

PREAMBLE

AGREEMENT made this 22nd day of June, 2009 between
the Board of Education the Northport Public School District, Northport, MI
hereafter referred to as the "Board" and the Northport Education Association,
hereafter referred to as the "Association":

WHEREAS, the Association recognizes that the Board, by law, has the
final responsibility for the establishment of the policies for the school district;

WHEREAS, following negotiations during the 2008-2009 school year,
certain understandings and agreements have been reached by the Board and
the Association; and

WHEREAS, the Board and the Association desire to incorporate said
understanding into a written collective bargaining agreement;

NOW, THEREFORE, in consideration of the following mutual covenants, the
Association and the Board agree as follows:

ARTICLE I
BOARD RIGHTS

- A. The Board, on its own behalf and on the 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 invested in it by the law and Constitution of the State of Michigan and of the United States. 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 judgement and discretion in connection herewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such terms are in conformance with the Constitution and laws of the State of Michigan and Constitution and laws of the United States.

ARTICLE II RECOGNITION

- A. The Board hereby recognizes the Northern Michigan Education Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for classroom teachers, media specialist(s) and counselor(s). The term, "classroom teacher," when used hereinafter in the Agreement, shall refer to all certified teaching personnel under contract except substitute teachers not under contract, administrators, and those serving in a supervisory capacity.

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

- B. The Association shall have the right to reasonable use of the school building and equipment, including computers, when scheduled through prescribed channels.

The Association shall be permitted reasonable use of interschool mail delivery, including e-mail. A copy of all materials sent through the interschool mail delivery and e-mail shall be given to the Superintendent.

The Association shall be provided with bulletin board space in each building as arranged with the school Principal, or the immediate supervisor.

The Board agrees to furnish the Association in response to reasonable requests for all available information concerning the financial resources of the District, the preliminary budget, and such other information as will assist the Association in developing programs on behalf of the employees preparing for grievances and for negotiations.

Special conferences for important matters may be arranged by mutual agreement of the parties.

ARTICLE III
PROFESSIONAL COMPENSATION

- A. The salaries of classroom teachers covered by the Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. The salary schedule is based on the assumption that the teacher will perform more than just a normal teaching assignment during normal teaching hours.
- B. Schedule B positions are recognized as an integral part of Northport Public School. For extra responsibilities, as identified in Schedule B, the teacher shall be compensated as shown in Schedule B. Schedule B shall not be considered an all inclusive listing of responsibilities for which extra compensation may be granted. The Board reserves the right to establish additional positions of responsibilities other than those listed in Schedule B and to establish the rate of compensation for the work performed. However, if additional positions which are not in Schedule B should arise during the life of this Agreement, they shall be subject to negotiations between the Board and the Association to establish an equitable pay rate according to existing Schedule B positions. It is expressly understood that tenure status does not apply to Schedule B positions and that such positions may be filled by school employees other than bargaining unit members.
- C. Payment of regular salary will be made on alternate Friday's beginning with the first Friday in September. Bargaining members shall be notified in September of the date of the last pay for that school year. The bargaining unit member shall designate his/her choice of twenty-one (21) or twenty-six (26) equal payments which shall remain in effect on a continuing basis unless changed in writing by the bargaining unit member prior to September 1 of any particular year. Retiring teachers may elect to receive accrued salary on the last contract day.
- D. Deductions of a mandatory nature shall include:
1. Withholding Tax – State and Federal
 2. Social Security
 3. MIP (retirement)
 4. LTD

Deductions of a voluntary nature (which shall be limited to no more than five (5) per teacher) shall include:

1. M.E.A. and N.E.A. and local association dues
2. Tax sheltered savings and retirement insurance
3. MESSA Insurance options
4. TBA Credit Union
5. Optional deduction

AUTHORIZATION OF DEDUCTIONS

1. Deductions of a voluntary nature shall be authorized in writing by November 1 of the contract year.
 2. Deduction of local, state, and national association dues may be made on a monthly basis. The Board assumes no liability to the local, state, or national association for dues payment in excess of the monthly deductions.
- E. The computation of the teacher's daily wage will be based on the annually agreed calendar days for the duration of this contract.
- F. The school calendar shall be negotiated annually between the board and association, meeting the requirements of the State, by June 1st of each year.
- G. Half-time or part-time teachers who are required to attend a full day shall be paid for a full day of work.
- H. The Board will provide the following benefits for each full-time teacher and his/her eligible dependents (i.e. spouse and children). Teachers employed part time shall have health insurance benefits pro-rated on the same fractional basis as for which they are employed. However, each such employee shall receive no less than single subscriber coverage. In the event someone resigns for medical reasons or dies, the insurance will be pro-rated. (Example: 60 of the 187 calendar days worked = $60/187 = 32\% = 4$ months insurance). Resigning for any other reason during the course of the school calendar year will result with the insurance being terminated at the end of the last month of employment. Bargaining unit members will have the cost of negotiated Long Term Disability insurance coverage deducted from their pay. The amount deducted shall be determined by MESSA as part of a PAK benefit package.

