

AN AGREEMENT BETWEEN
THE NEWAYGO EDUCATION ASSOCIATION
AND
THE NEWAYGO PUBLIC SCHOOLS BOARD OF EDUCATION

2009-2010

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PROFESSIONAL EDUCATION AGREEMENT BETWEEN
BOARD OF EDUCATION OF NEWAYGO PUBLIC SCHOOLS AND
NEWAYGO EDUCATION ASSOCIATION

This agreement entered into this 1st day of July, 2009, by and between the Board of Education of the Newaygo Public Schools of Newaygo, Michigan, hereinafter called the "Board" and the Newaygo Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Newaygo is their mutual aim and that the character of such education depends basically upon the quality and morale of the teaching service, and

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

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

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to become policy.

IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, it is hereby agreed as follows:

ARTICLE 1
RECOGNITION

- A. The Board recognizes the Association as the exclusive bargaining representative as defined in Sec. II of Act 379 Public Acts of 1965. Excluded are all administrative, supervisory and executive personnel. The term "teacher", when used hereinafter in the agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement.

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.

- C. In accordance with the terms of this Article, each bargaining unit member within thirty (30) days of employment shall, as a condition of employment, join the Association or pay a service fee to the Association.
 - 1. Association Members - Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
 - 2. Service Fee Payers - Bargaining unit members not joining the Association shall pay a service fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies set forth in this policy shall be exclusive and, unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.
 - 3. Non-Payment of Dues or Service Fee - If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.

Should such involuntary payroll deduction become legally disallowed, the employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty, (30), days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this article is just cause for discharge from employment.

4. Payroll Deduction - Upon written authorization by a bargaining unit member or pursuant to paragraph 3 above, the employer will deduct the appropriate amount of the dues or service fee from the bargaining unit member's wages. The deductions will be made in 20 equal amounts from the paychecks of the bargaining unit member beginning with the first pay in September and continuing for twenty consecutive pay periods following receipt of the written authorization from the bargaining unit member or the Association. Moneys so deducted will be transmitted to the Association, or its designee, no later than twenty, (20), days following each deduction.
5. Save Harmless Clause - In the event of legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - a. The employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and,
 - b. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.
 - c. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

The Association agrees that in any action so defended, it will hold the employer harmless from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's compliance with this Article.

- D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations, and the U.S. Constitution as well as the Constitution of the State of Michigan. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE 2

TEACHER RIGHTS

- A. 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 lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement.
- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this agreement.
- C. The Association and its members shall have the right to use school building facilities, providing it does not interfere with normal school functions, at all reasonable hours for meetings, with permission of the building principal. Bulletin boards in faculty rooms and other established media of communication shall be made available to the Association and its members for information and announcements.
- D. The Board agrees to furnish to the Association in response to written request, all available public information concerning the financial resources of the district, tentative budgetary requirements and allocations and such public information which may be necessary to assist the Association to bargain collectively with the school with respect to wages, hours and other terms and conditions of employment.
- E. Each teacher shall have the right to review the contents of his personnel file at the convenience and under the supervision of the administration, with the exception of confidential information such as letters of recommendation obtained at the time of hiring. The teachers' personnel files shall be confidential and treated as such.
- F. A teacher shall be notified in writing whenever the Board and/or its administrative agents receive a request under the Michigan Freedom of

Information Act, MCL 15.231 *et seq.*, for disclosure of documents concerning that teacher. The Association shall be advised of the receipt of the request within two (2) working days of the teacher being notified, unless the teacher notified the Superintendent that he/she does not want the Association so advised. In the event that the Board and/or its administrative agents disclose any documents, a copy of said documents shall also be furnished to the teacher so that the teacher is aware of the documents disclosed. The Association shall also be furnished a copy of the documents disclosed unless the teacher notifies the Superintendent that he/she does not want the Association to be furnished copies.

- G. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation of the Association is present, the administration will have, the same rights, if they so request.
- H. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any contractual advantage, right, obligation, or practice without just cause. Any such discipline, reprimand or reduction in rank, compensation, or contractual advantage, right, obligation, or practice, including adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure hereinafter set forth.

ARTICLE 3

BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, of their dismissal or demotions; and to promote, and transfer all such employees;

3. To establish grades and courses of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect to administrative and non-teaching activities and the terms and conditions of employment. The school calendars will be negotiated for the duration of the contract.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States. The foregoing is also subject to Act 379 in the specific provisions of the agreement.

ARTICLE 4

BOARD'S RESPONSIBILITIES

- A. Copies of the finalized agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- B. Loss to teachers' property due to vandalism during the regular school day or while attending required school functions will be paid by the Board unless covered by personal insurance or school insurance, or due to gross negligence by the teacher as determined jointly by the Board and the Association.
- C. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment and audiovisual equipment, computers, art supplies, current periodicals, standard tests and questionnaires, and similar materials are tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and means and methods of instruction and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the

schools reasonably and properly equipped and maintained to the best of their ability.

- D. Only adult secretarial help may handle teachers' private records.

ARTICLE 5

PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this agreement are set forth in Article 21 of this agreement. Such salaries shall remain in effect during the term of this agreement unless revised by mutual agreement.
- B. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.
- C. The maximum of two days will be allowed per year for teachers to attend educational meetings in their field. Registration fee, travel, lodging and meals will be an expense of the Board when prior arrangements have been made through the superintendent's office. Arrangements for all meetings as well as a substitute shall be made in advance.
- D. Association days - At the beginning of every school year, the Association shall be credited with eight (8) days to be used by teachers who are officers or agents of the Association. The Association shall bear the cost of a substitute teacher for the last four (4) days taken. The Association agrees to notify the administration no less than forty-eight (48) hours in advance of the taking of any Association day.
- E. Teachers traveling between buildings as part of their teaching responsibilities during the school day shall be reimbursed at the U.S. Internal Revenue Service authorized rate.
- F.
 - 1. Any teacher working less than full time shall receive benefits on a pro rata basis.
 - 2. Any teacher who teaches half (½) time or more, shall receive full credit on the salary schedule.

ARTICLE 6

TEACHING HOURS

- A. The length of the teacher workday shall be seven (7) hours and fifteen (15) minutes that includes a minimum of a thirty (30) minute duty-free uninterrupted lunch period. There shall be a minimum of five (5) minutes before and five (5) minutes after the student instructional day for teacher preparation. Teachers are expected to be prepared to begin instruction on schedule and to supervise students during their dismissal from the buildings. On Fridays and days proceeding holidays or vacations, teachers may leave as soon as classrooms and halls are clear of students.
- B. Teachers who find it necessary to leave school during the school day, other than during their duty-free lunch, shall receive permission from their building principal.
- C. A playground supervisor will be provided for all recess periods, relieving the teacher of this duty. Elementary teachers will meet their students at building entrances after recesses and supervise them as they return to their classrooms.
- D. Attendance at necessary building meetings which are held after the regular school day shall be subject to the following stipulations:
 - 1. Necessary regular building staff meetings may be called by the principal. Notification of such meetings shall be given at least two (2) days in advance unless there are unusual circumstances. An agenda for each meeting shall be given at least one (1) day in advance. Such meetings shall not last more than one (1) hour nor be held more than (10) times per year.
 - 2. Additionally, there will be six (6) one hour meetings held after school for the purpose of professional development. An agenda must be kept, and the meeting must be relevant to the teacher's instructional day. (for example: NCA, MLPP, Curriculum, Best Practices, etc.)

ARTICLE 7

TEACHING LOADS AND ASSIGNMENTS

“Assignment” shall refer to the grade level(s) taught by an elementary teacher and/or subject areas taught by a secondary teacher.

