

**NORTHVIEW PUBLIC SCHOOLS  
EMPLOYMENT REGULATIONS**

**FIFTY-TWO (52) WEEK  
SALARIED EMPLOYEES'  
AGREEMENT**

**July 1, 2010 – June 30, 2011**

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**NORTHVIEW PUBLIC SCHOOLS  
EMPLOYMENT REGULATIONS**

**FIFTY-TWO (52) WEEK SALARIED EMPLOYEES**

**Article I. RECOGNITION**

This contract is for fifty-two (52) week salaried employees only. This employment regulation guide will represent the following positions:

- Accountant/Payroll
- Executive Assistant to Superintendent & Board of Education
- Day Care Director
- Instructional Technology Specialist
- LAN Technicians

**Article II. BOARD RIGHTS**

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

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

**Management**

Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.

**Right to Assignment**

Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.

**Right to Hire, Promote, Suspend and Discharge Employees**

The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees both voluntarily and involuntarily, assign and reassign employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the work force and to lay off employees.

**Determine the Services, Supplies and Equipment**

Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes

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

**Rules and Regulations**

Adopt reasonable rules and regulations.

**Hiring Conditions**

To hire all employees, to determine their qualifications, and conditions of continued employment, or their dismissal demotion; and promote and transfer all such employees.

**Facility Locations and Relocations**

Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivision thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

**Distribution of Work and Supplies**

Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

**Financial Policies**

Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

**Management Organization**

Determine the size of the management organization, its junctions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.

**Policy for Selection, Testing and Training Employees**

Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

**Establish Provisions**

The Board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of the Agreement.

**Subcontract Work**

Subcontract bargaining unit work or to transfer work performed by bargaining unit employees outside of the unit.

**Article III. CONTRACT YEAR**

All positions recognized under this employment regulation guide are fifty-two (52) week positions.

**Article IV. CONDITIONS OF EMPLOYMENT**

The Superintendent may request a new employee to have on file a health certificate indicating the individual's physical and mental fitness for his/her duties from a licensed doctor of medicine approved by the Board prior to beginning employment. Employment in any position may be contingent upon filing this certificate with the Superintendent or designee. If requested the Board will pay for the authorized physical exam.

**Article V. EVALUATION**

All employees shall receive a formal evaluation each year by the appropriate supervisor. Evaluations are to be completed on or before May 30<sup>th</sup>. The employee shall receive a copy of the written evaluation. A copy signed by the employee and supervisor shall be received by the Superintendent or designee on or before June 3<sup>rd</sup>.

In the event that the employee feels that his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file.

Evaluations are made with the objective of assisting the employee in improving his/her working techniques and skills, relationship with other employees, job knowledge, relationship with students and the community, and/or other responsibilities that may be associated with his/her position with the school board.

**Article VI. RETIREMENT**

The Board of Education may require retirement of any Fifty-two (52) Week Salaried Employee whose physical or mental health, as determined by a Board appointed physician, makes it impossible for the employee to meet the normal obligations of her/his regular assignment. The expense of this medical examination shall be assumed by the Board of Education.

After ten (10) years of continuous employment a Fifty-two (52) Week salaried employee who reaches the age of retirement to immediately qualify for benefits under the Michigan Public School Retirement System and severs her/his employment with the Northview Public Schools, the Board shall pay the employee **\$30.00 per day** for each day of accumulated, unused sick leave. After five (5) years of continuous employment, a Fifty-two (52) Week salaried employee who meets the definition as stated above, will be eligible for partial payment of unused sick days based on a percentage calculated by the number of years worked divided by ten.

Retirement benefit pay outs will be deposited by the employer in the form of a non-elective employer contribution to a 403(b) or 457(b) plan account sixty (60) days following the payment of the final compensation by the District. This pay out is subject to IRS limitations.

**Article VII. LEAVES WITH PAY**

**Illness**

An employee absent from duty on account of personal illness shall be paid her/his full salary for the period of absence, not to exceed one (1) day per month (twelve days maximum per fiscal year) of employment. Employees shall be credited with the respective number of days to be earned at the commencement of each year of employment.