PLAN A: FOR EMPLOYEES NEEDING HEALTH INSURANCE

Health: Super Care I w/Preventative Care Rider
Negotiated Life: \$50,000 AD&D
Vision: VSP 3 Plus Platinum
Dental: 100X90/90-\$1500 Class I, II, III
90 Class IV Lifetime maximum, two cleanings
per year, sealants-yes, no adult ortho
Prescription Card - \$5.00 deductible
LTD: 60%
\$5,000 monthly maximum
90 Calendar days – modified fill
Maternity Coverage
Pre-Existing condition waiver
Freeze on offsets
Alcohol/Drug Addiction – same as any other illness
Mental/Nervous – same as any other illness

PLAN B: FOR EMPLOYEES NOT NEEDING HEALTH INSURANCE

Negotiated Life: \$50,000 AD&D
Vision: VSP 3 Plus Platinum
Dental: 100X90/90-\$1,500 Class I, II, III
90 Class IV Lifetime maximum, two cleanings
per year, sealants-yes, no adult ortho
LTD: 60%
\$5,000 monthly maximum
90 Calendar days – modified fill
Maternity Coverage
Pre-Existing condition waiver
Freeze on offsets
Alcohol/Drug Addiction –same as any other illness
Mental/Nervous – same as any other illness

I. Teachers not electing hospitalization coverage provided in Plan A may apply up to the amount of the single subscriber premium toward the following MESSA or Board Insurance Carrier options:

- A. Short term/long term disability
- B. Term Life Insurance

- C. Survivor Income Insurance
- D. Dependent Life Insurance
- E. Hospital Indemnity
- F. Tax Deferred Annuities from Board approved companies

Teachers shall pay their major medical deductibles.

Teachers shall pay their prescription deductibles.

The Board will pay up to 15% increase on premiums on an annual basis.

- J. Any amount exceeding the Board subsidy shall be payroll deducted. If a husband and wife are both members of this bargaining unit, no more than one shall elect health insurance coverage. An open enrollment period shall be provided from September 1 to October 1.
- K. The counselor and the media specialist shall receive at least 2 (two) paid days at their present daily rate to begin and end school obligations. The Administration will set one extra in-service day at the beginning of each year for orientation of new teachers and may set one (1) extra day for probationary teachers. The dates will be mutually agreed upon by the Administration and the Association by June 1 of each year. New and probationary teachers shall attend and be paid per diem for a full day and prorata for any day less than a full day.
- L. Teachers may be granted an absence with pay for visitations to other schools or attending meetings or conferences of an educational nature. The number of teachers allowed to leave at any one time will be at the discretion of the Administration. Fees, travel, (IRS allowable rate), and other expenses will be paid to the extent that such expenses were given prior approval by the superintendent. Those teachers attending conferences at the official request of the Administration during evenings, weekends, or summers shall be paid one hundred fifty dollars (\$150.00) or earn compensatory time per day. (See conference request form in appendices).
- M. Each teacher may be allowed up to three (3) individual work days per year for the purpose of research (i.e. analyzing student work samples and preparing action research proposals) and curriculum planning (i.e. extending pedagogical and/or disciplinary knowledge). These extra days must adhere to the same guidelines as the

extra planning days. One (1) of these extra days (may be taken as two (2) half-days) may be used to get each teacher's room ready for the school year. Approval will be based upon available funds.

- N. Parent-Teacher Conferences – Teachers whose student load exceeds the scheduled conference slots will receive compensation time in lieu of per diem hourly pay. See Article 9, Section O for appropriate comp time usage.

ARTICLE IV
TEACHING DAY AND HOURS

- A. The teaching day shall consist of no more than seven (7) clock hours exclusive of the duty –free lunch period.
- B. Teachers shall be in the school building twenty (20) minutes prior to the start of the student day and at their teaching stations or other assigned duty areas at the start of class time. Teachers shall have a thirty-five (35) minute duty-free lunch period.
- C. Teachers working less than full-time shall have their salary prorated on the appropriate full-time contract based on student contact time and planning time.
- D. All teachers shall attend two (2) monthly staff meetings unless prior arrangements have been made with the Administration. These meetings will be held on the same days each month unless a change of the day is agreed to by mutual consent of the staff and the appropriate administrator.
- E. All teachers are encouraged to be on the School Improvement Committee on a rotating basis.

