurrence of the alleged violation orally discuss the matter with the principal with the objective of resolving the matter informally. If the teacher is not satisfied with the disposition from the oral discussion, he/she shall file the grievance in writing

within ten (10) working days of the occurrence of the grievance. The grievance shall indicate the Article and Section of concern and remedy sought and will be dated and signed by the teacher or teachers filing the grievance.

- b. Within five (5) working days of receipt of the written grievance the principal shall meet with the teacher(s) and/or the Association representative in an effort to resolve the grievance. The principal's written answer shall be given within five (5) working days after such meeting.

STEP TWO:

- a. If the grievance disposition given in Step One of the written procedure is not considered satisfactory, the grievance may be filed by the teacher or Association representative to the Superintendent of Schools within five (5) working days following the date of the disposition to Step One.
- b. Within five (5) working days of receipt of such grievance, the Superintendent of Schools will meet with the parties involved to discuss the issues. A written answer shall be given within ten (10) working days after receipt of such grievance.

STEP THREE:

- a. If the grievance disposition given in Step Two of the written procedure is not considered satisfactory, the grievance may be filed by the Association to the Secretary of the Board with a statement of reasons why it is being pursued within ten (10) working days following the date of the disposition in Step Two.
- b. Within twenty (20) working days of receipt of the grievance, the Board shall respond to the grievance.

STEP FOUR:

- a. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted for arbitration by written notice by the Association within ten (10) working days after receipt of the Board's decision.

Section E. Arbitration

An impartial arbitrator shall be promptly selected by the parties from a list supplied by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing.

The power of the arbitrator shall be limited to the interpretation or application of the express terms of this Agreement and he/she shall have no power to alter, add to, or subtract from, the terms of this Agreement as written. The arbitrator's decision shall be final and binding on the Association, its members, the teacher or teachers involved and the Board.

Section F. Arbitration Costs

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

Section G. Time Limitation

No grievance shall be processed unless initiated and carried to the next Step within the time provided herein or as extended by written mutual agreement.

Section H. Emergency Meetings

Both parties recognize that in some instances settlement of a grievance involving more than one school should be considered immediately. When a situation of this kind arises, the grievance may be processed in

the first instance at Step Two. This procedure is to be used in exceptional situations only where immediate action is clearly defined.

ARTICLE XXV. NEGOTIATION PROCEDURES

Section A. Entire Agreement Clause

During the negotiations leading up to the Agreement each party had the right to make proposals and bargain on all bargainable matters. This contract contains the entire agreement of the parties. During its life, each party agrees that the other will not be required to engage in further bargaining on any matter, whether covered herein or not.

By mutual agreement between the Board and the Association matters of common concern may be discussed and any agreement which results may become a part of this Agreement by mutual agreement of the parties.

Section B. Negotiation Representatives

In any negotiations provided for here, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or without the school district.

It is recognized that no final agreement between the parties may be executed without ratification by the Board and by the members of the Association who are employees of the Northview Board of Education, but the parties may mutually pledge that the representatives selected by each shall be clothed with all necessary power and authority to make and consider proposals and to make concessions in the course of negotiations or bargaining subject only to such ultimate ratification.

Section C. Distribution of Copies

There shall be three (3) signed copies for purposes of record, one to be retained by the Board, one by the Association, and one by the Superintendent.

Section D. Mediation

If the parties fail to reach agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission.

Section E. Meetings Held During School Day

A member of the Association negotiating committee who participates in a joint meeting during the school day with representatives of the Board at a meeting scheduled by agreement of the parties shall not suffer reduction in pay.

ARTICLE XXVI. MISCELLANEOUS PROVISIONS

Section A. Past Practices

This Agreement shall supersede any rules, regulations or practices of the Board heretofore in effect or terms of any teacher's individual contract to the extent they are contrary to or inconsistent with its terms.

Section B. Provisions Contrary To Law

If any provision of this Agreement or its application to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsist except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section C. Annexation and Consolidation

In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued employment of its members in such combined districts.

Section D. Headings

The headings used in this Agreement are for reference only and shall not add to nor subtract from the express terms and provisions contained therein.