- A. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily or for good cause, outside the scope of their teaching certificates or their major or minor field of study.
- B. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by their principals as soon as practicable and prior to July 1. In making such changes, consideration will be given to the desire and wishes of the teacher, but the Board reserves the right to make the final decision. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.
- C. All teachers in grades 6-8 shall receive a minimum of a daily fifty (50) minute preparation work period. All teachers in grades 9-12 shall receive a minimum of a daily seventy-three (73) minute preparation work period. Teachers with laboratory courses should have access to the laboratory for preparation during such work period. A conference or preparation period, recess, etc., shall be used (beyond a normal break period of 10-15 minutes) for lesson planning, conferences with students, consultations with parents and other similar endeavors which will improve education in the Newaygo Public Schools.
- D. If the administration schedules a teacher (with the consent of the teacher) to teach an extra class K-8, said teacher shall be compensated at the rate of 15 percent (15%) of his/her annual salary adjusted for the period of time said class was taught during the school year. Should a teacher in grades 9-12 be asked to teach an extra class under these circumstances, said teacher shall be compensated at the rate of twenty-two and half percent (22.5%), (7.5% per trimester), of his/her annual salary adjusted for the period of time said class was taught during the school year.
- E. All teachers in grades 1-5 shall receive a minimum of a daily fifty (50) consecutive minutes for classroom preparation provided instruction and/or supervision of students in special subject areas/activities, including but not limited to art, physical education, etc., is available. If, for some reason, these subjects/activities cannot be provided, the issue of grade 1-5 classroom teacher preparation time will be revisited by meetings between the NEA and the Board of Education to seek alternative options.

All day Kindergarten classroom teachers will receive a minimum of a daily fifty (50) consecutive minutes for classroom preparation provided instruction and/or supervision of students in special subject areas/activities, including but not limited to art, physical education, etc., is available. If, for some reason, these subjects/activities cannot be provided, the issue of full day kindergarten

teachers' classroom preparation time will be revisited by meetings between the NEA and the Board of Education to seek alternative options.

Half day Kindergarten classroom teachers will receive a minimum of two twenty five, (25), consecutive minutes for classroom preparation daily, provided instruction and/or supervision of students in special subject areas/activities, including but not limited to art, physical education, etc., is available. If, for some reason, these subjects/activities cannot be provided, the issue of half day kindergarten teachers' classroom preparation time will be revisited by meetings between the NEA and the Board of Education to seek alternative options.

ARTICLE 8

VACANCIES AND PROMOTIONS

A "vacancy" shall be defined as a position that is included within this agreement, anticipated to be without an incumbent for at least one full school year and, when filled will result in:

1. an individual who is laid off returning to the employ of the school district,
2. the employ of a teacher, who had not been in the continuous employment of the school district, in a bargaining unit position, or,
3. a teacher employed as a bargaining unit member being placed and/or assigned to that position per paragraphs B & C below with another vacancy occurring.

Positions that are without an incumbent for less than one full school year, (i.e. openings due to short term or extended illness for less than a full school year, child care leave, etc.), shall not be considered vacancies.

A "transfer" shall refer to a teacher being re-assigned from one K-12 building to another.

- A. An involuntary transfer will be made only in case of an emergency or to prevent undue disruption of the instructional program and shall be made only for cause. Should cause for an involuntary transfer occur, then the least senior teacher who is certified shall be transferred. A "transfer within

Community Education/Alternative Education program shall refer to a teacher being re-assigned from one Community Education/Alternative Education program to another. There shall be no involuntary transfers between Community Education/Alternative Education and K-12 teaching positions.

- B. Whenever any vacancy in a teaching position occurs prior to August 1 or at any time with an extra activity, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No such vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy has been posted for at least five (5) working days.

Should the posting of such a vacancy occur while school is not in session, notice shall be sent to each teacher who has indicated an interest in that specific position on a "Change of Position Form" on file in the Superintendent's Office.

Whenever any vacancy in a teaching position occurs between August 1 and the first day of instruction, the Board shall only have a two (2) working day obligation to publicize the vacancy. The President of the Association, four association building representatives, and any teacher who has a "Change of Position Form" on file in the superintendent's office for the specific position vacant will be notified of the vacancy by certified mail on the date the position is dated and publicized within the school buildings. (N.B. - A "Change of Position Form" will not be considered as a formal application for any published vacancy.)

No teacher may have more than three "Change of Position" forms on file in the superintendent's office at any one time. "Change of Position" forms will be considered valid for only two calendar years after being submitted and placed on file in the superintendent's office.

Whenever any vacancy in a teaching position occurs after the first day of student instruction but before the end of that school year, the Board shall have a five (5) working day obligation to publicize the vacancy. If a teacher covered by the provisions of this agreement is awarded such a vacancy, the Board will have the option to either:

- a. immediately reassign the teacher to the vacant position, or,
- b. make the assignment of the vacant position to the teacher effective at the beginning of the subsequent school year.

(If the Board chooses to make the assignment of the teacher to the vacancy at the beginning of the subsequent school year, then the Board

may fill the vacancy for the remainder of the school year with a temporary appointment.)

C. Any certified teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants including but not limited to:

1. teaching ability
2. student rapport
3. discipline
4. all written evaluations and memos of which the teacher receives a copy
5. other basic criteria which lead to successful teaching
6. meet all State and Federal guidelines for certification

A teacher with less seniority shall not be awarded the vacancy unless his credentials are substantially superior. All teachers applying for such vacancies shall receive written documentation as to specific reasons why he/she did or did not receive the vacancy. There will be no obligation to award a teacher an extra duty vacancy if the teacher lacks a basic knowledge, understanding, and/or interest of that extra duty.

D. Teachers desiring a change in position should apply in writing to the superintendent's office.

ARTICLE 9

TEACHING CONDITIONS

The parties recognize that optimum school facilities for both student and teacher are desirable to ensure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective education program, the parties agree that class size shall meet the following standards:

1. Elementary class size
 - a. The suggested maximum K-5 class size shall be twenty-five (25) students per class. When the standard is exceeded by two (2) students, a half time aide per day will be provided, if requested. When the suggested maximum is exceeded by four (4) students, one (1) full-time aide will be provided, if requested. The aide will be provided within five (5) days from the time the teacher makes the request to the principal.

- b. Language development rooms shall not exceed twenty (20) students.
2. Secondary class size
- When the average class size in grades 6-12 exceeds twenty-eight (28) students per teacher, a full-time aide shall be provided. The aide will be provided within five (5) days from the time the teacher makes the request to the principal.
- B. Libraries shall be open for student use during all student attendance days of the school year.
 - C. Secondary class size - To the extent possible, students shall be equitably distributed among the various classes to which a secondary teacher is assigned.
Elementary class size - To the extent possible, students will be distributed equally among the various classes at each grade level.
 - D. Special education classes shall not exceed the rules and regulations established by the Special Education Code and the State Department of Education.
 - E. In addition, no class size shall exceed the number of students that can be accommodated by the facility.

ARTICLE 10

LAYOFF AND RECALL

- A. No teacher shall be laid off during the school year unless there is a reduction that is more than the norm in the number of total students enrolled in the District or there is a reduction that is more than the norm in the operating revenues of the District. Teachers subject to layoff for the subsequent school year shall be notified of such layoff in writing by June 15. Teachers subject to layoff during the school year shall be notified thirty (30) working days prior to the effective date of layoff.
 - 1. In the event that it becomes necessary to reduce the number of teachers through layoff from employment by the Board, teachers with the most seniority in the District shall be retained provided they are certified and qualified for a remaining position.
 - 2. When layoffs occur, a copy of each layoff notice shall be sent immediately to the Association president.
 - 3. Exempt from layoff shall be the president, five (5) building representatives and the grievance chairperson, provided each is certified for a remaining position. (This would include one representative from Community Education/Alternative Education.)

B. Layoff Procedure

1. Probationary teachers shall be laid off first on the basis of seniority. A probationary teacher shall not be laid off unless there is a tenured teacher who is certified and qualified to perform duties of the position the probationary teacher is vacating, or unless the position that the probationary teacher is vacating is being eliminated.
2. If further reduction of teaching personnel is still necessary, then tenured teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Those with the least seniority are to be laid off first.
3. A tenured teacher who is laid off pursuant to this Article has the right to move into a position for which he/she is certified and qualified to fill and which is occupied by a teacher with less seniority. For the purpose of this Article, “qualified” shall be defined in the following manner:
 - a. For placement in a preK - 6 grade level elementary position, a tenured teacher is qualified if he/she has elementary certification.
 - b. For placement in secondary teaching position (7-12), a tenured teacher is qualified if he/she has a major or minor from an accredited university or college in the subject where the teacher is attempting to be assigned, has grades 7-8 all subjects certification or would replace the least senior teacher teaching in a position that does not require specific certification (i.e. academic support, etc.)