ARTICLE V
TEACHING LOAD AND ASSIGNMENT

- A. Assignments shall be made at the discretion of the Administration and within the areas of teacher certification, and major or minor fields of study, except temporarily and/or for good cause.
- B. Individualized planning time shall be the planning time in the morning starting twenty (20) minutes prior to the start of student day, and an additional sixty minutes during the course of the school day divided into meaningful units. Part time teachers shall be assigned on a pro-rated planning time. During individualized planning time, the teacher shall be devoted to instructional duties such as the following: developing instructional program, conferring with parents, pupils, and administrators, studying, and maintaining records.
- C. Elementary recess periods will be duty-free and considered planning time as defined in Section B, of this Article.
- D. When the number of students reaches thirty-four (34) in an elementary classroom, the class shall have two classroom teachers.

ARTICLE VI
CONTINUITY OF OPERATIONS

- A. During the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize, support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of a teacher from his/her position, or stoppage of work or abstinence, in whole or in part, from the full, faithful, or proper performance of the teacher's duties or employment) for any purpose whatsoever.

- B. Personal Business days will not be used to participate in a strike against another school district.

ARTICLE VII
DUES, FEES, AND DEDUCTIONS

- A. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the first day of active employment or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-ideological Expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSAAA 17.277 (7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member beginning no later than the first employee payroll check in October each year and continuing through the next nineteen (19) pay periods. Moneys so deducted shall be remitted to the Association, or its designee, each month.
- B. Pursuant to *Chicago Teachers Union v Hudson*, 106 S CT 1066 (1986), the Association has established a "Policy Regarding Objections to Political-ideological Expenditures" that policy and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this agreement.
- C. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the employer an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedure outlined in the MEA Constitution, Bylaws and administrative procedures.

- D. Due to certain requirements established in court decisions, the parties acknowledge that the amount of the service fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February); consequently, the parties agree that the procedures in this article relating to the payment or non-payment of the representation service fee by non-members shall be activated no earlier than thirty (30) days following the Association's notification to non-members of the service fee for that given school year.
- E. In the event of any 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:
1. The employer gives timely notice of action to the Association and permits the Association intervention as a party if it so desires, and
 2. 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 at both trial and appellate levels.
 3. 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 indemnify and hold harmless the employer 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, but this does not include any liability or unemployment compensation paid under the Michigan Employment Security Act.

ARTICLE VIII
VACANCIES AND PROMOTIONS

- A. Whenever any certified position or Schedule B position is vacant or created within the district, the Board shall publicize the same by giving written notice of such vacancy to the President of the Association. No vacancy shall be filled except in case of emergency on a temporary basis, until such vacancy has been posted for at least five days. Assignments will be made according to Article V, Section A.

- B. Any teacher may apply for such a vacancy. The decision of the Board as to the filling of such vacancies shall be final.

- C. Applications must be renewed annually for all Schedule B positions. All applicants will be notified upon filling such vacancies.

ARTICLE IX
ABSENCE FROM DUTY

- A. An employee absent from duty due to personal illness shall be paid his/her salary for the period of such absence, not to exceed ten (10) school days in any one school year, except where additional time has been accumulated. Teachers, if requested, must submit a doctor's confirmation of illness after any period in which five (5) continuous working days are missed due to personal illness.

Each employee shall have placed to his/her credit the number of sick leave days not used during the year, and the maximum number of days so accumulated shall be one hundred ten (110). Days that are carried over shall not exceed one hundred (100). Where accumulated sick leave is exceeded and sick leave bank (see B below) provisions have been exhausted, any further absences will result in full deduction of the prorated salary for the extended period absent (the ratio of days absent to the number of days which teachers are required to be on duty times the annual salary).

- B. Sick Leave Bank will be defined by the following procedure:

In the event that the total number of days in the sick leave bank becomes less than fifty (50) at any time during the contract, each teacher shall contribute one (1) sick leave day to the sick leave bank. This contribution will, in effect, reduce each teacher's personal sick leave from ten (10) to nine (9) days per year.