ARTICLE XXVII. SUPPLEMENTAL AGREEMENTS

Section A. Assignment and Tenure Status

Work performed under a supplementary contract is not subject to tenure. Assignment of individual teachers to supplemental duties is discretionary with the Board of Education and subject to renewal each year. If a supplemental contract is not renewed, the teacher affected may request an appointment with the appropriate Principal and/or Director to discuss the reason(s) for non-renewal.

Section B. Establishment of New Positions

The Board of Education has the right to establish additional positions and issue payment on supplementary contracts for such positions during the term of the Master Agreement.

Section C. Coaching Assignments and Resignations

Employees, working under a supplemental contract as coach, desiring not to continue in that position and/or sport for the next school year, shall notify the Board, in writing, no later than April 1 of such decision. In turn, the Board of Education shall make the coaching assignments as far in advance as possible. This will be done at or before the June Board meeting if the activity has been approved for the next school year.

Section D. Supplemental Assignment and Resignations

Employees, working under other supplemental contracts, desiring not to continue in that position for the next school year, shall notify the Board, in writing, no later than May 1, of such decision. In turn, the Board of Education shall make other supplemental assignments as far in advance as possible. This will be done at or before the June Board meeting if the activity has been approved for the next school year.

Section E. Department Heads

Department heads in the High School and/or team leaders at Crossroads Middle School having five (5) or more members will have release time up to a total of two (2) days in one year. Department heads and/or team leaders at Crossroads Middle School having two (2) to four (4) members will have one (1) day release time. Requests must be made and approved through the building principal at least one (1) week prior to the day/days being requested. If release time is not taken, the teacher may choose compensation time or the B-3 rate.

DEFINITION –

Member: A teacher who teaches more than two (2) classes per day in the department.

Department Head Qualifications: Must teach full-time within the department.

Section F. Coaching Experience

Experience credit for supplemental salary schedule placement may be allowed by the Board.

When experience is allowed from outside the system, normally placement will be at Step 3 or less on the supplemental salary schedule. The Board reserves the right to allow additional experience credit for salary schedule placement in special cases.

Section G. Evaluation

The Athletic Director will submit periodic written evaluation reports to the Superintendent. The evaluation must be completed before supplemental contracts are issued for the following year. Each written review of the coach's job performance shall be based on at least fifteen (15) consecutive minutes of observation to an accumulated total of thirty (30) minutes.

Prior to submitting the written report, the Athletic Director or Assistant Athletic Director and Coach will hold an evaluation conference. The evaluation is to be signed by both the Coach and the Athletic Director or Assistant Athletic Director.

ARTICLE XXVIII. SALARY SCHEDULE QUALIFICATIONS

1. Teachers, to qualify for the BA+18 Schedule, must have eighteen (18) semester hours beyond their Bachelor's degree and have a permanent or continuing teaching certificate.
2. Teachers, to qualify for the MA-1 Schedule, must have thirty (30) graduate semester hours beyond their Bachelor's degree or a General Master's degree. Such hours or degree must be from an accredited educational institution. Starting with new hires of August 1, 2005, an employee entering with a master's degree will be assigned to MA1. Upon receiving tenure the employee will be moved to MA2 schedule.
3. Teachers, to qualify for the MA-2 Schedule must meet the following requirements:
 - a. Must have a permanent or continuing teaching certificate, and
 - b. A master's degree in any related field of education from an accredited institution.
4. Teachers, to qualify for the MA2+15 semester hours schedule must have earned such graduate credit since completing requirements for the MA2 schedule. The additional hours must be in the subject areas included in (3)b. above.
5. Teachers, to qualify for the MA2+30 semester hours schedule, must have earned such graduate credit since completing requirement for the MA2+15 schedule. The additional hours must be in the subject areas included in (3)b. above.

ARTICLE XXIX. DURATION OF AGREEMENT

Section A. Life of the Agreement

This Agreement shall be effective September 1, 2010, and continue in effect until August 31, 2011. This Agreement shall not extend orally and it is expressly understood that it shall expire on the date specified.

By January 30, 2011, the parties mutually agree to review all relevant factors to determine if an extension of this agreement will occur.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives this 27th day of May, 2010.