C. Seniority

1. Seniority is defined as length of unbroken service within the bargaining unit and shall be computed from the bargaining unit member’s first day of contractual obligation, (i.e., the first contracted day that teacher must attend.) Prior to the layoff of any teachers, the seniority list shall be updated. Any teachers who share the same first day of contractual obligation, certification, and qualifications relating to majors or minors or having taught in a subject area in the last three years which would affect their eligibility to move into remaining positions shall have their position on the seniority list determined by the date and, if need be, the actual time on that date, when the Superintendent notified the member of receiving the position.

K-12 bargaining unit members shall accrue seniority in K-12 positions only. Likewise, Community Education/Alternative Education bargaining unit members shall accrue seniority in Community Education/Alternative Education positions only.

2. Time spent on voluntary leaves shall not be construed as a break in continuous service, however, seniority shall not continue to accrue.

3. A seniority list shall be published and posted conspicuously in all buildings of the District by October 15 of each school year. The list will include: name, seniority date, tenured/probationary status, and certification status. Revision and updates of the seniority list and subsequent revisions and updates shall be forwarded to the Association president.
4. All seniority is lost when employment is severed by resignation, retirement, or discharge for cause or employment by the district as a non-bargaining unit member for more than two (2) years. However, seniority is retained for three (3) years if severance of employment is due to layoff.

Any laid off teacher is responsible for keeping the Board informed of his/her current address during the layoff period.

5. Members may transfer to a non-bargaining unit position with the school District and retain the seniority that they accrued while members of the bargaining unit if they return to a bargaining unit position in two years or less.
6. No person other than a member of the bargaining unit shall possess, retain, or accrue seniority within the bargaining unit.

D. Recall

1. Teachers shall be recalled to employment by registered mail, return receipt requested, in order of most senior tenured teachers first and then probationary teachers in order of seniority for positions for which they are certified and qualified. A teacher shall be maintained on the recall list for three (3) full school years. A laid off teacher who has become recertified in an alternate subject field or grade level has the right to be placed in a teaching position for which he/she is certified and qualified and which is occupied by a teacher with less seniority, providing the following criteria are met:
 - a. Such positions shall be filled only at the opening of the school year and not during the school year.
 - b. Notification by the teacher who has become recertified in an alternative field or grade level and wishes to replace a less senior teacher shall be received in writing in the Superintendent's office by May 15. Said notification shall also

include verification of the applicant's completion date of credits by a college or university counselor or official.

ARTICLE 11

TEACHING CONDITIONS AND RESPONSIBILITIES

The parties recognize that the availability of the optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board.

It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

- A. Under no condition shall a teacher be required to drive a school bus as part of his regular assignment.
- B. Telephone facilities shall be made available. Long distance calls, not work related, shall be the responsibility of the individual teacher.
- C. Teachers shall have a minimum of a half day at the close of the first and second trimester to work on records. Neither the superintendent, principals, nor supervisors will schedule committee, curriculum, or IEP meetings on this half day.
Teachers shall have a minimum of two half days at the close of the third trimester to work on records.
- D. When teachers are unavailable for work they shall be responsible for requesting a substitute through the automated Newaygo County Substitute system. This should be done as soon as they know a substitute is needed for their absence. In case of emergencies the teacher should contact the building principal/secretary to notify him/her that a sub will be needed for that day. Teachers are expected back to work the next work day unless they call in again.
- E. Chaperon Pay - Any teacher who provides service as a chaperon for a school related function after school hours shall be compensated financially. The function, the chaperon number and chaperon personnel are to be determined by the building principal.
- F. Teachers shall be responsible for maintaining valid certification and shall have on file in the school office a transcript of credits.

- G. All meetings to be held or use of buildings (after regular school hours) in our school system must be with the knowledge and consent of the building principal.
- H. Field trips or other deviation of regular class schedule shall be prearranged with the principal seventy-two (72) hours in advance.
- I. Any money making projects must be approved by the building principal. An approval form should be filled out.
- J. The teacher must submit a written request to the building principal and obtain approval prior to allowing a resource speaker in his classroom.
- K. Lesson Plans
 - 1. All teachers shall have in their room a plan book containing general plans for one (1) week in advance. That week's plans shall be completed prior to the opening of school Monday morning.
 - 2. General plans shall consist of page numbers, goals and a brief description of material or activity to be covered.
 - 3. In a teacher's absence, alternate plans may be used at that teacher's discretion.
 - 4. Copies of lesson plans are due in the principal's office Monday morning.

ARTICLE 12

LEAVE PAY

- A. Each full-time teacher in the Newaygo School system is allowed five (5) days emergency leave with pay in case of death in the immediate family (wife, husband, child, mother, father, sister, brother, corresponding in-laws, grandparent or one who has stood in that relationship). The first five (5) days of emergency leave each school year will not count against accumulated sick leave. Subsequent leave under this Article within the same school year will be deducted from accumulated sick leave.
A maximum of three (3) days (non-accumulative) per year shall be allowed for attendance at the funeral services of any person whose relationship to the teacher will warrant such attendance.
- B. Each teacher is allowed thirteen (13) days sick leave per year. The unused portion of the sick leave is to accumulate to 160 days. Any determination of misuse of sick leave by a teacher shall be made jointly by the Board and the

Association. Dental and doctor emergencies, serious illness of immediate family (as defined in Section A), housing emergencies and non-emergency illness to a member's dependent shall be charged to sick leave. New teachers may not draw on sick leave until at least five (5) days have been worked on their contract.

- C. Emergency sick leave for the part-time teacher shall be prorated according to the length of their employment.
- D. Borderline cases in reference to section A, B, and C will be left to the discretion of the superintendent.
- E. Each teacher shall be allowed two (2) personal days per year non-accumulative to be used within the following restrictions. Teachers shall notify their immediate supervisor, except in cases of emergency, one day in advance of using a personal day
 - no use of personal day publicly within Newaygo County, except for formal programs,
 - no use of personal day to extend a vacation or holiday,
 - if a teacher were approved for a personal day and the day of instruction is canceled due to an "Act of God", the teacher is not charged for the personal day,
 - no more than four (4) teachers may use a personal day concurrently without the approval of the superintendent, and,
 - personal days must be used in full or half day increments.
 - during the months of May and June, or any in-service day, a personal day shall be used for the transaction of business which cannot be attended to on weekends, outside normal school hours, or during vacation periods. Such days shall include but not be limited to doctor's appointments, personal legal affairs, real estate transactions, child's program, graduations and weddings of immediate family (as defined in paragraph A).
 - unused personal days will be rolled into accumulated sick days. (not to exceed 160)

ARTICLE 13

LEAVES OF ABSENCE

- A. Any teacher whose illness extends beyond the period compensated under Article 12 shall be granted a leave of absence without pay for such time as is

necessary for complete recovery from such illness. The teacher will be assigned to the same or a substantially equivalent position upon return from the leave. The teacher must have a doctor's statement to verify the need for the leave and to verify that the teacher has been released to return to work. Return from leave shall coincide as closely as possible to the beginning of a new marking period. If the leave encompasses three-quarters of a school year, the teacher shall not return to work until the beginning of the next school year.

- B. Military leaves of absence shall be granted in accordance with applicable federal and state law.
Teachers on military leave shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.

- C. Any other leave of absence shall be charged against pay.

- D. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

1. Approved visitation at other schools or for attending educational conferences or conventions in related teaching fields.
2. Time necessary to take the selective service physical examination.
3. Absence when a teacher is called for jury service, and the Board shall pay the difference in pay. (Same to apply whenever a teacher is subpoenaed to attend any proceeding.)

- E. Family Medical Leave Act
[Child Care Leave]

Eligible teachers are able to take an aggregate of twelve (12) unpaid work weeks of leave during a twelve (12) month period upon written application and approval: (1) for the birth of the employee's child; (2) to care for the newborn child; (3) for placement with the employee of a child for adoption or foster care. This leave shall be available to all teachers, male and female. The leave shall not exceed the remainder of the current semester when the leave begins plus one (1) additional semester, if desired. The teacher has the right to at least twelve weeks leave under the FMLA.

