

# INDEX

(Alphabetical Order)

Article		Page
XXI.	Academic Freedom	26
XV.	Association Days	21
II.	Association and Teacher Rights	3-4
IX.	Classroom Substitution	12
IV.	Deductions for Professional Dues	5-7
XXII.	Discipline	26-28
XXV.	Duration	32
VIII.	Emergency Leave	12
XII.	Health	18
VII.	Leaves of Absence	10-11
XXIII.	Miscellaneous	28-29
XIII.	Negotiation Procedures	18-19
XVII.	Personal Days	21
XIX.	Professional Behavior	22-23
V.	Professional Compensation	7-8
XIV.	Professional Grievance Procedure	19-21
XVIII.	Qualifications and Assignments	22
XXV.	Ratification of Signatures	32
I.	Recognition	2-3
III.	Rights of the Board	4-5
XXIV.	Reduction of Staff Clause	30-31
VI.	Sick Leave Allowance	8-10
X.	Teacher Evaluation	13
XI.	Teaching Conditions	14-17
XVI.	Teaching Hours	21
XX.	Vacancies, Promotions and Transfers	23-25

## APPENDIX

A.	Salary Schedule/Pay Scale Step/Actual Step	33-34
B.	Extra-Curricular Compensation	35-36
C.	Other Benefits	37-40
D.	Evaluation Guidelines and Forms	41-48
E.	Grievance Report Form	49-50

## **NORTH CENTRAL EDUCATION ASSOCIATION AGREEMENT**

This Agreement entered into this 1<sup>st</sup> day of July **2011** by and between the North Central Education Association, Upper Peninsula Education Association and the Michigan Education Association, hereinafter jointly called the "Association" affiliated with the National Education Association hereinafter called the "NEA", and the North Central Area School District, hereinafter called the "Board", representing the North Central Area School District, hereinafter called the "District" with the principal place of business at Powers, Michigan.

### **WITNESSETH**

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the North Central Area School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board has statutory obligations, pursuant to Act 336 of the Michigan Public Acts of 1947, as amended to bargain with the Association as the representative of its teaching personnel with respect to hours, wages and terms and conditions of employment classified as mandatory subjects, and

WHEREAS, the parties following professional negotiations characterized by good faith and frank exchange of views on the part of all concerned have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, IT IS HEREBY AGREED AS FOLLOWS:

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

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all elementary and secondary classroom teachers who are certified and regularly employed, or who become regularly employed by the Board.

- B. The term "certified" and "regularly" employed classroom teacher as used herein shall include all those teachers employed full-time throughout the school year and in addition thereto, special education teachers, guidance counselors, librarians, teachers regularly employed on a part-time basis teachers regularly employed on a full time basis beginning after the opening day of the school year, probationary teachers as stated below, Chapter I teachers as stated below, and specifically excluding from-the bargaining unit all others, and particularly the supervisory staff consisting of the Superintendent, Principals and Acting Principals, non-supervisory staff consisting of the substitute teachers, non-regularly employed part-time teachers, teacher aides, secretarial staff, kitchen staff, maintenance and custodial staff, bus drivers and all other teachers who are hired on the basis of continuity of funding of special supplemental state and federal funded programs.
- C. The Association represents the probationary teacher in matters of hours, wages, and other conditions of employment as set forth in this Agreement, but specifically excluding discharge, failure to renew contract, granting third year probation, demotion, transfer and evaluation. The Administration shall evaluate probationary teachers on the same evaluation form as is used for tenure teachers.
- D. The Association represents certified and qualified Title I teachers in matters of conditions of employment as set forth in this Agreement
- E. The term "regularly employed classroom teacher" as defined in paragraph "B" above shall be the definition of those covered under the terms of this Agreement until otherwise negotiated and masculine gender shall include feminine.

**ARTICLE II**  
**ASSOCIATION AND TEACHER RIGHTS**

- A. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. No teacher shall be prevented from wearing insignia, pins and other identification of membership in the Association either on or off school premises.
- B. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations and notification is given to the Building Principal or Superintendent.
- C. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all type of audio-visual equipment at reasonable times, when such equipment is not otherwise in use.

- D. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the District, tentative budgetary requirements and allocations, and such other information as will assist the Association in developing intelligent, accurate, informed on constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- E. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack hereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- F. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status. Membership in the Association shall not be denied to any teacher because of race, creed, sex, marital status or national origin.
- G. The Board shall place on the agenda of each regular Board meeting for consideration under "New Business" any matters brought to its consideration by the Association so long as those matters are made known to the Superintendent's Office forty-eight (48) hours prior to said regular meeting.

**ARTICLE III**  
**RIGHTS OF THE BOARD**

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include by way of illustration and not by way of limitation, the right to.
  - 1. Manage and control the business of the school district, the equipment, and the operations and to direct the working forces and affairs of the Board of Education.
  - 2. Continue its rights and past practice of assignment and direction of work to all of its personnel, determine hours of work or days and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of the agreement.
  - 3. The right to hire, promote, suspend and discharge teachers, transfer teachers, assign work or extra duties to teachers (if above the teachers classification, such assignment will be temporary and of a short duration), determine the size of the work force.
  - 4. Determine the services supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation,

the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.

5. Adopt reasonable rules and regulations.
  6. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings and departments.
  7. Determine the placement of operations production techniques to increase learning capacity, distribution of work, and source of materials and supplies.
  8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations as they relate to the school district.
  9. Determine the size of the administrative organization, its functions, authority, amount of supervision and table of organization provided that the Board of Education shall not abridge any rights from teachers as specifically provided for in this Agreement.
  10. Determine the policy affecting the selection, or in-service training of teachers, providing that such selection shall be based upon lawful criteria.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furthermore thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States. Nothing contained in Article III shall deprive the Association of any rights afforded to it under Act 379 of Public Acts of 1965.

#### **ARTICLE IV**

#### **DEDUCTIONS FOR PROFESSIONAL DUES**

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the MEA and the NEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1st and September 1st of any year. Pursuant to such authorization, the Board shall deduct one tenth of such dues from the second regular salary check of the teacher each month for ten months, beginning in September and ending in June of each year.

- B. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.
- C. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Service Fee to the Association as established in accordance with applicable laws.
- D. The procedure in all cases of discharge for violation of this article shall be as follows:
1. The Association shall notify the teacher 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 discharge may be filed with the Board in the event compliance is not effected.
    - a. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this article of the collective agreement. The Association further agrees to indemnify the Board for any damages and interest thereon which may be assessed against the Board as the result of said suit or action, subject however, to the following condition.
  2. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
  3. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense, which may be assessed against the Board by any court or tribunal.
  4. The Association has the right to choose the legal counsel to defend any said suit or action.
  5. The Association shall have the right to compromise or settle any claim made against the Board under this section.
  6. This article shall be effective retroactively to the date of the Agreement, and all sums payable hereunder shall be determined from said date.

**ARTICLE V**  
**PROFESSIONAL COMPENSATION**

- A. The salaries of teachers covered by the Agreement are set forth in the Appendix "A" which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. The salary schedule for teachers shall be adopted by the Board through negotiations with the Association. All teachers are to be hired on the basis of this schedule.

If additional days of instruction are needed beyond what is presently scheduled within the terms and conditions of this contract, then it shall be the obligation of the Board of Education to negotiate the manner in which these additional requirements are met, with the North Central Education Association.