NORTHVIEW EDUCATION ASSOCIATION SCHOOLS

THE BOARD OF EDUCATION OF NORTHVIEW PUBLIC SCHOOLS

BY _____
Chief Negotiator

BY _____
Chief Negotiator

BY _____
NVEA Negotiator

BY _____
Team Member

BY _____
NVEA Negotiator

BY _____
Board President

BY _____
MEA/KCEA Staff

BY _____
Board Secretary

BY _____
KCEA President

Dated this 30th day of May, 2007

Salary Schedule for 2010-11

	BA	BA+18	MA1	MA2	MA2+15	MA2+30
1	37,590	37,691	40,108	40,860	40,942	40,942
2	38,642	39,236	41,649	42,517	42,318	42,318
3	40,296	40,916	42,957	44,014	44,194	44,194
4	41,457	42,856	45,006	46,303	47,430	49,017
5	43,596	45,025	47,051	48,551	49,641	51,351
6	45,596	47,171	49,107	51,080	51,862	53,967
7	47,727	49,314	51,246	53,437	54,403	56,602
8	49,881	51,501	53,433	56,076	57,083	59,564
9	52,332	53,561	55,493	58,722	59,718	62,241
10	54,238	55,539	57,471	61,433	62,726	65,056
11	56,948	58,140	60,076	65,507	66,097	68,067
12	57,433	58,734	60,669	66,026	66,612	68,759
13	57,916	59,328	61,263	66,546	67,126	69,450
14	58,399	59,923	61,857	67,067	67,639	70,142
15	58,873	60,478	62,414	67,605	68,413	70,875
16	59,346	61,034	62,969	68,141	69,188	71,607
17	59,820	61,590	63,524	68,676	69,965	72,337
18	59,982	61,805	63,741	69,082	70,371	72,743
19	60,142	62,020	63,955	69,489	70,778	73,151
20	60,301	62,236	64,168	69,898	71,187	73,559
21	60,406	62,391	64,323	70,304	71,597	73,965
22	60,510	62,547	64,478	70,711	72,005	74,371
23	60,613	62,702	64,635	71,119	72,412	74,781
24	60,880	62,917	64,857	71,525	72,818	75,187
25	61,147	63,138	65,077	71,932	73,225	75,593
26	61,414	63,362	65,296	72,341	73,634	76,002
27	61,688	63,632	65,564	72,747	74,040	76,408
28	61,962	63,900	65,832	73,154	74,447	76,815
29	62,237	64,168	66,101	73,563	74,856	77,224
30	62,372	64,304	66,236	73,969	75,262	77,630
31	62,506	64,440	66,372	74,376	75,669	78,036
32	62,639	64,574	66,507	74,784	76,077	78,446
33	62,910	64,879	66,812	75,228	76,551	78,938
34	63,194	65,201	67,133	75,691	77,048	79,455
35	63,451	65,493	67,426	76,110	77,503	79,928

0% on Base, advance steps if available, and 1% payment to an annuity/403 (b) upon retirement/severance.

FTE Calculator for Part-Time Instructional Staff

- + Contact Minutes (begins with the first scheduled student contact & includes 15 min travel time for shared staff)
- + 30 minutes (15 minutes before and after instructional hours)
- + Planning Time (* Pro-rated Based on the position posting)
440 Minutes (Divided by) **

- * Pro-rated Planning time
0.0 - .25 = 15 minutes of planning time
.26 - .50 = 30 minutes of planning time
.51 - .75 = 45 minutes of planning time
.76 - .90 = 60 minutes of planning time

** For part-time employees in the high school, contact time, duty hours and planning time for A and B days need to be added together and the denominator will be 880 minutes.

SUPPLEMENTAL SALARIES SCHEDULE B-1

<u>Position</u>	<u>Salary</u>
Middle School Dramatics/Per Play	3.0%
Freshman Class Advisor	3.0%
Sophomore Class Advisor	3.0%
Junior Class Advisor	4.0%
Senior Class Advisor	4.5%
Debate	6.0%
HS Play (Per Play)	6.0%
HS Yearbook	8.5%
HS Activities	10.0%
HS Honor Society	3.5%
HS Band	16.0%
MS Band	6.5%
HS Vocal Music	8.5%
MS Vocal Music	5.5%
Elementary Vocal (Per Building)	3.5%
HS Newspaper	5.0%
Lunchroom Supervisors	5.0%
Department Heads (Grades 9-12)	
Five or More	7.0%
Two - Four	4.5%
Team Leaders (Crossroads)	3.5%
High School Close Up Coordinator	2.5%
Alternative Ed Yearbook	5.0%
Advisor Student Gov't Crossroads	6.0%
Advisor Student Gov't Highlands	6.0%
Crossroads Intramurals (per semester)	11.0%
Crossroads Yearbook	6.0%
NCA (one per school)	1.5%
District Title IX Coordinator	3.0%
Asst District Title IX Coordinator (Crossroads)	3.0%
Volunteer Coordinator	3.0%
Curriculum Council Content Chairs	\$200 per person
Diversity Coordinator	1.5%