The teacher shall, if possible, notify the superintendent in writing at least thirty (30) days prior to the expected leave date so that arrangements can be made for a replacement. The notification for leave shall, as nearly as possible, indicate the beginning and ending dates for the leave.

When the teacher returns from a child care leave, the District will place the teacher in his or her original position or a substantially equivalent position if the teacher returns from the leave within the twelve week FMLA period. After twelve weeks of leave, the District will return the teacher to his or her position unless the position does not exist in which case the teacher will be placed in the position for which the teacher is qualified and certified.

When the teacher establishes a beginning date for the leave through medical certification, that date cannot thereafter be changed unless through new medical certification or in cases of emergency which will be determined on an individual basis by the District. The teacher will be expected to return from the child care leave on the date set for return in the medical certification.

Child care leave shall begin when one of the following events occurs:

1. Where the child care leave is taken so a teacher may give birth, the leave will begin when the teacher provides medical certification that the teacher is no longer able to perform her essential job duties;
2. Where a teacher is taking child care leave because his spouse is pregnant, the leave will begin as specified in medical certification indicating the delivery date or the actual birth date if earlier;
3. Where the child care leave is for adoption or foster care, the leave will begin on the date when the teacher takes custody of the child or as required through medical or other certification.

Medical certification for childcare leave will be provided on the forms attached to this agreement as Exhibit _____.

A teacher who takes child care leave will have the following options for using sick days:

- I. Unpaid leave beginning on the date the child care leave begins;
- II. A teacher may use accumulated sick days beginning on the date the child care leave begins. If sick days are exhausted, the rest of the leave is to be unpaid.
- III. The teacher may use any portion of his or her accumulated sick days beginning on the date the child care leave begins. After the designated portion of sick days are used, the rest of the leave will be unpaid.

During the first twelve weeks of any child care leave which also qualifies as family medical leave under The Family Medical Leave Act, the teacher's healthcare benefits will be continued.

The District and Association will abide by all other requirements under The Family Medical Leave Act to the extent not changed through the aforementioned policy.

ARTICLE 14

TEACHER EVALUATION

- A. All monitoring or observation of the work of a teacher shall be conducted in person and with the full knowledge of the teacher. Evaluations shall be conducted by the teacher's immediate supervisor, principal or superintendent.
- B. Teacher evaluation shall be by formal observation. Each observation shall be for not less than one period or for the duration of a particular class activity.
- C. No observation shall unduly interfere with the teaching- learning process. One observation shall be preceded by not less than forty-eight (48) hours notice for tenured teachers. Probationary teachers will be notified forty-eight (48) hours prior to their first observation.
- D. Each teacher, upon his employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria on which he will be evaluated. The criteria shall be limited to the following areas:
 - 1. Knowledge of subject matter
 - 2. Techniques of instruction
 - 3. Classroom management
 - 4. Relationships with pupils, parents, and professional colleagues
 - 5. Compliance with school rules and regulations

The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic and social environment and that teachers alone cannot be held accountable for all aspects of the academic achievement of the pupil in the classroom. Test results of academic progress of students shall not be used in any way as evaluative of the quality of a teacher's service or fitness for retention.

- E. Teaching assignments outside the teacher's area of certification shall not be evaluated.

- F. All evaluations shall be reduced to writing and a copy given to the teacher within ten days of the observation. If the teacher disagrees with the evaluation, he may submit a written response which shall be attached to the file copy of the evaluation in question. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of the assistance to be given by the administration.
- G. Following each formal evaluation, which shall include a conference with the evaluator; the teacher shall sign and be given a copy of the evaluation report prepared by his evaluator. In no case shall the teacher's signature be construed to mean that he necessarily agrees with the contents of the evaluation. A teacher may submit a self-evaluation and/or submit additional comments to the written evaluation if he so desires. All written evaluations are to be placed in the teacher's personnel file.
- H. Tenured teachers will be formally evaluated at a minimum of once every three (3) school years. A tenured teacher may request to be evaluated more frequently or the administration may choose to evaluate a teacher more frequently, especially when a teacher has been assigned to a new grade level, building or subject area.

Any self-evaluations or peer evaluations done by teachers will be voluntary and for the express purpose of clarifying personal goals related to professional growth. Such evaluations, discussions and comments, written or oral with an administrator, shall not be placed in personnel files which are accessible to the public.

- I. Probationary teachers shall be given a written evaluation at least twice a year, at least sixty (60) days between evaluations, the second evaluation to be completed at least sixty (60) days before the end of the school year. Informal conferences will be held in the first nine (9) weeks of school, and further, such conferences will be repeated as necessary.
The intent is to incorporate the new school code language into our current language without increasing or decreasing the current protection of non-tenured staff beyond what is required by law.
- J. No later than April 15th of each probationary year, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing year, will be furnished by the administration to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. The report shall not contain any information not previously made known to and discussed with the probationary teacher. In the event a

teacher is not continued in employment, the Board will advise the teacher of the specific reasons therefore in writing with a copy to the Association.

- K. Each teacher's evaluation shall include at the conclusion of the report, the statement:

"Considering all factors, the work performance of this teacher is Satisfactory, Unsatisfactory. (Check one)"

ARTICLE 15

PROTECTION OF TEACHERS

- A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administration backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the 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 be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupils, providing the administration and Board agree that the child has the above problems.
- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative.
- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all reasonable assistance to the teacher in his defense.
- D. A reasonable amount of time lost by a teacher in connection with any incident mentioned in this article shall not be charged at fault against the teacher unless the teacher is finally adjudged guilty in connection therewith by a court of competent jurisdiction.
- E. Any formal complaints by a parent or a student directed toward a teacher shall be promptly called to the teacher's attention.
- F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

ARTICLE 16

NEGOTIATION PROCEDURES

It is contemplated that matters not specifically covered by this agreement but of common concern to the parties (including but not limited to negotiated MESSA benefits should MESSA become unable to provide such benefits) shall be subject to professional negotiations between them from time to time during the period of the agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

ARTICLE 17

GRIEVANCE PROCEDURE

- A. The Association, believing there has been an alleged violation of the provisions of this agreement, may file a grievance with the building principal or with the superintendent when a particular grievance arises in more than one building. A grievance must be initiated within twenty (20) work days of the knowledge of the alleged violation of contract.
- B. Within five (5) working days of the receipt of the grievance the building principal shall meet with the Association (affected teachers may or may not be present at such meeting) in an effort to resolve the grievance.
- C. If the grievance is not resolved by the principal and Association, the Association then may, within five (5) working days after said meeting, file the grievance with the superintendent. He shall have ten (10) days from receipt to approve or disapprove it and report, in writing, to the Association reasons why the grievance is approved or disapproved. A meeting of the superintendent and the Association may be held if desired by either party.
- D. If the grievance is not solved by Step 3 (C) the Association shall have five (5) days to submit said grievance to the secretary of the Board, indicating in writing why they (Association) think further action is necessary.
- E. Within fifteen (15) working days from receipt of grievance, the Board shall pass on the grievance. The Board may hold a hearing thereon, may designate one (1) or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance.

- F. If the decision of the Board is not satisfactory to the Association, they shall have fifteen (15) working days to submit the grievance to arbitration before an impartial arbitrator. He shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. The parties shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to the other.

There will be no arbitration of any grievance related to an extra duty position regarding hiring, evaluation, reprimand, and/or termination. 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 costs of any arbitration under this article shall be borne equally by the Association and the Board.
- H. For administrative convenience, the Board may cause complaints which may be the subject of grievances under this article first to be presented to a department head, assistant principal or other school employee, for informal processing in an effort to reduce the number of formal grievances handled under the grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request and exhaustion of such informal procedures shall be urged as a condition precedent to invoking the grievance procedure; nor shall the participation of department heads, assistant principals or other employees in such informal procedures be deemed to be a supervisory or executive function.

ARTICLE 18

SCHOOL IMPROVEMENT COMMITTEE

- A. The District shall establish and maintain a District School Improvement Committee which shall meet on a regularly scheduled basis. It will establish three to five year goals for the District that are reflective of its Mission. It will serve as a clearing house for reports from subcommittees and Building School Improvement Committees. It will make recommendations to the Board of Education regarding the acceptance or rejection of educational proposals. Subcommittees shall be established as needed. Membership on the District School Improvement Committee and subcommittees will be voluntary. An attempt will be made to have representative members from all stakeholders in the District.