- C. The Superintendent of Schools may recommend that teachers with a degree in education be given credit for up to ten (10) years experience on the salary schedule providing that they had ten (10) years of experience in other schools. Those teachers who have previously received more than ten (10) years of outside credit are grandfathered in at the level they are at.
- D. Teachers will be paid in 26 installments, every other week commencing in September and ending the following August. Paychecks will be issued on Thursday instead of Friday (except when not available because of computer processing). Teachers have the option to take their summer pay in one lump sum payment. Teachers wishing to exercise this option must give written notice to the Superintendent prior to May 1 each year. Final payment will not be made until the teacher "checks out" with the appropriate principal and meets all obligations due the School District.
- E.
  - 1. The Administration will post the availability of all club and class sponsorships within the building for a two-week period. If the positions have not been filled, the Administration will offer the club sponsorships outside of the building to the general public. The Administration may assign teachers on a rotating basis for class sponsorship. The Administration will not assign teachers to club sponsorship, except those required for special funding.
  - 2. Assignments to supervise activities:
    - Assignments to supervise athletic events will not be mandatory.
    - Assignments for supervision of class dances will be mandatory after seeking volunteers among the staff.
  - 3. Postings for coaching position will be to bargaining unit and non-staff personnel at the same time. All positions will be posted annually. The athletic director and administration will make every effort to fill coaching positions with bargaining unit members. Tenure rights are not granted for any extra-curricular assignment.

Applicants will be notified of the administration's recommendation on their application prior to board action.

4. The position of "game site supervisor" is established to provide a basis for using teachers to supervise home sports events when needed. Under no circumstances may the Board appoint a teacher against his or her will. The game site supervisor will be directly responsible for the operation of the game (a job description will be provided by the administration for each sport, designating the specific duties). Game site supervisory opportunities will be offered to bargaining unit employees who are qualified pursuant to the Board's determination. In the event that no qualified teacher candidates apply, outside applicants may be solicited. The Board reserves the right to use administrative personnel for game site supervision, however, as it deems necessary.

#### **ARTICLE VI** **SICK LEAVE ALLOWANCE**

- A. Each teacher employed by the Board shall be allowed nine (9) days sick leave each year. Any teacher who is absent, because of an injury or disease compensable under the Michigan Workmen's Compensation Law shall receive from the Board the difference between his regular salary and the allowance under the Workmen's Compensation law, providing that he has sick leave credit. For each day of compensation the teacher shall have one-third (1/3) day subtracted from his sick leave credit.
- B. Unused sick leave is to be credited to each teacher's sick leave account until a maximum of one hundred-ten (110) days is reached.
- C. A statement of his/her sick leave account will be presented to each teacher not later than September 30th of each year.
- D. A teacher reporting to duty at the beginning of his work period who is forced to leave because of illness or accident any time after two hours of duty will be considered absent for sick leave purpose, one half day. If forced to leave at 2:00 p.m. or later, he is to be considered present for the entire day and no deductions of salary or sick leave is to be made. A teacher who knows by 7:00 a.m. that he will be absent because of illness must report to the Superintendent, Principal or Lead Teacher prior to this time on the day or days of his inability in order to be eligible for sick leave pay. At the discretion of the Administration, the teacher may be granted sick pay if illness or accident occurs between 7:00 a.m. and the time of reporting at school.
- E. The teacher shall, upon reasonable request of the Superintendent, present a doctor's certificate or other proof of illness to the Board covering all the period of absence for which he is to be paid.



- F. A new teacher must actually enter upon the execution of his contract with the Board in order to be eligible for sick leave credit.
- G. Holidays occurring during illness shall not be considered deductible from the teacher's sick-leave accumulation.
- H. When a teacher has exhausted his sick leave, deductions from salary shall be based on the daily rate of pay based upon the number of contracted work days for that year of the yearly salary for regularly employed teachers for each day of absence.
- I. Teachers shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability. It shall be the responsibility of the Administration to arrange for a substitute teacher.
- J. Up to 20 days per teacher may be borrowed from a sick leave bank if a teacher has a specific need for more days than he/she has accumulated.
  - 1. Minimum 5 years of service to qualify.
  - 2. Payback at a rate of 5 days per year.
  - 3. The teacher who desires to use the sick leave bank must request it through the association.
  - 4. If he/she leaves the district, he/she must pay back the days owed at their particular daily rate.
  - 5. It is the responsibility of the local association to reimburse the Board of Education in the event that the Board cannot collect for the un-reimbursed days when a teacher leaves the District.
  - 6. Provided also that if a teacher is indebted to the school district for unearned sick leave at the time of termination of his or her employment, the school district shall have the right to deduct the value of same from the final paycheck due to said teacher.
- K. Conditions directly transmitted from students to bargaining unit members as determined by Superintendent may not be considered deductible from the teacher's sick-leave. These conditions are limited to head lice and scabies.
- L. Years of Service Stipend:  
Upon retirement teachers will be paid for unused accumulated sick days above fifty (50) and up to one hundred-ten (110). Payment per day will be one-half of the daily sub rate. In order to qualify, a teacher must have at least ten (10) years of service to the district.

## ARTICLE VII

## LEAVES OF ABSENCE

A. Teachers may be granted leave of absence for the following reasons:

1. Conscription in the armed services of the United States shall be granted in accordance with Act 145 (1943), as amended.
2. Maternity leave of absence.
3. The Board shall grant two (2) leaves of absence to individuals who request the same, provided that an adequate, qualified replacement can be retained. Nothing in this change shall be interpreted to prevent the Board from granting more than 2 leaves of absence in a given year.

A teacher on leave must give the Board notice of his/her intention to return to work on or before March 15th. Failure to provide notice or failure to return shall result in the loss of all seniority, contract rights.

B. Military Leave

A military leave of absence shall be granted to any teacher who shall be inducted into military service or who shall enlist because of notice of induction. Such a leave of absence shall apply for a minimum term of induction or in the case of enlistment in that particular branch of the armed services enlisted in. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the District during such period. Return from such leave shall be in accordance with paragraph "A" Item "1" above.

C. Maternity Sick Leave

An employee may be entitled to elect to use their accumulated sick leave for maternity leave, under the following circumstances:

1. A pregnant employee should notify the personnel office as soon as she has confirmation of her pregnancy and shall accompany such notice with a physician's written statement setting forth that she is physically able to continue working.
2. Subsequent physician's statements may be required by the Board.
3. The pregnant employee must request, in writing, a maternity sick leave of absence at least thirty (30) school days prior to the expected date for such leave, or in case of an emergency, as soon as is reasonably possible.
4. The teacher may use her accumulated sick leave while on a maternity leave if she is unable to work due to her pregnancy. When she has no available sick leave remaining, her status shall be that of an unpaid leave.

5. Before the employee can return from leave, she must submit a physician's statement confirming her physical ability to perform all the regular and normal duties and functions of her position.
6. Any teacher who uses this section must return when she has received the appropriate physician's approval. If, after having the child, she elects not to return to work when physically able to, she will then be considered a voluntary retirement, however additional leave of absence time may be considered by the Board of Education upon request as indicated in Section A of this Article.

A child care leave without pay but including those benefits provided by law for which the teacher is eligible will be granted for a period not to exceed one year for purpose of child care related to the birth of the teacher's child or the teacher's adoption of a newborn infant. The teacher shall be allowed to resume and continue the job he/she held prior to the taking of child-care leave.

D. Jury Duty

Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter shall, upon the endorsement of his/her witness fee or jury fee check to the school district, receive full salary for such time.

**ARTICLE VIII**  
**EMERGENCY LEAVE**

- A. Emergency Leave: In the event of critical illness or other emergency, in the teacher's own household, or for the death of a relative outside of the immediate family, or for persons where the closeness of the relationship would warrant, a reasonable amount of lost time will be allowed the teacher with loss of pay or sick-leave. This is to be at the discretion of the Superintendent.
- B. In the event of death in the immediate family, father, mother, brother, sister, spouse, child, grandchild, or grandparents, the teacher will be granted four (4) days leave without loss of pay. Two (2) additional days will be allowed but must be taken from sick leave.