A teacher with an extended illness (an extended illness shall be defined as ten (10) consecutive school days or more) may draw upon the sick leave bank, subject to the following provisions:

- The teacher has used all his/her personal sick leave days.
- The request for sick leave days from the bank must be in writing.
- The application must receive approval by the Sick Bank Committee of the Association. The Association agrees to save the Board harmless in the event of any claim, grievance, or lawsuit regarding the administration of distribution of such sick bank leave days.
- The bank has days available to draw.
- The Sick Leave Bank Committee must request the teacher to furnish a medical doctor's verification of the illness claimed and shall furnish a copy to the superintendent.

- A teacher may draw a total of days, not to exceed thirty (30) equal to the accumulated personal sick days when the contract year began.
- C. Any teacher who is absent because of injury or disease compensable under Michigan Workers' Compensation Law, shall receive from the Board the difference between allowances under Workers' Compensation Law and the contracted salary for the duration of the illness (during the contract) with no subtraction from sick leave.
- D. Absence without loss of salary shall be allowed, not to exceed ten (10) days, in any school year, for an illness in the immediate family, significant other, and/or foster child that requires the presence of the employee. Such absences shall be deducted from the teacher's sick leave.
- E. Absence without loss of salary shall be allowed, not to exceed ten (10) days, for each incident upon death of a husband, wife, child, and significant other. Absence without loss of salary shall be allowed, not to exceed five (5) days for each incident upon death of a parent, brother, sister, parent-in-law, grandparent, and foster child. Absence without loss of salary shall be allowed, not to exceed three (3) days, for each incident upon death of a close relative or friend. This absence will be deducted from sick leave.
- F. Any teacher summoned to jury duty shall be paid his/her full salary provided that the teacher shall return to the school district the earnings received for jury duty less mileage and allowed expenses. The Board reserves the right to request the judicial authority that the teacher be excused.
- G. An absence with pay may be granted at the discretion of the Board for time necessary for appearance in any legal proceeding, which the teacher is required by law to attend, connected with the teacher's employment or with the school system.
- H. Absences without loss of salary will be allowed during the school year for two (2) days for transacting personal business. These days shall not be used to extend any vacation period or recess or for recreational purposes. An exception for extending any vacation period may be made if the teacher wishes to accumulate three (3) personal business days over a three (3) year period and exchange those days for one (1) day to extend a vacation. At the end of each school year, if two personal days remain, one day will be carried over to the next year and the other day will be converted to sick time. If one personal day remains, it will be carried over to the next school year.

Application shall be made in writing to the Superintendent one week in advance on the appropriate form (except in the event of an emergency when shorter notice may be acceptable). The district may disapprove requests for personal business days if more than two (2) teachers request the same day for business purposes. Requests will be honored in the order that they are received. Emergencies would take top priority.

- I. An unpaid leave of absence up to one year shall be granted to a teacher for the purpose of providing child care for a newborn or adopted infant under the following conditions:
 1. The application for such leave shall be received by the Superintendent no later than thirty (30) calendar days, if possible, prior to the expected date of the commencement of the leave.
 2. The child care leave will commence on the first day after the mother has a medical release signed by the doctor to return to work or date of adoption of the child and shall terminate not later than the end of the school year during which the leave is granted. A teacher may be granted an unpaid personal leave for not more than thirty (30) days prior to the expected birth or adoption of said child for the purpose of preparing for the event. Further, at the request of the teacher and in the sole discretion of the Board, the childcare leave may be extended to the end of the year which follows the expiration of the original leave of absence. Illness related to pregnancy shall be compensated under Section A of this article.
 3. Upon the teacher's return from original leave, the Board of Education shall return the teacher to the same position as that held before the leave. Should an extension of the original leave be granted, the Board shall not guarantee the return of the teacher to a specific assignment.
 4. Barring illness or emergency, failure to return from leave on the agreed upon date shall mean the employee has voluntarily terminated his/her employment.
 5. If both parents are employed by the Board, not more than one such parent will be eligible at any time for the leave. In case of an emergency, both parents may be allowed to take a leave on a case-by-case basis at the sole discretion of the superintendent.

- J. The following conditions shall apply to extended professional growth leaves of absences:
1. Requests for leave shall be in writing.
 2. Requests for leaves shall be for study related to the teacher's certification or endorsement or professional growth as determined by the Board of Education.
 3. Eligibility shall be based on a minimum of six (6) years continuous employment in the district and having achieved tenure status.
 4. All extended leaves shall be limited to one calendar year. Further extensions shall be at the will of the Board.
 5. Sick leave days, seniority, and pay step shall be frozen during the time of the leave.
 6. Written notice of intention to either return or resign shall be given to the Superintendent 90 days prior to the expiration of the leave.
 7. The professional development leave is without pay or benefits.
 8. The approval of the leaves shall be at the discretion of the Board.
- K. Teachers are responsible for providing adequate lesson plans for substitutes whether or not an absence is anticipated.
- L. Any employee absent because of an extended or serious illness ten (10) or more consecutive days shall present to the Board or its representative, prior to his/her return to service, a statement from a licensed physician, physician assistant, or nurse practitioner indicating that he/she has recovered from the illness and may return to duty.
- M. The Board shall provide at no cost to the Association four (4) days per school year of release time for the handling of Association business as deemed appropriate by the Association President. Notification shall be given to the Superintendent.