- B. Each building shall establish and maintain a Building School Improvement Committee. Membership on Building School Improvement Committees will be voluntary. An attempt will be made to have representative members from all stakeholders in the building. Building School Improvement Committees will be responsible for making site based decisions which are directed to them by the administration.
- C. Matters concerning school improvement relating to Community Education/Alternative Education shall be discussed during regular staff meetings.

ARTICLE 19

CONTINUITY OF OPERATIONS

- A. 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 have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this agreement. The Association accordingly agrees that it will not, during the period of this agreement, directly engage in a strike, slowdown or work stoppage against the Newaygo Public Schools.
- B. Regarding the State School Aid Act's requirement to make up "Act of God" days or any other day(s) when the district cannot complete a scheduled day of instruction because of conditions not within the control of school administrators, (except any days of student instruction lost due to any labor dispute):
 - 1. Teachers would be paid for such day(s) as they presently are.
 - 2. The provisions of the calendar of the current teacher contract would be continued, except that 180 days of student instruction would be scheduled. The following days would be scheduled for student instruction as noted with the intent that they serve as "alternate days" to be completed in the place of such days that need to be made up to be within the thirty (30) hours that are forgiven by the State.

These alternate days will be:

- I. Inservice Day - ½ Day of Instruction
- II. Mid-winter Break Day - ½ Day of Instruction

III. Last Teacher Work Day - as one of the contractually obligated two half days of instruction at the end of the second semester.

The following would be the factors that would determine whether or not a scheduled alternate day of instruction was completed:

- a. If there has not been sufficient "Act of God" days and/or other scheduled days of instruction canceled, (due to conditions beyond the control of school officials), that would require rescheduled days of instruction at the end of the school year, [hereafter in points 2b-2e referred to as "such days"], prior to the in-service day and/or mid-winter break day: then no less than seven calendar days prior to the in-service day and/or mid-winter break day, the scheduled alternate day of student instruction will be canceled.

In either or both cases, teachers would be provided with and will work a full in-service day and/or have no responsibility to report to work on the mid-winter break day.

- b. If there has been sufficient such days prior to the in-service day: then the scheduled half day of instruction will be completed.
 - c. If there has been sufficient such days prior to the mid-winter break day: then the scheduled half day of instruction will be completed.
 - d. If there has been insufficient such days prior to the in-service day but sufficient such days prior to the mid-winter break day: then the scheduled half day of instruction on the mid-winter break day will be completed.
 - e. If there is no need to complete the final scheduled alternate day of instruction to allow the school district to qualify for the full gross membership allowance state aid for which it is qualified: then that day will not be completed as a half day of student instruction, but rather will be rescheduled as a half day of record keeping for teachers, (as per the 1994-95 or 1995-96 teacher contract calendar).
3. If it is necessary to reschedule days of student instruction beyond the original 177 scheduled days to allow the school district to achieve the minimum number of hours of instruction necessary for the school district to receive the full state aid membership allowance for which it is

qualified then these days will be rescheduled in the days(s) and/or (weeks) immediately after the scheduled end of the school year.

4. If the parties to this agreement mutually establish a school year calendar per the provisions of Article 21 that would have an error in the intended number of days of scheduled student instruction, (i.e. 177 days), and the error is apparent before the end of the school year, then it is agreed that the error will be corrected.

If such an error does not become apparent until after the end of the school year and cannot be corrected, then such an error will not be the basis to either increase or reduce teacher salary by per diem equal to the number of days of scheduled student instruction more or less than the intended 177 days.

5. If during the course of a school year there are no "Act of God" days or any other such days when the district cannot complete a scheduled day of instruction because of conditions not within the control of school administrators and teachers complete each of the 177 scheduled days of instruction, then teachers will receive no additional compensation beyond what is appropriate for their placement on the salary schedule in Article 21 for that particular school year.

6. If, due to an "Act of God" or any other condition not within the control of school administrators, school is not held in the morning and teachers are then called into work in the afternoon and due to student attendance being so that the scheduled day of instruction cannot be included for the purposes of state aid reimbursement to the school district, then the following will occur:

- teachers will be paid in full for such a day,
- the alternate days of instruction, as stipulated in #2, can be used in the place of such days,
- if such days, in concert with days of student instruction which qualify for state aid total in excess of 177, then teachers will be paid a full per diem for each such day in excess of 177.

7. If an attempt is made to initiate a scheduled day of student instruction and due to an "Act of God" or any other condition not within the control of school administrators, student attendance is so that the scheduled day of instruction cannot be included for the purposes of state aid reimbursement to the school district, then the following will occur:

- teachers will be paid in full for such a day and the day will be treated as an "Act of God" day as per stipulated in #2a-2e and #9 of this clause as long as students and teachers are dismissed no

later than 11:00 A.M. or such other time as mutually agreed to by the association president and superintendent.

8. There would be no attempt to reschedule any "Act of God" and/or any other day(s) of scheduled student instruction that was not completed due to conditions beyond the control of school officials that would not be necessary to allow the school district to achieve the minimum number of days of instruction necessary for the school district to receive the full state aid membership allowance for which it is qualified.
9. Teachers will provide, if assigned, no less than the minimum number of days of student instruction for the school district to receive the full state school aid membership allowance for which it is qualified. A Michigan State Department of Education increase in the required number of days and hours of student instruction necessary that would require an amendment to the current calendar will be cause for negotiations between the parties of this agreement relative to any additional compensation to teachers.

It is agreed that the first three alternate days of instruction, (as in #2 above) or additional re-scheduled days of instruction after the scheduled end of the school year, (or combination of either equaling three or less), will result in no additional compensation to any teacher, (except for those days identified in #6).

10. The current provisions of half-days of student instruction at the end of the first and second semesters will be respected. I.e., there will be no more than the two half days of student instruction as contractually provided for at the scheduled end of the school year or, (if necessary because of additional assigned days due to "Act of God" days), the re-scheduled end of the school year.

If the final two half days of instruction are completed after the scheduled end of the school year, there will be one-half teacher work days in the afternoon after the morning instruction is completed.

11. It is further agreed that if, in the future, the State School Aid Act would be amended so that "Act of God" days would be treated as they were prior to the State School Aid Act of 1984-85, it is agreed that the language of the Master Agreement of the 1983-84 school year would supersede this section of the contract.

ARTICLE 20

MISCELLANEOUS

- A. This agreement shall supersede any rules, regulations or practices of the Board or the District School Improvement Committee or Building School Improvement Committees which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All further individual teacher contracts shall be made expressly subject to the terms of this agreement.
- B. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions or applications shall continue in force and effect.
- C. Per diem shall be defined as the teacher's annual salary, excluding any extra duty compensation, divided by 180 days, for 2009-2010.
- D. Retirement Policy
The Board shall not adopt, nor impose any policy regarding the retirement age of teachers.
- E. No Child Left Behind
1. Nothing in this section shall be construed to alter or otherwise affect the rights, remedies and procedures afforded school or school district employees under Federal, State, or local laws (including applicable regulations or court orders) or under the terms of collective bargaining agreements, memoranda of understanding, or other agreements between such employees and their employers.
 2. A teacher who is required as of the end of the 2005-2006 school year (or at any other time as set by the US or Michigan Department of Education) to be "highly qualified" (as defined by the ESEA and the Michigan Department of Education) for his/her teaching assignment under the NCLB and is not "highly qualified" for his/her teaching assignment shall be granted the first vacancy he/she applies for provided he/she is highly qualified and fully certified for the vacancy. If there is no vacancy for which the said teacher is fully qualified and fully certificated and the district determines not to continue the teacher's current assignment, said teacher shall be placed on layoff as if the teacher's position has been reduced and shall be able to exercise all rights of the contractual lay-off provision. In the event the teacher is laid off, the teacher is subject to recall to a vacancy said teacher is fully qualified and fully certificated to fill. If said teacher so chooses, he/she may elect to be granted a unpaid leave of absence until teacher becomes "highly qualified".

3. The costs of taking any tests or related expenses of a teacher becoming “highly qualified” shall be paid by the district if the district reassigned the teacher to a position he/she was not “highly qualified” to teach.