**ARTICLE IX**  
**CLASSROOM SUBSTITUTION**

- A. Teachers will be required to substitute in a classroom only in an emergency resulting from the following: (The refusal of a teacher to substitute is a non-emergency situation will not be reflected in any evaluation procedure or result in any disciplinary action).

1. Illness of a teacher occurring after the daily school session commences.
  2. A teacher is unexpectedly required to be absent after school starts.
  3. Because of the time of occurrence of an illness or emergency a teacher is unable to notify the administration enough in advance to arrange for a substitute.
  4. Failure of a substitute to arrive shall be considered an emergency.
- B. Teachers will not be expected to substitute in a classroom for a period exceeding one day or until the administration can arrange for a substitute, which ever is longer, for each emergency outlined in paragraph "A" above.
- C. A teacher who agrees to supervise a class during his/her preparation period for an absent teacher shall receive compensation of \$18.00 per class period.

**ARTICLE X**  
**TEACHER EVALUATION**

- A. A formal evaluation is the written observations made by the Administration on the classroom performance of a teacher. It shall be made according to guidelines and on forms that were agreed upon and are included at the end of this contract.
- B. Formal evaluation of all teachers shall be the responsibility of the Administrative personnel. Copies of evaluations shall be given to each teacher as they are made.
- C. Where improvement is needed, recommendations shall be given and each teacher shall be made conscious of his progress through conferences and visits with the school principal or superintendent.
- D. In the event that the teacher feels 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 personal file.
- E. Formal evaluations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit TV, public address or audio systems and similar surveillance devices shall be strictly prohibited for formal evaluations.

- F. Each teacher shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may be requested to accompany the teacher in such review.
- G. The teacher evaluation form and guidelines will be made available to all teachers.
- H. Nothing contained in this Article shall be construed to abridge or limit the Board's right to place comments and criticisms in a teacher's file. Such material shall be factual and any such material if placed in a teacher's file and found to be untrue, shall be removed from said file. However, no material shall be placed in a teacher's file until the teacher is given the opportunity to review such material. The teacher shall have the right to append any comments relative to such material.
- I. The Board agrees that a teacher's personnel file shall not be released to a third party, except for circumstances required by law. In such circumstance, the Superintendent will make every effort to notify the teacher immediately. The Superintendent will follow the most recent Legislative or Judicial Case Law in determining which items in the file may be released. The Board further agrees that at the request of the teacher, all hearings regarding dismissal, suspension, allegations, evaluations, or discipline conducted by the Board be held in closed session and the teacher shall not be identified in any public minutes of the Board unless required by law.

**ARTICLE XI**  
**TEACHING CONDITIONS**

- A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, and the organization of the school and the school day should be directed at insuring a major portion of the energy of the teacher is directed to this end.
- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, athletic equipment, current periodicals, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such tools. Each teacher will be provided with at least one lockable unit (teacher's desk, file cabinet, or storage cabinet). The Board shall endeavor to undertake as promptly as practicable to implement all joint decisions made by its representative and the Association. The Board agrees at all times to keep the schools as reasonably equipped and maintained as practicable.
- C. Teacher's aides may be employed by the Board, when possible, to relieve teachers (grade school) of cafeteria, patrol, and/or other extra duties.
- D. Telephone facilities shall be made available to teachers for their reasonable use in a principal's office.

- E. The Board will provide parking facilities for teachers as close to the school building as practicable. The designated area will be posted "Teacher Parking Only" It is agreed that the Board has the right to relocate said area. "The parking situation at the Hermansville buildings will continue to be used as in the past and will be acceptable for meeting the provisions for the contract."
- F. Each full-time elementary teacher will receive two daily 20-minute breaks. One of the 20-minute breaks is to be scheduled during either the a.m. or p.m. student recess. If requested by Administration, and a teacher voluntarily gives up his/her prep time or lunch time for recess duty, he/she will be compensated at \$18/hour.

Additionally, all full-time elementary teachers shall have a minimum of one hour per week used for teacher prep time. This time will be outside lunch or break times and may be split into two 30-minute periods, upon approval of administration after consultation of the teaching staff.

The Y4/DK full-time teaching position will have a daily one-half hour prep time and 30-minute lunch time. In addition, one half day Friday will be designated as Y4/DK "prep time".

It is the responsibility of the elementary resource room teachers and the Title I teachers to consult with the Administration in order to establish a schedule which includes the equivalent of the above.

- G. Any complaint by any individual directed toward a teacher will be promptly called to the attention of the teacher at the discretion of the Superintendent. No evaluation, reprimand, or complaint will be placed in a teacher's personnel file unless the teacher is given a copy.
- H. Teachers shall be expected to exercise reasonable care with respect to the safety of students and property, but shall not be individually liable, except in the case of negligence or neglect of duty.
- I. Every junior and senior high school teacher shall have a conference period each day.
- J. Under no conditions will a teacher be required to drive a school bus as part of his regular assignment.
- K. The Superintendent of Schools shall determine what conferences will be attended and recommend the personnel. Teachers attending authorized conferences out of the district, or within the district when their presence is required after 6:00 p.m. or on weekends, of an in-service nature will be reimbursed for expense incurred attending such conferences as follows:

1. Travel expense at the rate of 30 cents per mile at the discretion of the Superintendent.
  2. Meals not to exceed \$25.00 per day.
  3. Lodging not to exceed \$75.00 per day.
  4. An itemized statement of expenditures must be presented in order to receive payment.
  5. Teachers shall suffer no loss of pay attending authorized conferences.
  6. Teachers required by the North Central Area School District to attend professional development days outside of the school calendar with approval of the Superintendent, shall be paid at the rate of \$60.00 per day or \$30 for three (3) hours. Unless the bargaining unit member receives a stipend from an outside source.
- L. When practicable, the Board will endeavor to maintain the ratio of pupil to classroom teachers within the district not to exceed 25 to 1 in grades K to 1, not to exceed 30 to 1, in grades 2 through 12, with the exception of physical education classes, and the Board agrees to provide for Association involvement in any proposed increases in above ratios.
- If the pupil-teacher ratio exceeds 25 to 1 in grades kindergarten and first, the Board will provide at least 3 hours of aide time in each such classroom that is over the 25 recommended limit. A part of this time may be student assistance. However, at least one hour of adult time must be included.
- M. All teachers shall have a minimum of 30-minute duty free lunch period, to be scheduled by the Administration to correlate with the school needs, and to be scheduled between the hours of 11:00 - 1:00 p.m. with the following exceptions; on days of inclement weather or in case of emergency situations, teachers may be requested to perform duties during part of their scheduled lunch period.
- N. School Improvement Team (SIT). In the event that any provision(s) of a SIT or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.
1. The conditions which follow shall govern employee participation in any and all plans, programs or projects included in the term "SIT":
    - a. Participation by the employee is voluntary.
    - b. Non-participation shall not be used as a criterion for evaluation, discipline or discharge.

- c. "SIT" committees shall not deal with any matter that the board and/or Association object to being considered by the committee. The parties have to date identified that "SIT" committees shall not address any of the following matters: wages, fringe benefits, contract grievance(s).

O. Quality of Work Life (QWL).

- 1. QWL is the process by which the teachers at the work site jointly make decisions affecting their working conditions. Decisions made by QWL shall not violate the Master Agreement.
- 2. Participation on a QWL committee is voluntary. Non-participation shall not be a part of the teacher's evaluation, or otherwise be used to discipline the teacher.