Unused leave time shall be cumulative and credited to the employee's account. Accumulation of unused leave time is: **188 days**.

### **Personal Business**

Three (3) days of absence per fiscal year, for personal or business reasons may be granted during the year without loss of salary, after the probationary period has been attained. The Superintendent or designee must approve all personal business days. Unused days will be added to sick leave accumulation subject only to maximum accumulation.

### **Bereavement Leave**

Each employee is allowed seven days of bereavement leave each fiscal year. These first seven (7) days will not be charged to sick leave. Any days absent in excess of seven days will be charged to annual or accumulated sick leave. If sick leave is not available any approved days off will be without pay.

### **Inclement Weather**

Employees are expected to work their regular shift when school is not in session due to inclement weather unless notified otherwise by the Administration. Payment and/or leave criteria shall be determined as follows:

- a. If the administration requests employee to stay home, the day will be paid at the employee's normal hourly rate for hours regularly scheduled on that day.
- b. If the school days are not going to be rescheduled, employees will be given compensatory time off for actual hours worked. Compensatory time is to be used in the school year granted.
- c. If the school days are rescheduled, employees who do not report for work on Act of God days will not be paid unless personal leave time is authorized.

### **Jury Duty**

The Board will pay the difference between regular compensation loss and jury duty pay received from the court by any employee required to serve as a juror during regularly assigned working time.

## **Article VIII. HOLIDAYS**

### **General Conditions**

The following conditions shall be met in order to obtain holidays with pay:

- a. The employee has completed the last scheduled work day for her/his classification, prior to the holiday, unless same falls within a vacation period in which the employee is not required to work, and commence work at the scheduled time on the next regularly scheduled work day after the holiday.
- b. In the event an employee is unable to work the day before or after the holiday which is excused by the Superintendent or designee because of proven illness or injury, requirement "a" shall not apply.

**Paid Holidays**

Each Fifty-two (52) Week Salaried Employee will be entitled to his/her regular pay for each of the following holidays:

- |                           |                             |
|---------------------------|-----------------------------|
| Fourth of July            | Christmas Day               |
| Labor Day                 | New Year’s Eve Day          |
| Thanksgiving Day          | New Year’s Day              |
| Friday after Thanksgiving | Friday of Spring Break week |
| Christmas Eve Day         | Memorial Day                |

Three (3) additional (floating) days will be granted during the fiscal year (July 1 to June 30)

**Article IX. VACATION BENEFITS**

**General Conditions**

Vacation will be computed on the basis of the employee’s regular pay.

Extended vacation periods of one (1) week or more will generally be taken at winter break, spring break, or summer break periods unless specifically authorized otherwise by the Superintendent or designee.

Short-term vacation of one (1) week or less must be approved by the Superintendent or designee with adequate notice [generally one (1) week or more unless an emergency occurs].

**Length of Vacation**

Each Fifty-two (52) Week salaried employee shall be entitled to receive vacation based on any of the following factors:

- Position
- Determination of the Superintendent or designee, or
- The following schedule:
 

1 - 5 Years of Service	...	Two (2) Weeks Vacation per Year
6 - 10 Years of Service	...	Three (3) Weeks Vacation per Year
11 Years or More	...	Four (4) Weeks Vacation per Year

Vacation time must be utilized within the current fiscal year. It cannot be transferred from one year onto the next without express approval from the Superintendent or designee.

**Article X. LEAVES WITHOUT PAY**

**Illness**

Leaves for sickness or injury of an employee may be granted upon written notice by the Board for periods up to one (1) year, subject to renewal by the Board.

**Personal Reasons**

Leaves for personal reasons may be granted at the sole discretion of the Board.

**Family & Medical Leave Act (FMLA)**

The Board of Education will administer and provide for leaves in a manner consistent with the Family and Medical leave Act and its published regulations.

**Article XI. INSURANCE**

**Health Insurance**

The Board of Education shall provide each Fifty-two (52) Week Salaried Employee with the following health insurance benefits:

- a. Comprehensive semiprivate, full-family health insurance program.
- OR**
- b. \$250 Cash in lieu of health insurance towards the purchase of approved options.