- N. Teachers may accrue Compensatory Time (comp time) for required additional hours or days worked beyond contracted time, as described in Article IV, page 10, and approved by the Administration. Teachers must accrue three and one-half (3.5) hours of comp time before it can be used.

- O. Comp time must be used in no less than ½ day increments and can be used at the teacher's discretion only after the comp time has been scheduled and approved by the Administration. Comp time shall be carried over until used or until converted to sub pay.

ARTICLE X
RETIREMENT

- A. Upon retirement from teaching, a teacher will be eligible to receive a daily amount equal to sub pay for each unused sick day up to One Hundred (100) days, subject to the following conditions:
1. The teacher is receiving benefits from the Michigan Public Schools Retirement System.
 2. Laid-off teachers are ineligible for this benefit unless they resign and are eligible to receive benefits from the Michigan Public Schools Employee's Retirement System.

ARTICLE XI
TEACHER EVALUATION

- A. The evaluation of the performance of each bargaining unit member in the school system is the responsibility of the Administration. Each bargaining unit member, upon employment or by October 1st of each school year, whichever is later, shall be apprised of the criteria upon which he/she will be evaluated (not including individual development plans). All observations of the bargaining unit member shall be conducted by the administrator in person. All observations during the school year may be included in the written evaluation.

Administration and the association, mutually agreed, that over the life of this contract, meaningful evaluation criteria and mentor programs will be established.

1. PROBATIONARY TEACHER (If employed at least one (1) full year)
 - a. By November 1st the teacher will be provided with an individual development plan (IDP) developed by appropriate administrative personnel in consultation with the individual teacher; and
 - b. By April 15 of each year, the teacher will be provided with at least an annual year-end performance evaluation during the teacher's probationary period. The appropriate administrator may perform an evaluation more often if he/she so desires; and
 - (1) The annual year-end performance evaluation shall be based on, but it not limited to, at least two (2) classroom observations held at least sixty (60) calendar days apart, unless a shorter interval between the two (2) classroom observations is mutually agreed upon by the teacher and the administration; and
 - (2) The year-end performance evaluation shall include at least an assessment of the teacher's progress in meeting the goals of his/her individualized development plan (IDP).

2. TENURED TEACHER

- a. Tenured teachers will be provided with a performance evaluation at least once every three (3) years. A list that designates the teachers assigned to the three (3) year rotation will be included in the appendix of this agreement. This list will be established or amended jointly by the Administration and the Association President annually.
 - b. If the teacher has received a less than overall satisfactory performance evaluation, the teacher will be provided with an individualized development plan (IDP) developed by the administration with the individual teacher.
 - c. The performance evaluation required every three (3) years shall be based on at least two (2) classroom observations conducted during the period covered by the evaluation. If the teacher has an individualized development plan (IDP), the performance evaluation shall include at least an assessment of the teacher's progress in meeting the goals of his/her individualized development plan (IDP).
- B. All monitoring or observations of the work of a bargaining unit member shall be conducted openly and with the full knowledge of the bargaining unit member.
- C. A formal observation of the teacher shall be for not less than thirty (30) minutes.
- D. The Administration shall prepare and submit a written report and recommendations to the bargaining unit member with ten (10) school days of each observation. If an administrator believes a bargaining unit member is doing unsatisfactory work, the reasons shall be set forth in specific terms by the identification of what is unsatisfactory work, specific suggestions for improvement, and designation of the satisfactory outcome.
- E. The administrator shall hold a post-evaluation conference with the bargaining unit member for the purpose of clarifying the final evaluation and recommendations. Such a conference shall be held within ten (10) school days of the submission of the final evaluation report to the bargaining unit member.