P. In the event that a child with an ongoing, or chronic communicable disease is allowed, by policy or law, to attend school, all teachers having contact with the student shall be notified in advance of the child's placement and/or return to school, to the extent such notification is permitted under law. The District shall provide in-service training in hygienic practices and management to teachers coming into contact with students having such communicable diseases, if required by such teachers.

While the parties acknowledge the policy of Least Restrictive Environment is legally mandated, they also recognize the extent to which any individual handicapped student should participate in regular education programs and services must be appropriate to that student's unique needs determined by an individual IEPC on an individual basis.

- 1. Any teacher who will be providing instructional or other services to a handicapped student in a regular education classroom setting shall be invited to participate in the IEPC.
- 2. The teacher shall have available the supplementary aides, support personnel and other related services deemed necessary by the IEPC to satisfactorily achieve educating the student.
- 3. Except in life threatening circumstances, the regular classroom teacher shall not be required to perform medical, hygiene or other non-instructional procedures for students such as (but no limited to) suctioning, catheterization, diapering, or attending to any personal hygiene or medical needs of the student. Teachers will be notified of all students in their class who have medical conditions requiring special attention. Provided that: Current law will be followed on confidentiality and right to privacy.
- 4. All students should participate in state mandated testing unless otherwise deemed inappropriate by the IEPC. Assistive technology may be made available to special needs students.



5. IEP meetings will be scheduled within the regular school day with release time being provided. Teachers shall be reimbursed at the substitute rate should an IEP take place during a teacher's duty free lunch period or outside the regular school day. Every effort will be made to avoid scheduling IEPs during a teacher's prep time.
  6. Special education teachers may request release time without penalty to complete preparation for IEP meeting.
- Q. Whenever possible teachers will be given advanced notice of a new student enrolling in their class.
- R. All teachers must attend staff meetings up to twice per month as part of their required duties. Such meetings will take place during the 30-minute duty free lunch periods on meeting days.

## **ARTICLE XII**

### **HEALTH**

- A. If, in the opinion of the Administration, a teacher is experiencing difficulty in performing his/her duties, the teacher may be asked to submit to a general physical examination including a chest X-ray and blood test at the discretion of the Superintendent. Selection and payment of the physician will be made by the Board.
- B. In the event that the results of the examination are not acceptable to either party, the service of a recognized clinical hospital may be obtained for this examination. The results of the clinical examination supersede that of the original physician. Expense is to be borne by the dissatisfied party. The Board may require a teacher to submit to a physical examination at any time. Such examination to be paid for by the Board.
- C. In the case of partial disability which may incapacitate the teacher from discharging his full teaching duties, such teacher's assignment may be adapted to his ability and proportional salary adjustments made, or the teacher may be given an unpaid leave of absence in accordance with the provisions of the Michigan Teacher Tenure Act.

## **ARTICLE XIII**

### **NEGOTIATION PROCEDURES**

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the

right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, provided that both parties agree to continue to negotiate in good faith with each other regarding teacher reductions in personnel until such time as an agreement thereon is consummated.

- B. At least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, and terms and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of negotiations or bargaining representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without the ratification of the majority of the Board and of the membership of the Association.

#### **ARTICLE XIV** **PROFESSIONAL GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as a claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of the Agreement except that a claim or dispute involving the discharge or demotion of a tenure teacher shall not be subject to the grievance procedure.

Any matter involving administrative evaluative judgment as opposed to evaluative procedure shall not be subject to the grievance procedure nor shall any grievance involving evaluation entitle a probationary teacher to reinstatement or tenure or its equivalent in money.

- B. The grievant may invoke the formal grievance procedure on the form set forth in Appendix D, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him. All grievances must be filed twenty (20) days from the time when, through reasonable diligence, the violation should have been discovered.
- C. Within five (5) school days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the Association.

- D. If the grievance is not settled pursuant to paragraph C or no disposition is made within the time limits specified therein, the grievance may be transmitted to the next step within five (5) days. Within five (5) days of receipt of the grievance, the Superintendent or his designee shall meet with the Association in an attempt to resolve the grievance; the Superintendent or his designee shall indicate his disposition regarding the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) days of such meeting, the grievance shall be transmitted to the Board within five (5) days thereafter, by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting shall hold a hearing on the grievance, review such grievance in closed session, [if grievance qualifies to be heard in closed session in accordance with the "Open Meetings Act" of the State of Michigan and that the District receives a written request from the employee requesting a closed session before the hearing begins] or give such other consideration as it shall seem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association.
- F. If the Association is not satisfied with the disposition of the grievance at Level E, it may, within ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. (In addition, a termination of non-renewal of a probationary teacher or extension of the probationary period for a teacher, shall not be taken to arbitration.) If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- G. The fees and expenses of the arbitrator shall be shared equally by the parties.
- H. If the grievant shall have been found to have been improperly deprived of any professional compensation or advantage, the same shall be paid to the grievant.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board and the Association shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

- J. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for the Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.
- K. The term "days" as used herein in the grievance procedure shall mean "Work/Business" days of the school district being Monday through Friday exclusive of legal holidays or days on which the business office is closed.

**ARTICLE XV**  
**ASSOCIATION DAYS**

- A. At the beginning of every school year, the Association shall be credited with ten (10) days to be used by teachers who are officers or agents of the Association. The Association agrees to notify the Superintendent no less than twenty-four (24) hours of the date for intended use of said leave.

**ARTICLE XVI**  
**TEACHING HOURS**

- A. The regular work hours for all teachers are 10 minutes prior to and 10 minutes after the start of the school day. During this time teachers should attend to those matters which required attention, including consultations with parents when scheduled directly with the teacher, except on Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupil's day.
- B. The teaching hours will consist of the current state mandated hours.

**ARTICLE XVII**  
**PERSONAL DAYS**

- A. At the beginning of the school year, each teacher shall be credited with five (5) personal leave days. A teacher planning to use a personal leave day shall notify the appropriate principal at least three (3) days in advance (exception of this requirement may be made in an emergency).

Personal leave days may be taken to extend vacations or holidays if the Superintendent approves it in writing. Such approval will, of course, be governed by the availability of

substitutes. Personal leave days may not be used to participate, assist, aide, or abet in the picketing of any school district.

Personal leave days may be accumulated to a total of seven (7) days. As an option to its use or pay off, personal leave days over the accumulation of seven (7) days may be transferred to the teacher's sick leave balance.

### **ARTICLE XVIII** **QUALIFICATIONS AND ASSIGNMENTS**

- A. The Board shall endeavor to hire only teachers for regular full-time teaching positions who have Bachelor Degrees from accredited Colleges or Universities and who have Provisional, Continuing, or Permanent Certificates. If the Association has a question over the assignment of a teacher who does not have a Bachelor Degree or who does not have a Provisional, Continuing, or Permanent Certificate the Association may request, in writing, a meeting with the Superintendent to discuss the assignment.
- B. Teaching assignments shall be made, at the discretion of the Administration, within the areas of teacher competence, teaching certificates, or their major or minor field of study, except temporarily and for good cause. Teachers who are affected by a change of subject assignment in the secondary schools will be notified and consulted by their Principal as soon as practicable after the change is known to the Administration and the Board consultation with the Association shall precede such change.
- C. The Board agrees that should it become necessary for a teacher to be assigned outside the limits of his teaching certificate, or major or minor fields of study, such teacher shall be kept fully informed of his status with regard to certification. In case of a necessary reduction in personnel, the teacher so assigned outside his major or minor field of study shall retain the same seniority as if he had been teaching in his major or minor field.
- D. In the event a teacher with a secondary certificate is transferred to an elementary school, the Board will provide in-service education in child growth and development and the teaching of reading and modern math at no expense to the teacher.
- E. Returning teachers will be informed of the coming year's assignments by May 1st of the current school year. If change in assignment is necessitated beyond that date, the principal will make a reasonable effort to notify and consult with the teacher. In no event will changes in the teacher's assignments be made later than the end of August preceding the commencement of the school year, unless an emergency situation exists and the Association is notified.