SUPPLEMENTAL SALARIES SCHEDULE B-2

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
<u>FOOTBALL</u>					
Head Coach	13.0%	14.0%	15.0%	16.0%	17.0%
Assistant	8.0%	9.0%	10.0%	11.0%	12.0%
J.V. Head	8.0%	9.0%	10.0%	11.0%	12.0%
J.V. Assistant	7.0%	8.0%	9.0%	10.0%	11.0%
Fresh. Head	8.0%	9.0%	10.0%	11.0%	12.0%
Fresh. Assistant	6.0%	7.0%	8.0%	9.0%	10.0%
<u>BASKETBALL</u>					
Head Coach	13.0%	14.0%	15.0%	16.0%	17.0%
J.V. Head	8.0%	9.0%	10.0%	11.0%	12.0%
Fresh. Head	7.0%	8.0%	9.0%	10.0%	11.0%
<u>WRESTLING</u>					
Head Coach	11.0%	12.0%	13.0%	14.0%	15.0%
Assistant	7.5%	8.5%	9.5%	10.0%	11.0%
Assistant	7.5%	8.5%	9.5%	10.0%	11.0%
<u>SWIMMING</u>					
Head Coach	11.0%	12.0%	13.0%	14.0%	15.0%
Assistant	7.5%	8.5%	9.5%	10.0%	11.0%
Diving Coach	3.0%	3.5%	4.0%	4.5%	5.0%
<u>TRACK</u>					
Head Coach	9.0%	10.0%	11.0%	12.0%	13.0%
Assistant	6.5%	7.5%	8.5%	9.5%	10.0%
<u>BASEBALL/SOFTBALL</u>					
Head Coach	10.0%	11.0%	12.0%	13.0%	14.0%
Assistant	6.5%	7.5%	8.5%	9.5%	10.0%
Freshman Head	5.5%	6.5%	7.5%	8.5%	9.0%
<u>TENNIS</u>					
Head Coach	7.0%	8.0%	9.0%	9.5%	10.0%
Assistant	6.0%	7.0%	7.5%	8.0%	8.5%
<u>GOLF</u>					
Head Coach	7.0%	8.0%	9.0%	9.5%	10.0%
Assistant	6.0%	7.0%	7.5%	8.0%	8.5%
Assistant	6.0%	7.0%	7.5%	8.0%	8.5%
<u>CROSS COUNTRY</u>					
Head Coach	7.0%	8.0%	9.0%	9.5%	10.0%
Assistant	6.0%	7.0%	7.5%	8.0%	8.5%

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
<u>VOLLEYBALL</u>					
Head Coach	11.0%	12.0%	13.0%	14.0%	15.0%
Assistant	6.0%	7.0%	8.0%	9.0%	10.0%
Assistant	6.0%	7.0%	8.0%	9.0%	10.0%
<u>BOWLING</u>					
	5.0%	5.5%	6.0%	6.5%	7.5%
<u>SOCCER</u>					
Head Coach	9.0%	10.0%	11.0%	12.0%	13.0%
Assistant	6.5%	7.5%	8.5%	9.5%	10.0%
Assistant	5.5%	6.5%	7.5%	8.5%	9.0%
<u>CHEERLEADERS</u>					
Varsity	5.5%	6.0%	6.5%	7.0%	7.5%
Assistant	4.0%	4.5%	5.0%	5.5%	6.0%
Assistant	4.0%	4.5%	5.0%	5.5%	6.0%
<u>DANCE CATS (POM PON)</u>					
Head Coach	4.0%				
<u>HOCKEY</u>					
	8.0%	9.0%	10.0%	11.0%	12.0%
<u>MIDDLE SCHOOL</u>					
<u>ATHLETICS</u>					
	5.0%	6.0%	7.0%	8.0%	9.0%
<u>CREW</u>					
	4.5%	5.0%	5.5%	6.0%	6.5%