ARTICLE 21

In the event the state requirement for hours is not met, the Association will meet with the building principals to make accommodations to fulfill the required time.

- A. Teachers on half-steps shall be paid at the mid-point between the two steps in question.

2009-10
K-12 Salary Schedule
See Addendum A

LONGEVITY

At the beginning of the 15th year of cumulative service to Newaygo Public Schools as a member of the bargaining unit, the employee shall be qualified for the 15th step longevity. At the beginning of the 20th year of cumulative service to the Newaygo Public Schools as a member of the bargaining unit, the employee shall be qualified for the 20th step longevity. At the beginning of the 25th year of cumulative service to the Newaygo Public Schools as a member of the bargaining unit, the employee shall be qualified for the 25th step longevity.

Final payment of salary will be made on a lump sum basis on the last working day of the school year if school obligations are completed. Teachers may have an option of receiving their pay over the summer by furnishing their summer addresses. Those choosing this option will receive their checks every two weeks.

B. Medical Insurance

NEA will select Choices II w/\$200/\$400 deductible; with deductibles carrying over into the 2010 calendar year. In year 1 (2009-10) NEA members will pay the deductible. In years 2010-12 the Board will pay deductibles with an opener at the end of 2010-11 to review health insurance with State option if there is a plan in place. In 2010-11 the \$5 prescription reimbursement is removed.

1. Insurance – The Board shall pay the full premium for the following MESSA Pak for the teacher (teaching full-time) and the teacher’s eligible dependents:
Pak B or Pak C.

All new teachers must choose Pak B or Pak C. Pak A is not available for new hires.

Notwithstanding the length of this contract, the health insurance, vision, dental, long term disability, and negotiated life benefits are in effect through the 2009-2010 school year unless a modification is mutually agreed to by both parties.

Pak A – For Teacher Needing Health Insurance

Health – **Super Care 1** \$100/200 Deductible, \$10/20 Prescription Card with \$5 reimbursement on Rx

Wellness Rider

Long Term Disability - 66 2/3%
\$5,000 Maximum
90 Calendar Days Modified Fill
Pre-Existing Condition Waiver
Freeze on Offsets
Alcoholism/Drug –same as other illness
Mental/Nervous –same as any other illness
No COLA

Negotiated Life - \$10,000

Vision – VSP III

Dental – 100/90/90/90 w/sealants, \$1,000 per person total per contract year on all services except Orthodontics. \$4,000 per person (to age 19) total per lifetime on Orthodontic Services.

K-12 Teachers electing to stay with Super Care 1 (Pak A) for the 2007-08 school year will pay a 75% of the difference in premium between Pak A and Pak C. In school year 2008-09 and beyond, K-12 Teachers electing Pak A will pay 100% of the difference in premium between Pak A and Pak C.

Elected MESSA Choices II (Pak C) as provided by MESSA

\$10/20 Prescription Card with \$5 reimbursement on Rx

NO premium co-pay per month

Long Term Disability - 66 2/3%
\$5,000 Maximum
90 Calendar Days Modified Fill
Pre-Existing Condition Waiver
Freeze on Offsets
Alcoholism/Drug –same as other illness
Mental/Nervous –same as any other illness
No COLA

Negotiated Life - \$10,000

Vision – VSP III

Dental – 100/90/90/90 w/sealants, \$1,000 per person total per contract year on all services except Orthodontics. \$4,000 per person (to age 19) total per lifetime on Orthodontic Services.

Pak B – For Teachers Not Needing Health Insurance

Long Term Disability - 66 2/3%
\$5,000 Maximum
90 Calendar Days Modified Fill
Pre-existing Condition Waiver
Freeze on Offsets
Alcoholism/Drug – same as any other illness
Mental/Nervous – same as any other illness
No COLA

Negotiated Life - \$10,000

Vision – VSP III

Dental – 100/90/90/90 w/sealants, \$1,000 per person total per contract year on all services except Orthodontics. \$4,000 per person (to age 19) total per lifetime on Orthodontic Services.

2. Those teachers who do not need health insurance and select MESSA Pak B shall receive an additional \$550 per month for 2009-10. This amount may be taken in cash, applied to the purchase of a tax-sheltered annuity, MESSA options or applied to the purchase of retirement credits, at the employee's discretion.
3. Payroll deductions are available for any MESSA option.
4. It shall be the Board's responsibility to provide and request completion of any necessary employee benefit forms, and the responsibility of the teacher to properly complete, sign, and file any and all applications required for any employee benefit to become effective.
5. In the event a teacher has exhausted sick leave, the aforementioned fringe benefits shall continue uninterrupted throughout the period of the master contractual year in which such leave is exhausted. In the event teacher is terminated or resigns during the school year, the insurance shall be continued until the teacher has received the pro rata portion of the 12 month insurance year earned at the time of the termination or resignation. Insurance benefits for part-time teachers will be pro rata according to contractual hours worked.
6. Medical and/or Dependent Care Reimbursement Flexible Benefit Plan

The Board shall establish a Medical and/or Dependent Care Reimbursement Account (MDCR) for each bargaining unit member who selects this provision.

The purpose of this account is to allow bargaining unit members to pre-pay for certain health care expenses or child care expenses that his/her family may incur that are either partially covered or not covered at all under the health/medical insurance plan, the dental plan, or the vision plan. The member will be reimbursed for these expenses under the Flexible Benefit Plan. (This allows the member to pay for these expenses using “before tax” income rather than “after-tax income”.)

This will be accomplished by contributing benefit dollars as payroll deductions, into the MDCR account. Qualified expenses will be reimbursed, tax free, from the account upon submittal of receipts.

Each bargaining unit member may elect to contribute to this MDCR account through their benefit election form. Upon election, the District will establish a separate MDCR account in the teacher’s name and contributions will be made each pay to this account by “before tax” payroll deduction. Claims for reimbursement will be paid from the funds available in the teacher’s account. It is the member’s responsibility to submit claims to the business office by the Thursday of the week prior to a regular payday for the processing of reimbursement checks issued on the payday.

According to IRS regulations, employee contributions to the MDCR that are not used by the end of the plan year are forfeited to the District. The end of the plan year shall be the Thursday prior to the first pay period of the succeeding school year.

2009-10
Community Education/Alternative Education Salary Schedule
See Addendum B

Medical Insurance – Community Education/Alternative Education

1. The Board shall pay the full premium for
Health Insurance – Community Blue Cross/Blue Shield PPO
\$30 office co-pay reimbursed by Board
\$10/20 prescription card
Negotiated Life - \$10,000
Vision – 12/12/24
Dental – 100/80/50/no deductible for basic or major services, no orthodontic services.
2. Those Community Education/Alternative Education teachers who do not need health insurance will be paid \$150/ month. This amount may be taken in cash, applied to the purchase of a tax sheltered annuity, insurance options, or applied to the purchase of retirement credits at the employee’s discretion.

3. It shall be the Board's responsibility to provide and request completion of any necessary employee benefit forms, and the responsibility of the teacher to properly complete, sign, and file any and all applications required for any employee benefit to become effective.

4. In the event a teacher has exhausted sick leave, the aforementioned fringe benefits shall continue uninterrupted throughout the period of the Master contractual year in which such leave is exhausted. In the event the teacher is terminated or resigns during the school year, the insurance shall be continued until the teacher has received the pro rata portion of the 12 month insurance year earned at the time of termination or resignation. Insurance benefits for part-time teachers will be pro rata according to contractual hours worked.

C. EXTRA CURRICULAR ACTIVITIES SCHEDULE

In addition to the basic teaching salary as provided in the foregoing, there shall be paid the following percents of the BA/BS schedule. For each year of service in the Schedule B position, a step will be advanced to a maximum of 8 steps.