### **ARTICLE XIX** **PROFESSIONAL BEHAVIOR**

- A. Teachers shall comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being. All rules, regulations and directions that the teachers are expected to comply with, that are adopted by the Board or its representatives shall be provided each teacher in written form.
- B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the code of ethics of the education profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher, and in appropriate cases, may institute proceedings against the offending teacher.

**ARTICLE XX**  
**VACANCIES, PROMOTIONS AND TRANSFERS**

- A. A "vacancy" shall refer to a position or office that is unoccupied because of retirement, death, termination of service, transfer, promotion, demotion, exchange of positions or any other reason which leaves the position or office vacant.
- B. A "transfer" shall refer to any move or change of position within the school system whether horizontal or vertical in either direction.
- C. A "promotion" is an upward change in position which results in additional compensation for additional duties or responsibilities performed during the regular working day. Promotions are not meant to include the taking on of additional duties of connection with extra curricular or extra duty activities.
- D. The promotional positions are: Assistant Principal, Elementary Principal, Coordinator, Department Head, Department Chairman, Athletic Director.
- E. Whenever a vacancy or new position occurs which is defined in Section "A" above, the Superintendent shall promptly notify the Association and post notice of same on bulletin boards in each school building for no less than one week before the position is filled. In the event that a position must be filled as soon as possible, a shorter time period must be agreed upon by the President or designee of the local (NCEA.)

Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be followed:

1. Teachers with specific interests in possible vacancies will notify the Superintendent of their interest, in writing, during the last regular week of school and shall include a summer address.
2. Should a vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by the Superintendent and notified, of the vacancy.
3. The teachers so notified shall have the responsibility of contacting the Superintendent indicating their interest in said position within three days of receiving such notification.

The Board will endeavor to fill vacancies from within its own teaching staff when possible. Vacancies shall be filled on the basis of the experience, competence and qualifications of the applicant's length of service in the district, and other relevant factors.

- F. By May 1st of each year, teachers may request transfers, as defined in Section "B" above to a different class, building, or position for the ensuing school year commencing the following September. All requests for transfer must be made in writing on forms furnished by the Board, one copy of which shall be filed with the Association. The applications shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.

If all parties, the teacher, the principal of the school (or supervisor) to which a teacher wishes a transfer and the office are in favor of such transfer, then the transfer shall take place. If all parties as mentioned above are not in agreement, then the Superintendent of Schools decision shall be final.

- G. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teaching performance, the parties hereby agree that unrequested transfers of teachers are to be minimized and avoided wherever possible.

The Superintendent or his designee shall notify in writing the affected teacher of the reasons for an involuntary transfer. In the event where an involuntary transfer is necessary, consideration shall be given to the following:

1. Qualifications of the affected teacher;
2. Qualifications required for the assignment,
3. Needs of the receiving school,
4. Probationary status;

5. Length of service in the District,
6. Welfare of the teacher.

In above considerations are not listed in any order of importance.

- H. In case of an involuntary transfer, the teacher being so moved shall retain all seniority of his previous position.
- I. Any teacher who shall be transferred to a supervisory or executive position and shall later be transferred to a teacher status shall be entitled to all rights he would have had, under this Agreement, if he had taught in the district during the time he served in the position. However, no transfer from a supervisory position shall cause the replacement of any teacher at the time of transfer, "with the exception that if a teacher who accepts a supervisory/executive positions and prefers to return to a teaching position after one year, he/she will be guaranteed to position based on his/her seniority level not including the year of experience at the supervisor/executive position. (The present administrators are excluded from this clause)."
- J. Whenever a vacancy occurs which is a promotion as defined in Sections "C" and "D" above, the superintendent shall promptly notify the Association and post notice of same on bulletin boards in each school building for no less than one week before the position is filled.

Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be followed:

1. Teachers with specific interests in possible vacancies will notify the Superintendent of their interest, in writing, during the last regular week of school and shall include a summer address.
  2. Should a vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by the Superintendent and notified of the vacancy.
  3. The teachers so notified shall have the responsibility of contacting the Superintendent indicating their interest in said position within three days of receiving such notification.
- K. If requested, unsuccessful applicants may be given reasons for not attaining the position.

**ARTICLE XXI**  
**ACADEMIC FREEDOM**



- A. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

**ARTICLE XXII**  
**DISCIPLINE**

- A. Teachers shall be responsible for creating and maintaining conditions conducive to learning and discipline. Since the teacher's authority and effectiveness in his classroom are undermined when the students discover that there is insufficient administrative backing and support of the teachers the Board recognizes that the Administration will give all reasonable support and assistance to the teachers with respect to maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil required the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, or whenever it appears that the presence of a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student as outlined in Section D, the Administration will take reasonable steps to relieve the teacher of responsibilities with respect to such pupils.
- B. It is recognized that discipline problems are less likely to occur in classes that are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is, necessary to protect himself, a fellow teacher or an administrator from attack or to prevent injury to another student.
- C. Any case of assault by a student upon a teacher while on duty shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise an assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement or judicial authorities; provided that the Board in its sole discretion determines that the teacher has acted within the scope of Board policy for professional behavior.
- D. In the event a teacher excludes a student from his class for disciplinary purposes, the teacher must furnish the Principal full particulars of the incident in writing and may be requested to meet with the Principal to review the background and proper steps to be taken. Failure to follow these procedures could lead to disciplinary action against the teacher.

- E. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted. A procedure for disciplinary action and suspension of a student from school will be established by the Board, copies of which will be provided each teacher.
- F. The employer recognizes the need to have reasonable rules established for student conduct. At the beginning of each school year, the district will publish to all students and staff of the district a student handbook which contains disciplinary rules and consequences for the school year. Any change in the rules during the school year shall be made by the administration with input from the teaching staff and similarly published to students, parents and staff before said rules shall become effective.

Additionally, administration will make reasonable efforts to communicate with staff regarding individual student discipline when reasonable and prudent. Students enrolling after the beginning of the year will be provided a copy of the rules by the administration on or before the student's first day of attendance.

- G. Teachers will use such reasonable physical force as may be necessary to:
  - 1. Protect himself, herself, pupils or other from physical injury.
  - 2. Obtain possession of a weapon or other dangerous object upon or within the control of a pupil.
  - 3. Protect property from physical damage.
- H. Teacher shall not use or threaten to use, corporal punishment. Corporal punishment consists of all three of the following characteristics:
  - 1. The student is caused physical pain by a reasonable person's standard, and
  - 2. The teacher intentionally administered the pain, and
  - 3. The activity was intended by the teacher as a penalty or punishment for the pupil's offense.
- I. No teacher shall be disciplined, reprimanded, reduced in compensation nor be deprived of any professional advantage without just cause. Any discipline, reprimand, or reduction in compensation, which is not covered by the Michigan State Tenure Act shall be subject to the grievance procedure set forth herein. It is understood that the Board's decision to discharge or demote a probationary teacher is not arbitrable. All information forming the basis for disciplinary action will be made available to the teacher and the Association.
- J. A teacher shall have the right to have a union representative present any time when he/she is being disciplined. If an Association representative is requested, no action shall

be taken with respect to disciplinary action until such representative of the Association is present, and notification for the disciplinary action is given. No longer than two (2) school days may lapse before such action is taken.