- F. A bargaining unit member who disagrees with an evaluation or recommendation may submit a written answer which shall be attached to the file copy of the evaluation in question. The substance within an evaluation is not grievable.
- G. The evaluation is confined to the school environment.
- H. The superintendent and a tenured teacher may agree to replace the formal observation/evaluation process described in section A 2c of this article with a teacher-created portfolio that encourages professional growth. The supervisor and staff members will share the responsibility for developing and modifying (if necessary) the criteria for assessing the skills or attribute characteristics selected for goals. The entire process will consist of:
 - 1) a collaborative planning (typically held in October),
 - 2) a clear outline of the kind of data which will be collected to provide a well-rounded profile,
 - 3) determination of the physical form of the portfolio,
 - 4) how the portfolio will be shared,
 - 5) tentative time line, and
 - 6) an exhibit of the product (before April 15)

The supervisor will provide assistance and encouragement during all phases of the portfolio process and help make arrangements for the exhibit of the product. The teacher may have two (2) comp days or release days each year for the purpose of working on the professional growth portfolio. These comp days will belong to the teacher when the process is complete, and an abstract or summary (using APA guidelines where applicable) of the product and process will be part of the teacher's personnel file, along with a statement by the supervisor that the portfolio was successfully completed.

It is intended that all teachers who choose to replace the formal observation/evaluation process with a professional growth portfolio will successfully complete the product. The Administration and teacher may, however, mutually agree to terminate the process and replace it with the formal observation/evaluation, provided there is enough time remaining in the evaluation period to conduct the formal evaluation.

OPTIONS – Teacher Portfolio

Contents

- Table of Contents
- Statement of Philosophy and Beliefs
- Reflections for Pieces Selected
- Teaching Artifacts
- Lesson Plans
- Units
- Themes
- Long Range Plans
- Students' Work
 - papers, tapes, videos, art, projects, responses completed under different circumstances
- Photographs
 - Students
 - Staff development
 - Teacher performance
 - Planning systems
 - Team collaboration
- Communications
 - Letters home
 - Notes from parents
 - Letters of recommendation
 - Logs-phone calls home
 - Informal meetings with parents
- Curriculum/Teaching Materials
- Assessment Instrumentals
- Performance Tasks
- Container:
 - Expandable File
 - Box
 - Scrapbook or album
 - Portfolio Case
 - Video or CD
- Showcase Event:
 - Board Meeting
 - Faculty Meeting
 - Critical Friends Group
 - Coffee with invited guest for private showing
 - Showcase in Town Library
 - Newspaper Interview

I. NEW TEACHER/MENTOR TEACHER PROGRAM

1. Each bargaining unit member in his/her first three (3) years of employment as a teacher shall be assigned a mentor teacher. The mentor teacher shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide an experienced individual who can offer assistance, resources, and information. A mentor packet will be provided to each mentor teacher and their mentee outlining topics to address with the new or probationary teacher
2. A mentor teacher shall be assigned in accordance with the following:
 - a. Participation as mentor teacher shall be assigned by the Administration from those who apply.
 - b. An effort will be made to match mentor teachers and new teachers who have the same area of certification or work assignment.
 - c. Subject to renewal each year, the mentor teacher assignment shall be for one (1) year and shall be reviewed by the Administration.
3. Upon request, the Administration may make available reasonable release time so the mentor teacher may work with the new teacher in his/her assignment during the regular workday.
4. New teachers shall be provided with a minimum of fifteen (15) days of professional development instruction during their first three (3) years of classroom teaching.
5. No later than the end of the first year that a bargaining unit member serves as a mentor teacher, he/she may attend a workshop or conference as directed by the Administration for the purpose of training the bargaining unit member to serve as a mentor teacher. Appropriate expenses shall be paid by the school district.
6. Mentor teachers shall be paid a stipend of \$400.00 per year. Following administrative review.

ARTICLE XII

PROTECTION OF TEACHERS

- A. 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.
- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative and the Board shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. Time lost by a teacher in connection with any incident covered by this Article shall not be charged against the teacher unless the teacher is adjudged guilty of a crime by a court of competent jurisdiction. If the courts decide against a teacher, cost will be the responsibility of the teacher.
- D. A complaint directed toward a teacher shall be promptly called to the attention of the teacher with the names of the complainants stated.
- E. A copy of any item being placed in a teacher's file must be given to the teacher at the time of the filing, except for teacher evaluations which will follow the procedure set forth in Article XI of this contract. If any item is placed in the personnel file against the teacher's will, he/she may follow the grievance procedures of this contract to have such item removed. Probationary teachers are limited to step four (4) of the grievance procedure with the Board decision being final.

A Bargaining unit member will have the right to review the contents of his/her personnel file within two (2) weekdays after making such request.

In the event that the District receives a Freedom of Information Act (FOIA) request for the personnel files (s) of any teachers (s), the District shall immediately notify the teacher. The teacher will be provided an opportunity to review the contents before the release of the information.