Extra-Curricular Activities Schedule B

Football - Varsity	14.50%
- Varsity Assistant	9.00%
- J.V.	9.00%
- J.V. Assistant	7.75%
- Freshman	6.50%
- Freshman Assistant	5.00%
- M.S. 7 th /8 th	4.75%
- M.S. 7 th /8 th Assistant	3.00%
Basketball - Varsity, girls or boys	14.50%
- J.V., girls or boys	9.00%
- Freshman, girls or boys	6.50%
- M.S. 7 th or 8 th girls or boys	4.75%
- M.S. 7 th or 8 th Assistant girls or boys	3.00%
Volleyball - Varsity	12.00%
- J.V.	9.00%
- Freshman	6.50%
- M.S. 7 th or 8 th	4.75%
- M.S. 7 th or 8 th Assistant	3.00%
Track - Varsity girls or boys	11.00%
- Varsity Assistant girls/boys	6.50%
- M.S. 7 th /8 th girls or boys	4.75%
- M.S. Assistant 7 th /8 th girls or boys	2.00%
Baseball - Varsity	11.00%
- J.V.	6.50%
Softball - Varsity	11.00%

- J.V.	6.50%
Soccer – Varsity girls or boys	11.00 %
-J.V. boys or girls	6.50%
Wrestling – Varsity girls/boys	11.00%
- Varsity Assistant girls/boys	6.50%
- M.S. 7 th &8 th girls/boys	4.75%
- M.S. 7 th &8 th Assistant girls/boys	3.00%
Cross Country girls/boys	9.00%
Cross Country M.S. girls/boys	4.75%
Golf Varsity girls or boys	9.00%
Tennis	6.50%
M.S. Intramural Sports Spring or Fall	2.50%
Cheerleading - Varsity each season	5.50%
- J.V. each season	3.50%
- Freshman	1.75%
- M.S.	2.50%
Varsity Dance Team 7-12	2.50%
Yearbook - H.S.	5.50%
- M.S.	2.50%
Play Director -	4.00 % (per play)
Class Advisor - Seniors or Junior	4.06%
- Sophomore or Freshman	1.00%
National Honor Society Advisor	2.50%
Student Council Advisor - H.S.	2.50%
- M.S.	2.00%
Band Director	13.50%
Vocal Director HS	2.00%
Vocal Director MS	2.00%
Quiz Bowl	3.00%
SADD	2.00%
HS Science Club	2.00%
DC/NYC Advisor	2.00%
Debate	2.00%
Forensics	2.00%
Chess	3.00%
MME Coordinator HS	2.00%
MME Special Ed. Coordinator	1.00%
H.S & M.S. Talent Show	2.00%
5th Grade Camp Advisor	3.00%
Imaginations Advisor	2.50%
Art Club Advisor	2.00%
Young Author Advisor/bldg	2.00%
ACES Coordinator/bldg	2.00%
Spelling Bee Coordinator/bldg	0.50%
Driver Education Coordinator	1.00%
Driver Education/hr	\$23.00
MS Art Club	2.00%
Teacher Mentor	\$600 fixed
Chaperon Pay/hr	\$16.00
Lunch Duty or Recess Duty/hr	\$13.00
*Schedule B positions (K-12 Only) filled by non-bargaining unit individuals will be posted every two years from the date of hire.	

D. Tuition Reimbursement

The Board will reimburse teachers for college tuition cost after reaching the B.A. or B.S. degree + 18 to the attainment of an M.A. degree at \$200.00 per credit up to a maximum of six (6) credits per year. The Board will reimburse after the attainment of the MA +15 at \$200.00 per credit up to a maximum of six (6) credits over a five year period. (First paragraph applicable to K-12 only)

The Board will reimburse all full-time Community Education/Alternative Education teachers at \$200 per credit hour up to a maximum of 6 credits/year (after reaching the BA or BS plus 18 credits) to attainment of a MA degree. The Board will reimburse after the attainment of the MA \$150 per credit hour up to a maximum of 6 credits over a 5 year period.

To be eligible for reimbursement classes must be part of an approved graduate degree program in the field of education or approved by the administration as being applicable to the teacher's teaching assignment. Reimbursement will be made upon proof of completion of the course work with a grade of "B" or better.

- E. Credit for experience outside the school system shall be determined by the Board. (Would not apply to present teaching staff)
- F. Increments and advancement under the salary schedule shall be effective the first scheduled day of teacher attendance each year, or the beginning of the second semester, following completion of required academic or professional courses, adjustments made up to September 1.
- G. Teachers will be permanently placed on the M.A.+15 schedule if the course work received after the M.A. is approved and applicable to the teacher's teaching area at the time the course work is approved and completed. Courses must be approved by the administration by conferring with the superintendent on their program to improve their teaching area.
- H. The Board will accept up to and including ten (10) credits toward the M.A.+15 scale if taken in the teacher's major or minor or applicable to their teaching area. The last five (5) of the fifteen (15) credits to be earned within the previous five (5) years.
- I. Teachers will be reimbursed at the rate of pay represented by the BA/Step 1 salary schedule per diem amount for additional school related work hours which meet the following criteria:
 - 1. authorized in advance by the Superintendent or designee
 - 2. performed outside regularly scheduled school hours
 - 3. beyond the teacher regular assignment

J. EXTRA CONTRACTUAL EMPLOYMENT (K-12 Only)

Each school year, any teacher with at least 15 years of experience, may apply for extra contractual employment in addition to the number of required work days provided by the school year calendar. Interested teachers shall apply in writing to the superintendent by March 1st of the previous school year. These contracts are subject to the following:

1. Each contract will be for \$7,500 and shall be paid upon the completion of the contract.
2. This work will be completed/performed between a time frame of 15 days before and up to 15 days after the current school year calendar.
3. This employment may consist of curriculum work, teacher mentoring, or other work that is mutually agreed to by the superintendent and teacher. This work shall not supplant or replace any school personnel currently receiving monetary compensation for any of the above listed.
4. Those applicants, in order of the number of years of service to the school district, up to a maximum of 12 teachers each school year that accept this employment, shall be offered an individual contract that sets forth the duties expected. In the event of ties of years of service to the district, straws shall be drawn as per Article 10, Paragraph C of this Agreement.
5. Teachers may use this extra contractual employment up to three (3) times during their career. Any additional use would be allowed at the discretion of the superintendent.
6. All compensation paid to the teacher as a result of this article shall be paid directly into a 403(b) account previously set up by the teacher. There shall be no cash options for this contractual payment.

K. SEVERANCE PAY (K-12 Only)

A payment of \$65 for each unused sick day, (as determined at the beginning of the subsequent school year to a maximum of 160) will be made to any teacher with no less than twenty (20) years of service to Newaygo Public Schools as a bargaining unit member, or at least fifty-five (55) years of age with no less than fifteen (15) years of service to Newaygo Public Schools as a bargaining unit member, who, in a letter of resignation, indicates that it is not their intent to work for the Newaygo Public Schools in the capacity of a full-time teacher.

This payment shall be made directly into a 403(b) account set up previously by the teacher. There shall be no cash option for this payment.

- L. The Board will provide \$10,000 for each year of the contract for stipends to provide honorariums for staff who accept otherwise unpaid assignments such as committee appointments, curriculum activities, etc. Distribution of these honorariums will be decided by a committee determined by the association's executive council.
- M. There will be four (4) days of professional development in addition to the professional development day scheduled in Article 6, Section D, 2 for the 2009-2010 school calendar.

Teachers will be compensated at their per diem rate for three of the professional development days. The one traditional day of professional development will remain a part of the 180 teachers days used to compute salary per diem and steps. Employees will not be compensated for the professional development day unless they are in attendance for the day. Those teachers who are on school business such as coaching obligations, a District paid conference, or who is out on a sick day, will receive their per diem pay.

Community Education/Alternative Education will be compensated \$150/day for 3 of the professional development days.

N. Job Sharing, Split Positions

1. Definitions:

- a. Job sharing shall refer to two (2) tenured bargaining unit members voluntarily sharing one (1) full-time position/ assignment, which involves the sharing of students.
- b. Split position shall refer to two (2) tenured bargaining unit members voluntarily sharing one (1) full-time position/assignment, which does not involve the sharing of students.

2. Purpose: Two or more tenured bargaining unit members may request to pair up for the purpose of sharing/splitting common teaching assignments. This voluntary pairing shall not occur if the pairing results in the involuntary layoff or involuntary transfer of a teacher. It shall not occur if it prevents the recall of a laid-off teacher.