- K. Disciplinary action shall be defined as any warning, reprimand, suspension, take off without pay, or discharge.
- L. The time lost by a teacher in connection with any disciplinary action as described in Sections A through B hereof shall not be charged against the teacher.
- M. The Board shall be expected to exercise reasonable care with respect to the safety of teachers and their personal property, but shall not be liable, except in the case of negligence or neglect of duty.
- N. In the event that a teacher excludes a student from his class for disciplinary purposes as indicated in paragraph D above, the principal shall provide the teacher with full particulars in writing about the steps taken to correct the problem before the student is readmitted to class.
- O. Teachers shall not be responsible for any discipline at school activities beyond that displayed by the Administration and the Board.

### **ARTICLE XXIII** **MISCELLANEOUS**

- A. All teachers hereafter employed by the Board for extra duty capacities shall be employed without tenure in accordance with the provisions of the Michigan Tenure Act (Act 4 of the Public Acts of 1937, Extra Session), as amended from time to time.
- B. The non-tenure status of all extra duties of teachers for which extra compensation paid shall be stipulated in all salary notices furnished to such teachers.
- C. This Agreement shall supersede any rules regulations or practices of the Board which shall be contrary or inconsistent with its terms. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid, but all other provisions or applications shall continue in full force and effect.
- D. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties.

- E. Copies of this Agreement shall be printed at the joint expense of the Board and the Association. The board shall furnish all material and the Association shall furnish all labor for typing and duplicating this agreement. Copies of this Agreement shall be presented to each teacher now and hereafter employed, to the Administration, and to the Board.
- F. The Board shall provide, to the Local Association President, a list of the teachers by October 1st, listing their names, in order by most years of service in the school district to the least and stating areas of certification and degree (credits).
- G. The Association and the Board jointly recognize that alcoholism and drug addiction are illnesses and shall be treated as such. The Board agrees that any bargaining unit member with alcoholism or drug addiction who requests diagnosis or treatment will not jeopardize his/her job rights or job security and that such problems will be handled in a confidential manner, unless otherwise required by law. The employee must participate in an approved program and will be allowed to utilize this procedure one (1) time only.
- H. Each year a calendar committee will be convened prior to May 1<sup>st</sup>.

The Committee will consist of:

- Three (3) representatives of Teacher's Union
- One (1) representative of Support Staff Union
- Two (2) principals
- The Superintendent
- One (1) Board Member

The committee will develop a calendar(s) that will extend the same length as the contract of the North Central Education Association. Such a calendar(s) are subject to the Board of Education approval.

- I. A teacher's attendance and/or participation in at least two events each school year, in PTA meetings, open houses, concerts, plays, athletic events, graduation events, and similar school activities is encouraged as a professional.

A total of two local passes will be provided to the teacher attending such event.

#### **ARTICLE XXIV** **REDUCTION OF STAFF CLAUSE**

In the event the Board must reduce the number of certified staff in its employ due to the lack of available operational funds or due to a reduction in student enrollment, the Board shall be empowered to dismiss any number of teachers necessary. In dismissing teachers, the Board agrees that it will release substitute teachers and probationary teachers first provided there are tenure teachers available and professionally qualified to replace the substitute and probationary teachers being dismissed.

In the event it becomes necessary to reduce professional staff beyond substitute teachers and probationary teachers, professional qualifications and seniority within the school system shall be the basis for said reduction provided that a tenure teacher higher in seniority can successfully fulfill the assignment of the tenure teacher being released. In recalling tenure teachers whose services have been terminated because of a necessary reduction in staff, the basis for reappointment shall be seniority within the school system in the position for which the teacher is certified and qualified. Laid off teachers who wish to return to the district shall inform the administration in writing annually by June 1. Failure to do so shall indicate that the teacher is no longer interested in filling a vacancy on the staff.

The Board shall give written notice of recall from layoff by sending a certified letter to the affected teacher at his last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall or other notice to the teacher. If a teacher fails to report to work within ten (10) days from date of receipt of the recall, unless an extension is granted in writing by the Board, said teacher shall be considered as a voluntary quit and shall thereby terminate his individual employment contract and any other equipment relationship with the Board.

It is further agreed that any layoff pursuant to this Article shall automatically suspend for the duration of the lay-off, the Board's obligation to pay salary or fringe benefits for any laid off teacher's individual or supplemental employment contract or under this collective bargaining agreement and the recalled teacher shall be returned to the salary schedule at the same position he was at the time of lay-off.

In conjunction with Article XXIII, Paragraph D, which provides that the individual contract executed between each teacher and the Board is subject to the terms and conditions of this Agreement, it is intended that this contract and the individual contract is expressly conditioned upon the Article.

Except in the event of an emergency, all teachers to be laid off shall be given at least thirty (30) days written notice. The official action of the Board at a public meeting shall constitute written notice. The Board will make its best effort to notify the affected teacher(s) immediately of such Board Action.

"During a period of impending lay-offs the employer shall grant all requests for voluntary lay-offs; providing there is a teacher certified and qualified for said position. Teachers who indicate their willingness to accept lay-off, as a more senior member of the Bargaining Unit and are subsequently laid off, may reclaim their teaching position once his or her stated period of lay-off expires. (Seniority does not accrue during lay-off)."

Any teacher who is laid off through the summer months will defer collection of his/her employment compensation until the beginning of the following school year, provided Michigan Law allows this deferment.

In the event such teacher(s) is/are called back to work for the following school year, such teacher(s) shall waive and forfeit collections of such unemployment compensation benefits.

**ARTICLE XXV**  
**DURATION**

This agreement shall be effective as of July 1, **2011** and shall continue in effect until June 30, **2012**. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

DATE: \_\_\_\_\_

North Central Board of Education

By: \_\_\_\_\_  
It's President

And: \_\_\_\_\_  
It's Secretary

DATE: \_\_\_\_\_

\_\_\_\_\_  
Upper Peninsula Education Association

\_\_\_\_\_  
North Central Education Association

\_\_\_\_\_  
Michigan Education Association

**APPENDIX A  
NORTH CENTRAL AREA SCHOOLS  
Salary Schedule for 2011-2012**

**0% increase**

<b>STEP</b>	<b>INDEX</b>	<b>BA</b>	<b>BA + 18</b>	<b>MA</b>	<b>MA + 15</b>
<b>0</b>	1.00	\$29,798	\$30,989	\$32,181	\$33,372
<b>1</b>	1.04	\$30,989	\$32,230	\$33,466	\$34,707
<b>2</b>	1.08	\$32,181	\$33,466	\$34,755	\$36,043
<b>3</b>	1.12	\$33,372	\$34,707	\$36,043	\$37,377
<b>4</b>	1.16	\$34,564	\$35,947	\$37,329	\$38,711
<b>5</b>	1.20	\$35,755	\$37,185	\$38,616	\$40,047
<b>6</b>	1.24	\$36,949	\$38,426	\$39,903	\$41,383
<b>7</b>	1.28	\$38,141	\$39,665	\$41,192	\$42,717
<b>8</b>	1.32	\$39,330	\$40,906	\$42,478	\$44,051
<b>9</b>	1.36	\$40,524	\$42,146	\$43,763	\$45,386
<b>10</b>	1.40	\$41,714	\$43,384	\$45,052	\$46,723
<b>11</b>	1.44	\$42,908	\$44,623	\$46,339	\$48,056
<b>12</b>	1.48	\$44,100	\$45,862	\$47,627	\$49,392
<b>13</b>	1.52	\$45,291	\$47,102	\$48,914	\$50,725
<b>14</b>	1.56	\$46,481	\$48,342	\$50,202	\$52,059
<b>15</b>	1.60	\$47,676	\$49,584	\$51,488	\$53,396

Longevity will be paid for steps 16-25 at a rate of \$250 a step.