- F. Teachers shall be notified when essential supplies they have requested have not been ordered. Teachers have the responsibility of indicating which supplies on the annual order are essential.

G. No teacher shall be disciplined, e.g. given a written warning, reprimand, or suspended with pay, without just cause. Any such discipline shall be subject to the grievance procedure hereinafter set forth, including arbitration. However, this section does not supersede Article XI, nor the provisions of Article XII of this Agreement. The specific grounds forming the basis for disciplinary action will be made available to the teacher and the Association in writing. Normally, a system of progressive and corrective discipline shall be applied to all teachers in the district. The following procedures shall be used:

1. Verbal discussion of the situation
2. Discussion of the situation in writing
3. Written warning
4. Suspension with pay
5. Suspension without pay
6. Dismissal

In the event of a serious infraction, the Administration may begin at any of the above steps for the nature of the offense.

H. A teacher shall be entitled to have present a representative of the Association during any meeting which leads to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the teacher until said representative is present, not to exceed 48 hours. Should disciplinary action likely occur at a given meeting, the teacher shall be advised of said possibility.

I. Furthermore, all reasonable support shall also include protection from liability from students and/or parents in cases of student misuse of the District's electronic resources.

ARTICLE XIII
NEGOTIATION PROCEDURES

- A. In any negotiations described in this Article, neither party shall have any control over selection of the negotiating or bargaining representatives of the other party. It is further recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership in the Association, but that the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals and concessions in the course of negotiations or bargaining, subject to ratification. It is further agreed that all proposals shall be communicated during formal negotiation sessions.

ARTICLE XIV GRIEVANCE PROCEDURE

- A. A grievance is defined as an alleged violation of a specific article or section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the following grievance procedure.
1. It is expressly understood that no tenured teacher shall use the grievance procedure to dispute any action of the Board which is appealable to the State Tenure Commission.
 2. An alleged violation of this Agreement which resulted in the termination of services or failure to re-employ any probationary teacher or the placing of a non-tenured teacher on a third year of probation, shall not progress beyond Section F (Step 4) of this grievance procedure. It is expressly understood that such grievance shall not be submitted to arbitration.
 3. The failure to employ or reemploy any teacher to a position on Schedule B shall not be the basis for a grievance.
- B. An individual teacher shall have the right at any time to present a grievance as herein defined and to have the grievance fully adjusted without intervention of the Association or its representatives, as long as the adjustment is not inconsistent with the terms of this Agreement.
- C. (Step 1) Within five working days of the time of grievance arises, the teacher or the Association will present, during lunch periods or after working hours, a grievance to the appropriate administrator involved. Within four working days after presentation of the grievance, the administrator shall give his/her answer orally to the teacher. From June 1 to August 31, every effort will be made to resolve the grievance in a timely manner.
- D. (Step 2) If the grievance is not resolved in Step 1, the Association may, within three (3) working days of receipt of the administrator's answer, submit to the Superintendent a written "Statement of Grievance" signed by the teacher. A copy shall be given to the administrator at the same time. The "Statement of Grievance" shall name the teacher involved; shall identify all provisions of the Agreement alleged to be in violation by

appropriate reference; shall state the contention of the teacher and of the Association with respect to these provisions; and shall indicate the relief requested. The Superintendent, or his/her designated representative, shall give the Association an answer in writing no later than five (5) working days after receipt of the written grievance. If further investigation is required, additional time may be allowed by mutual agreement of the parties.

- E. (Step 3) If the grievance is not resolved in Step 2, the Superintendent, or his/her designated representative, and the teacher or representative of the Association shall meet, after working hours, within a reasonable time, not to exceed one (1) calendar week, unless a longer time is mutually agreed upon between the parties, to discuss the grievance.
- F. (Step 4) If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step 3, the teacher or the Association representative may, within three (3) working days of said meeting, submit the grievance to the Board of Education, in writing, and with a copy of said grievance served on the Superintendent. The Board of Education shall give the Association representative an answer, in writing, no later than ten (10) working days after the next regularly-scheduled board meeting.
- G. If a satisfactory disposition of a grievance is not made as a result of the meeting provided for in Step 4, the Association shall have the right to appeal the dispute to the Michigan Bureau of Employment Relations for mediation. Submission shall be made not later than fifteen (15) days following receipt of the answer of the Board of Education.
- H. Any alleged violation of a specific article or section of this Agreement, which has not been satisfactorily settled under the above grievance procedure may be referred to arbitration by either party within ten (10) calendar days after mediation. The arbitrator shall interpret and construe all the provisions of this contract, but shall not have the right to change, alter, or add to any provisions of the contract, or provide monetary relief other than lost pay or benefits. Arbitration shall be accomplished by either party requesting an arbitrator in accordance to the rules of the American Arbitration Association. The decision shall be final and binding on both parties for and during the term of this Agreement. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

- I. Any grievance not advanced in the next step by the individual teacher or Association within the time limit in that step, or if no time limit is specified within five (5) working days, shall be deemed abandoned. Time limits may be extended by the Board of Education and the Association in writing. The new date shall prevail.