3. Application: Any interested teachers may submit an application/proposal to share/split a teaching assignment for the following school year to the appropriate administrator for review. The interested teachers will then submit their proposal to the superintendent. The proposal shall indicate the teacher's desire to share/split as well as provide an explanation and outline of their proposed working arrangement. The proposal must include a detailed description of the workload and schedule including planning time distribution, and an equitable half-day schedule. The proposal must also include plans for communication with the parents, each other, and other team members. Before a final decision is made, teachers may request to meet with the appropriate administrators to discuss and clarify the proposed share/split arrangement. The proposal shall be approved or disapproved by the superintendent or his/her designee within thirty days of the application. Each approved share/split will be renewed at the request of the teachers pending or subject to administrative approval based on successful share/split evaluation.

4. Responsibilities: Responsibilities of an assignment by two (2) job shares/splits may be divided and/or allocated according to a plan designed by the job sharers/splitters with the agreement of the district. The teachers will be required to attend all staff meetings (unless exempted by their administrator) all in-service days, and all parent teacher conferences as defined in the master agreement. During the school year, the teacher(s) will attend the proportionate amount of the in-service according to their contract as defined in the master agreement. Planning periods will be equitably distributed between the two teachers.
5. Compensation: Teachers will be paid according to their steps and degree on the pay schedule prorated by the teacher's teaching time. Each teacher shall gain one (1) year of seniority and will be credited with one full year of credit on the salary schedule for each year worked in a share/split or part-time position. All other provisions of the current master agreement, except as specified herein, shall continue as if the teacher is working in a regular full-time position. Should a retired teacher be retained in a part-time position, compensation will be limited to the amount allowable by the retirement system.
6. Job Sharing/Split Position employees who elect Pak A or Pak C shall receive the pro-rated portion of the benefit. Those employees teaching, half-time or greater and selecting Pak B shall receive the full Pak B benefit but the pro-rated portion of the annuity "in lieu of". Those employees working less than half-time and electing Pak B shall receive the pro-rated portion of both the benefit and the annuity
7. Returning to full-time position: If the district terminates the share/split, the participants will be returned to their former full-time positions or equivalent positions. A teacher may, at the end of a semester or school year, apply for a full time position provided there is an available position or he/she may take a voluntary layoff until such position is available. The remaining teacher may seek a new share/split partner and make application to continue the share/split or take the position as a full-time position.
8. There will be no job sharing/splitting between K-12 and Community Education/Alternative Education positions.

O. Reduced Schedule

Reduced schedule shall refer to one (1) teacher that is accommodated with a reduced schedule upon request or has been placed on a reduced schedule because of financial constraints. This could also include a retired teacher who may be retained for the purpose of teaching classes for which the school might have a hardship filling.

1. Responsibilities:

The teacher will be required to attend all staff meetings (unless exempted by their administrator), in-service days prior to the start of the school year and all parent teacher conferences as defined in the master agreement. During the school year, the teacher(s) will attend the proportionate amount of the in-service according to their contract.

2. Compensation:

Teachers will be paid according to their steps and degree on the pay schedule prorated by the teacher's teaching time. Each teacher shall gain one (1) year of seniority and will be credited with one full year of credit on the salary schedule for each year worked in a reduced schedule position. All other provisions of the current master agreement, except as specified herein, shall continue as if the teacher is working in a regular full-time position. Should a retired teacher be retained in a part-time position, compensation will be limited to the amount allowable by the retirement system.

3. Benefits:

Reduced schedule employees, teaching half-time or greater, who elect Pak A or Pak C will receive the pro-rated portion of the benefit provided the employee pays the other share of the cost. Reduced schedule employees, teaching $\frac{1}{2}$ or greater shall receive the full Pak B but the pro-rated portion of the annuity "in lieu of". Pak B employees less than half-time shall receive the pro-rated portion of the benefit and annuity "in lieu of". The district will contribute the prorated share of medical insurances towards the retired teachers' choice of the continued group benefits or the MPSERS coverage provided retired members.

4. Returning to full-time position:

A teacher may, at the end of a trimester/semester or school year, apply for a full time position provided there is an available position or he/she may take a voluntary layoff until such position is available.

5. There shall be no reduced schedule (sharing) between K-12 and Newaygo Alternative Education.

Newaygo Public Schools 2009-10 School Calendar

August 28	New Teacher Workday
August 31	Professional Development Day
September 1	Teacher Workday
September 2-3	Professional Development Days
September 7	No School – Labor Day
September 8	1 st Day for Students
October 12	No School - A.M. Professional Development Day, P.M. Parent/Teacher Conferences K-12, 1-4 p.m. & 5-8 p.m.
October 15	Parent/Teacher Conferences K-12, 5-8 p.m.
October 13, 15, 19-30	MEAP Testing - Grades 3-9
November 25	No School - End of 1 st Trimester A.M. Professional Development Day, P.M. Records Day
November 26 & 27	No School - Thanksgiving Break
December 23- January 1	No School - Christmas Break
January 4	School Resumes
January 25	Parent/Teacher Conferences 6-12, 5-8 p.m.
February 12	½ Day, No School P.M. Start Mid-Winter Break
February 15*	No School - Mid-Winter Break
March 5	½ Day, - End of 2 nd Trimester, P.M. Records Day
March 8	Parent/Teacher Conferences K-5, 5-8 p.m.
March 11	Parent/Teacher Conferences K-5, 5-8 p.m.
March 9-11	MME Testing – Grade 11
April 2-9	No School - Spring Break
May 3	Parent/Teacher Conferences 6-12, 5-8 p.m.
May 31	No School - Memorial Day
June 09	½ Day - Last Day for Students, P.M. Records Day
June 10	Teacher Records Day/Workday/Tentative ½ Day

****Alternate Day of Instruction – February 15 will become a day of instruction if necessary for the school district to comply with State requirements of minimum number of hours of instruction (1,098). Notification that this day will become a day of instruction will be no later than February 8. If additional days of instruction are needed to meet the State requirements, they will be added on to the end of the school year.***

K-12 Teachers

FY 2009 - 2010 Wage Scale

	Effective 1st Pay 08/28/2009		Effective 1st Pay 08/28/2009
BA 1	\$36,644	MA+ 1	\$41,059
BA 1.5	\$37,670	MA+ 2	\$43,820
BA 2	\$38,696	MA+ 3	\$46,223
BA 3	\$40,785	MA+ 4	\$48,664
BA 4	\$42,906	MA+ 5	\$51,142
BA 5	\$45,062	MA+ 6	\$53,659
BA 6	\$46,899	MA+ 7	\$56,217
BA 7	\$49,479	MA+ 8	\$58,812
BA 8	\$51,736	MA+ 9	\$61,450
BA 9	\$54,034	MA+ 10	\$64,123
BA 10	\$56,363	MA+ 11	\$66,836
BA 11	\$58,728	MA+ 12	\$69,593
BA 12	\$61,125	Longevity MA+ 15	\$72,148
Longevity BA 15	\$63,353	Longevity MA+ 20	\$74,708
Longevity BA 20	\$65,574	Longevity MA+ 25	\$77,684
Longevity BA 25	\$68,187		
MA 1	\$38,977		
MA 2	\$41,198		
MA 3	\$43,453		
MA 4	\$45,749		
MA 5	\$48,078		
MA 6	\$50,441		
MA 7	\$52,847		
MA 8	\$55,287		
MA 9	\$57,762		
MA 10	\$60,278		
MA 10.5	\$61,553		
MA 11	\$62,829		
MA 12	\$65,344		
Longevity MA 15	\$67,749		
Longevity MA 20	\$70,153		
Longevity MA 25	\$72,947		

Addendum B

**Teachers -
Community
Education**

**FY 2009 -
2010**

Effective 1st
Pay
08/28/2009

BA 1	\$37,977
BA 2	\$39,551
BA 3	\$41,048
BA 4	\$42,575
BA 5	\$44,164
BA 6	\$45,789
BA 7	\$47,475
BA 8	\$49,221
BA 9	\$51,035

MA 1	\$41,140
MA 2	\$42,653
MA 3	\$44,242
MA 4	\$45,754
MA 5	\$47,421
MA 6	\$49,166
MA 7	\$50,977
MA 8	\$52,854
MA 9	\$54,801

DURATION

All article of this agreement shall be effective July 1, 2009 through June 30, 2010.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives the day and year first written above.

NEWAYGO BOARD OF EDUCATION

NEWAYGO EDUCATION ASSOCIATION

By: _____

By: _____

Date: _____

Date: _____