**NORTH CENTRAL EDUCATION ASSOCIATION  
2011-2012  
Pay Scale Step/Actual Step**

This list represents placement on the 2011-2012 salary schedule.

<b>Name</b>	<b>Degree</b>	<b>Pay Scale</b>	<b>Actual Step</b>
		<b>2011-12</b>	<b>2011-12</b>
Dagenais, Sandra	BA18	11	12
Ekberg, Cheryl	BA18	14	15
Frederiken, Victoria	MA	15	16
Garvaglia, Jessica	BA	0	1
Gay-Johnson, Linda	BA18	13	14
Hammar, Michael	BA18	10	11
Hammar, Tracy	BA18	10	11
Hanson, Marie	BS18	15	17
Howerton, Tom	BA18	15	17
Krieg, Deanna	MA+15	12	13
LaBonte, Larry	BA18	15	16
Lorenzoni, Jon	BA18	10	11
Martin, Sherry	BA18	15	16
Mattson, Melanie	BA+18	3	4
Parment, Penney	MA+15	10	11
Piatti, Randall	MA	15	18
Porath, Denise	BA18	15	17
Root, Jerry	MA	15	19
Sanville, Sheila	MA	3	3
Snyder, Victoria	MA	11	12
Stein, Matthew	MA+15	8	9
Swanson, Tyler	BA	0	0
Tapio, Bruce	MA	8	9
Tucker, Elizabeth	BA18	15	17
Veaser, Barbara	BA18	15	18
Veaser, Jessica	MA	0	1

**APPENDIX B**  
**NORTH CENTRAL AREA SCHOOLS**  
**EXTRA-CURRICULAR COMPENSATION SCHEDULE**

**Base: 29,798 School Year: 2011-2012**

ADVISORS	NONE	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
SENIOR CLASS ADVISOR \$1147.00 (3.85)	-	-	-	-	-	-
JUNIOR CLASS ADVISOR \$1147.00 (3.85)	-	-	-	-	-	-
MEAP COORDINATOR \$1147.00 (3.85)	-	-	-	-	-	-
TEST ACCOM COORDINATOR \$1147.00 (3.85)	-	-	-	-	-	-
ANNUAL ADVISOR	1415.00 (4.75)	1544.00 (5.18)	1675.00 (5.62)	1803.00 (6.05)	1931.00 (6.48)	2059.00 (6.91)
FCCLA/BOEC/NHS ADVISOR	644.00 (2.16)	709.00 (2.38)	772.00 (2.59)	837.00 (2.81)	900.00 (3.02)	965.00 (3.24)
H.S. BOWL/PLAY/FORENSIC ADVISOR	516.00 (1.73)	581.00 (1.95)	644.00 (2.16)	709.00 (2.38)	772.00 (2.59)	837.00 (2.81)
J.H. QUIZ BOWL	140.00 (0.47)	164.00 (0.55)	194.00 (0.65)	223.00 (0.75)	253.00 (0.85)	298.00 (1.00)
STAND	277.00 (0.93)	405.00 (1.36)	471.00 (1.58)	533.00 (1.79)	599.00 (2.01)	662.00 (2.22)
STUDENT COUNCIL/ SADD ADVISOR	516.00 (1.73)	644.00 (2.16)	709.00 (2.38)	772.00 (2.59)	837.00 (2.81)	900.00 (3.02)
CHORAL DIRECTOR	900.00 (3.02)	1031.00 (3.46)	1159.00 (3.89)	1287.00 (4.32)	1415.00 (4.75)	1544.00 (5.18)
BAND DIRECTOR EXTRA ACTIVITY	1847.00 (6.20)	1973.00 (6.62)	2101.00 (7.05)	2223.00 (7.46)	2354.00 (7.90)	2467.00 (8.28)
K-3 CHRISTMAS PROGRAM \$343.00 (1.15)	-	-	-	-	-	-
MENTOR TEACHER \$229.00 (0.77)	-	-	-	-	-	-
<b>KEY CLUB ADVISOR</b>						

**ATHLETIC PROGRAM – COACHES & SUPERVISORS**

FOOTBALL – VARSITY	3606.00 (12.10)	3734.00 (12.53)	3862.00 (12.96)	3990.00 (13.39)	4121.00 (13.83)	4249.00 (14.26)
FOOTBALL – ASSISTANT VARSITY	1675.00 (5.62)	1803.00 (6.05)	1931.00 (6.48)	2059.00 (6.91)	2187.00 (7.34)	2318.00 (7.78)
FOOTBALL - JUN. VARSITY TRACK & FIELD H.S.	1931.00 (6.48)	2059.00 (6.91)	2187.00 (7.34)	2318.00 (7.78)	2446.00 (8.21)	2575.00 (8.64)
FOOTBALL – ASSIST. J.V. CROSS COUNTRY H.S.	1353.00 (4.54)	1481.00 (4.97)	1609.00 (5.40)	1740.00 (5.84)	1868.00 (6.27)	1996.00 (6.70)
BASKETBALL – VARSITY	3695.00 (12.40)	3829.00 (12.85)	3963.00 (13.30)	4097.00 (13.75)	4216.00 (14.15)	4351.00 (14.60)
BASKETBALL - J.V.	1847.00 (6.20)	1973.00 (6.62)	2101.00 (7.05)	2223.00 (7.46)	2354.00 (7.90)	2467.00 (8.28)
TRACK & FIELD ASSISTANT						

BOYS & GIRLS VAR. COACH \$572.00 (1.92) Min. 45 students	-	-	-	-	-	-
BASKETBALL – FRESHMAN	1243.00 (4.17)	1517.00 (5.09)	1645.00 (5.52)	1767.00 (5.93)	1898.00 (6.37)	2011.00 (6.75)
BASKETBALL – 8 <sup>TH</sup> GRADE	962.00 (3.23)	1073.00 (3.60)	1180.00 (3.96)	1263.00 (4.24)	1380.00 (4.63)	1490.00 (5.00)
BASKETBALL – 7 <sup>TH</sup> GRADE	709.00 (2.38)	772.00 (2.59)	837.00 (2.81)	900.00 (3.02)	965.00 (3.24)	1031.00 (3.46)
TRACK & FIELD - J.H.	516.00 (1.73)	581.00 (1.95)	644.00 (2.16)	709.00 (2.38)	772.00 (2.59)	831.00 (2.79)
VOLLEYBALL – VARSITY	2956.00 (9.92)	3090.00 (10.37)	3224.00 (10.82)	3358.00 (11.27)	3477.00 (11.67)	3612.00 (12.12)
VOLLEYBALL – J.V.	1478.00 (4.96)	1603.00 (5.38)	1731.00 (5.81)	1853.00 (6.22)	1985.00 (6.66)	2098.00 (7.04)
CHEERLEADER – H.S. ADVISOR	1392.00 (4.67)	1454.00 (4.88)	1520.00 (5.10)	1585.00 (5.32)	1651.00 (5.54)	1713.00 (5.75)
CHEERLEADER – J.H. ADVISOR	766.00 (2.57)	828.00 (2.78)	894.00 (3.00)	959.00 (3.22)	1025.00 (3.44)	1088.00 (3.65)
GOLF H.S.	709.00 (2.38)	772.00 (2.59)	837.00 (2.81)	900.00 (3.02)	965.00 (3.24)	1031.00 (3.46)

GAME SITE SUPERVISOR (J.V. FOOTBALL) ..... \$37.30  
 GAME SITE SUPERVISOR (VARSITY FOOTBALL)... \$43.60  
 GAME SITE SUPERVISOR (J.V./VAR. BASKETBALL)\$43.60  
 GAME SITE SUPERVISOR (JR. HIGH BASKETBALL) \$32.30

.....