Employees will pay \$38 monthly (Pre-tax) toward the annual premium.

**Dental Insurance**

The Board of Education shall provide each Fifty-two (52) Week Salaried Employee and eligible dependents with a dental program.

**Vision Insurance**

The Board of Education shall provide each Fifty-two (52) Week Salaried Employee and eligible dependents with a vision program.

**Life Insurance**

The Board agrees to provide \$80,000 Term Life and \$80,000 Accidental Death Insurance coverage to all Fifty-two (52) Week Salaried Employees. Such coverage shall begin, in the case of new employees, at the time they begin their employment. Coverage will terminate at the end of the month following termination of employment. The Board will not be liable for claims beyond what its carrier(s) will provide.

**Salary Protection Plan (LTD)**

The Board of Education will make available to each Fifty-two (52) Week Salaried Employee a Salary Protection (Long Term Disability) insurance program to enhance the present sick leave provisions with the following conditions:

- a. There will be a limit of 66-2/3 (75% monthly pay limit) of income not to exceed \$3,000 per month prorated over a twelve (12) month period to age sixty-five (65).
- b. There will be a ninety (90) day modified full waiting period.
- c. The Board of Education will consider any financial offset such as Workers' Compensation, Social Security, other insurance income, etc. to determine its obligations to the employee (freeze on offsets).
- d. Alcoholism/drug addiction – Two (2) year limit
- e. Mental/nervous disorders – Two (2) year limit
- f. The coverage shall become effective at the beginning of the insurance month immediately following the time they begin their assigned duties.



- g. An employee who qualifies for Long Term Disability will be afforded medical care premium payments as outlined under Health Insurance through the end of the school year in which the disability occurs.
- h. All other benefits are severed with the exception of medical care at the point in time when the employee can no longer provide services to the district.

**Article XII. LONGEVITY PAY**

**Longevity Payment Intervals**

For longevity purposes, years of service in the Northview Public Schools System shall be computed twice per year; once as of December 1<sup>st</sup> and once as of June 30<sup>th</sup>.

**Longevity Payment**

One-half of the amount listed below will be paid in a lump sum with the first pay in December and one-half with the first pay in June.

**Longevity Payment Begins**

A Fifty-two (52) Week Salaried Employee who has completed the number of years as stated below shall begin to earn longevity beginning with the listed year of continuous employment, at the rate per annum as indicated:

Five (5) years	...	\$ 900
Ten (10) years	...	\$1,000
Fifteen (15) years	...	\$1,200
Twenty (20) years	...	\$1,300

**Article XIII. MISCELLANOUS BENEFITS**

**Annuity**

Individual annuity addendums will be at the discretion of the Superintendent or designee.

**Mileage**

Individual addendums for mileage within Kent County will be at the discretion of the Superintendent or designee.

Fifty-two (52) Week Salaried Employees who are required to drive their personal automobile in the performance of their duties outside of Kent County shall be paid at the current rate allowed by IRS.

**Professional Dues**

Individual payment of professional dues will be at the discretion of the Superintendent or designee.

**Tuition Reimbursement**

Fifty-two (52) Week Salaried Employees can request reimbursement up to a maximum of three (3) semester hours per year for graduate or under-graduate course work that extends or enhances the abilities to perform in their current position.

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

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

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

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

**Article XIV. STAFF REDUCTION**

In the event that circumstances require a reduction in Fifty-two (52) Week Salaried staff, the factors of performance, experience, education and seniority will be the primary criteria in that decision process.

**Article XV. HOLD HARMLESS**

The Board of Education agrees, as a further condition of employment, that it shall defend, hold harmless, and indemnify the administrator from any and all demands, claims, suits, actions, and legal proceedings brought against the administrator in his/her individual capacity, or in his/her official capacity as agent and employee of the Board of Education, provided the incident arose while the administrator was acting within the scope of his/her employment.

**Article XVI. SALARY**

Compensation is identified in each Fifty-two (52) Week Salaried Employee's individual contract.