SUPPLEMENTAL SALARIES SCHEDULE B-3

2010-2011

.07% of the BA Base Step 1

Rate applies to programs such as CASE, Driver Education, and Summer School K-12 programs, Adult Basic Education classes and other Board approved activities such as authorized curriculum development. Authorized training will be paid at the substitute teacher rate. This does not apply to conferences paid by the district.

2010-2011 Calendar

LETTER OF AGREEMENT

The Northview Board of Education and the Northview Education Association jointly agree in the year in future years of the contract to open contract negotiations on health insurance benefits under the following conditions:

- A KISD insurance pool is developed.
- MESSA has an opportunity to bid on being a provider in the pool.
- Legislative mandates that may occur regarding health insurance for public school employees will be reviewed by the committee. No change will be made in health insurance for the life of this contract.
- No reduction of benefits from current coverage will be incurred.

A cost containment study committee will continue to review health insurance costs in the future years of the contract. The membership will include four (4) members appointed by the Superintendent and four (4) members appointed by the Association. This committee will study health insurance / benefits information to determine the most feasible cost containment measures for future years.

Date: May 27, 2010

President, Northview Education Association

Superintendent, Northview Public Schools

Original letter dated January 18, 2000.
Second iteration dated August 15, 2003
Third letter dated May 30, 2007
Fourth letter dated May 27, 2010

LETTER OF AGREEMENT

The Northview Board of Education and the Northview Education Association jointly agree that during the current life of this contract, the guidance counselors (grades 5-12) will be paid for extra duty time either before or after the regularly scheduled school calendar at the following rate:

Up to two weeks of extra duty will be paid at the per diem rate of the employee's salary.

If you believe this letter accurately summarizes our understanding and agreement, please sign below where indicated. Thank you for your continued cooperation.

Date: May 27, 2010

President, Northview Education Association

Superintendent, Northview Public Schools

Original letter dated February 10, 2000.

2nd letter dated Aug. 15, 2003

Third letter dated May 30, 2007

Fourth letter dated May 27, 2010

LETTER OF AGREEMENT

The Northview Board of Education and the Northview Education Association jointly agree that during the current life of this contract, a voluntary sick leave bank process will be established as follows:

- Employees will be notified of the opportunity to voluntarily submit their names to be drawn in the event that another employee is in need of additional sick time leave related to a critical illness.
- Human Resources and the Office of the Superintendent will review each request for the need for additional sick time from the respective employee.
- Each employee who has indicated they will participate would be notified that a random drawing of names will be conducted until the amount of needed sick time is reached.
- The employee will submit an electronic notice (email) that notifies payroll that one sick day may be deducted from their sick leave bank.
- Employees may rescind their intent to participate at any time.

Date: May 27, 2010

President, Northview Education Association

Superintendent, Northview Public Schools

The Northview Board of Education and the Northview Education Association jointly agree that during the current life of this contract,

**Pursuant to Article XX Professional Compensation,
Subsection J Tuition Reimbursement**

- C) All fourth year, non-tenured, probationary teachers will be reimbursed for a maximum of four (4) semester hours in the last year of their probationary period. These credits must be taken during the fourth probationary year; Prior year credits will not be reimbursed.

The reimbursement for authorized courses will be for actual tuition costs at any publicly supported Michigan University. For authorized courses taken out of State or at private Universities, the reimbursement will be computed at the cost of tuition at Michigan State University.

The Superintendent may authorize credit for workshop hours offered through the Kent Intermediate School District or other sponsoring organization when University credit is offered upon payment of tuition provided workshop requirements are the same as the University credit requirements.

No tuition payment shall be in addition to tuition paid under any other grant or scholarship.

To receive tuition reimbursement, evidence of successful completion of the approved courses must be presented to the Superintendent. Each individual requesting tuition reimbursement shall be responsible for reporting any reimbursement from another source.

Date: May 27, 2010

President, Northview Education Association

Superintendent, Northview Public Schools