NOTE: The salary figures include pre-season summer pay and Christmas Vacation Practice pay. (X.xx)= % of the B.S. base salary at zero step of \$29,798 .3% of base salary.

\$29,798 added for each year of experience within the district beyond the 5<sup>th</sup> step (\$89.00) per year. The board has the right to limit to not more than two overlapping extra-curricular positions to one staff member during a school year.

Only one track coach if either team is less than fifteen (15) members.

**APPENDIX C**  
**OTHER BENEFITS**

1. **YEARS OF TEACHING EXPERIENCE**

- (a) Teaching experience may be granted to degree teachers in transferring from another school, providing they had that number of years of experience in other schools.

A non-degree teacher who obtains a degree will be given the base salary for a degree teacher, plus up ten years of experience on the salary schedule, providing they have had that number of years of teaching experience.

- (b) "A person who is certifiable under Michigan Certification Codes may be given up to 5 years of experience on the salary schedule for work experiences in professional and/or technical skill jobs related to the teaching position providing that they have had those experiences." However, no teacher will receive more than ten years on the salary schedule for previous experiences in teaching and related work.
- (c) For teachers in vocational programs requiring vocational certification, one step on the salary schedule added to those who qualify for it.
- (d) Present teachers who did not receive their full number of years of experience when hired will be grandfathered in at the ten years, beginning in 88-89.

2. **INSURANCE BENEFITS**

**From 7/1/11 to 6/30/12**

**Plan A**

**CHOICES II with a \$200/400  
Deductible, \$5.00 Office Visit  
\$10/20 Rx card**  
Delta Dental - 80/80/80; \$2,000  
Negotiated Life - \$15,000 AD&D  
Vision – VSP-3+

**Plan B**

Delta Dental - 80/80/80;2,000  
Vision – VSP-3+  
Negotiated Life - \$20,000 AD&D

**Employee will pay 10% toward their health insurance premium.** In the event of employment of a husband and wife, only one MESSA PAK Plan A benefit will be provided, and there shall be no "doubling" of insurance coverage. The benefits provided herein are the basic benefits under MESSA PAK Plan A or B, and do not include optional programs thereunder, except as specifically hereinafter provided.

For teachers who elect to take Plan B, money will be made available to use for insurance options or tax-sheltered annuities or a combination of both items. From July 1, 2003 through the duration of this agreement the amount of money will be based upon the number of employees participating in this benefit –

\$225 per month if ten (10) or more employees.

\$200 per month if eight (8) to nine (9) employees.

\$185 per month if less than eight (8) employees.

It shall be the responsibility of each and every teacher to complete and submit necessary application forms for insurance programs to the Administrative Officer in charge. These forms shall be the responsibility of the teacher for both the health and dental programs, and any other benefit programs provided in the district.

Health insurance premiums hereunder will be paid from September through August of each year, for the payment for the following month.

3. **RETIREMENT PROVISION**

The Board of Education agrees to pay retirement contributions for all employees covered by this Agreement on a noncontributory basis, commencing with the effective date of this Agreement, and to continue during the term hereof, as authorized and provided by Act 244, R.A. 1974; said payments to be made by the Board of Education or as otherwise provided by law.

4. **EXTRA-CURRICULAR EVENT PAY**

The Board of Education agrees to pay \$20.00 for each extra-curricular activity worked at by a teacher, except for those activities for which the advisors or director is already paid.

5. **UNUSED PERSONAL BUSINESS LEAVE PAY**

Current daily pay rate for substitute teachers will be paid to the teacher for each unused personal business leave day at the end of the school year. (The teacher may elect to accumulate up to a maximum of five (5) days for use in 2005-06; accumulate up to a maximum of six (6) days for use in 2006-07; and accumulate up to a maximum of seven (7) days for use in 2007-08).

6. **ACCUMULATIVE SICK LEAVE**

Teachers who accumulate sick leave days over 110 days will be paid for days over the maximum of 110 at the end of each school year at a current daily rate for substitute teachers. A year-to-year sick leave payoff option at the current daily pay rate for substitute teachers per day for the unused sick leave from that year is available beginning in 89-90. A teacher must have a minimum of 20 days of previous sick leave accumulation

before being eligible for this provision. Payment for this option to be made on or before June 30th of the current year.

7. **TUITION REIMBURSEMENT**

The Board of Education will reimburse teachers for tuition paid for additional courses taken beyond the 18 semester hours needed for their continuing certification provided that the course or courses are in areas which will benefit them in their present teaching assignment, as determined by the Board of Education, and provided that sufficient financial resources for professional development are available to the Board of Education, and will be approved on a first-come first-served basis by the Board.

8. **EARLY RETIREMENT INCENTIVE**

The retirement incentive will be paid out according to the following schedule:

July 1	25% of total
October 1	25% of total
January 1	25% of total
April 1	25% of total

At the end of the year which marks thirty (30) years of service - \$16,000.00

At the end of any year which marks (25-29) years of service - \$13,000.00

At the end of any year which marks (20-24) years of service - \$10,000.00

UP TO FIVE (5) PURCHASED YEARS OF SERVICE MAY BE COUNTED TOWARD THE TOTAL YEARS OF SERVICE.

Incentives will be paid out on the quarterly system as illustrated above.

Notification of early retirement and a written resignation must be filed with the Superintendent's Office prior to January 15th of each year for retirement effective June 30 of that year. Any member planning to retire at midyear must give notification as stated above before November 1st.

Said bargaining unit member must have ten (10) years of service with North Central Area School.

In the event of the death of a bargaining unit member who meets the eligibility requirements stated above and has already requested to participate--in this plan, the full amount will be paid to his or her designated beneficiary according to MPSE's application. In the event that the bargaining unit member dies before receiving the full incentive then any balance not yet paid shall be paid to his or her beneficiary as stated above.

A bargaining unit member who meet the eligibility requirements stated above, and has already requested to participate in this plan, but who is stricken by a catastrophic, life threatening illness, will upon request, receive special consideration for continuation in this Early Retirement Incentive Program.

This incentive will be extended if a teacher has completed thirty (30) years of service, and they are too young to be eligible for MPERS retirement, they will then be allowed to collect the incentive at the end of the year in which they become eligible for full retirement. Teachers that retire on any year from 20-29 need not be eligible for full retirement to receive this incentive.



















**Appendix E  
GRIEVANCE REPORT FORM**

Grievance # _____ School District _____  <p align="center"><b>GRIEVANCE REPORT</b></p> Submit to Principal in Duplicate	<u>Distribution of Form</u> 1. Superintendent 2. Principal/Supervisor 3. Association 4. Teacher/Member
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<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
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**STEP I**

A. Date of Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. Relief Sought \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Disposition by Principal \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
Signature of Principal/Supervisor Date

D. Position of Grievant and/or Association \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
Signature Date

**STEP II**

A. Date Received by Superintendent or Designee \_\_\_\_\_

If additional space is needed in reporting Sections B1 & 2 of Step I, attach an additional sheet.

B. Disposition of Superintendent or Designee \_\_\_\_\_



\_\_\_\_\_  
\_\_\_\_\_

Signature Date

C. Position of Grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_

Signature Date

**STEP III**

A. Date Received by Board of Education or Designee \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature Date

C. Position of Grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_

Signature Date

**STEP IV**

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition & Award of Arbitrator \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature Date

NOTE: All provisions of Article \_\_\_ of the Agreement  
Dated \_\_\_\_\_, \_\_\_\_\_ WILL BE STRICTLY OBSERVED IN THE  
SETTLEMENT OF THE GRIEVANCES.