- J. Any grievance occurring during the period between the termination date of this Agreement and the ratification of any subsequent Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

ARTICLE XV
TEACHER RESPONSIBILITIES AND PLANNING

- A. Teachers shall be responsible for the supervision of school property and for the supervision of all students at all grade levels during the contractual school day. It shall be the responsibility of all teachers to interpret the programs of the school to the community in ways which will improve the public's understanding of purposes and procedures so as to encourage the community's involvement and support. Confidential matters will not be discussed with individuals that have no professional need to know nor within the hearing of students.
- B. Teachers' weekly lesson plans shall be prepared prior to the start of the school week. Daily lesson plans shall reflect Michigan grade / course level content expectations.
- C. The superintendent may, at his/her discretion, allow school time for curriculum development so that committee chairpersons and/or committee members may perform their tasks.
- D. Kindergarten – twelfth grade interim progress reports shall be completed at the mid-point of either the first and last trimester for grades k-5 or at the midpoint of the first marking period of each semester for students grades 6-12. These progress reports shall be for all students.

ARTICLE XVI
IMPLEMENTATION

- A. This Agreement shall supersede any rules, regulations, or practices of the Board and the Association which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual classroom teacher contracts heretofore in effect. All future individual classroom teacher contracts shall be made expressly subject to the terms of this Agreement. These provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.

- B. Copies of the Agreement shall be printed at the expense of the Board and one copy presented to each teacher now or hereafter employed the Board. Three copies shall be given to the MEA 15A Uniserv office.

- C. If any provision or any application of the Agreement to any employee, group of employees, or the Board shall be found contrary to law, then such provisions or application shall be deemed null and void, but other provisions or applications shall continue in full force and effect.

- D. Nothing contained in this Agreement shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws, the Michigan Public Employment Relations Act, or other applicable laws and regulations. The rights granted to teachers in this Agreement shall be deemed to be in addition to those provided in the above stated laws.

- E. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XVII
PROFESSIONAL DEVELOPMENT

- A. Upon successful completion of course work (grade B or better), and prior approval of the Administration, the Board will pay one-half (1/2) the tuition cost, and textbook cost, not to exceed a textbook cost of fifty (\$50.00) dollars, for three (3) semester hours of college credit each year. The credits earned must be from a college offering recognized courses of teacher education. The District will provide Professional Development grants to other staff members at least equal to the total cost of the tuition costs.

- B. After attending a conference at Board expense and prior to being eligible for reimbursement of expenses, teachers shall submit a written report to the administration or make an oral presentation to the Board of Education at a mutually-agreed-upon, regularly-scheduled board meeting. The superintendent may waive this requirement.

ARTICLE XVIII LAYOFF PROCEDURE

- A. Layoff shall be defined as a reduction in the work force.
- B. Seniority shall be defined as the length of continuous service with the Northport Public School.
- C. Probationary teachers do not have seniority. Once they acquire tenure, seniority will then relate back to the original date of hire. The Board retains the right to lay off probationary teachers at its discretion. A probationary teacher that will not be recalled shall be notified at time of layoff.
- D. Seniority shall be determined by the following criteria in the following order:
 - 1. Subject matter certification as approved by the Department of Education of the State of Michigan from the date of certification. Subject matter certification is defined as a specialized area of preparation exclusive of "All Subjects 7- 8." The most senior staff member's schedule will be filled first with areas of certification and completed with middle school classes.
 - 2. In the circumstance of more than one teacher having the same effective date of employment, the dates of individual contracts shall be used.
 - 3. A teacher who leaves the teaching profession, but remains an employee of the school district, shall forfeit any seniority rights under this Agreement.
- E. No later than thirty (30) calendar days following the ratification of this Agreement, and by September 30 thereafter, the Board shall prepare and post seniority lists.
- F. All seniority is lost when employment is severed by resignation, retirement, or discharge. In case of layoff, teachers so affected shall retain all seniority accumulated as of effective date of layoff.

- G. It is recognized that it is within the sole discretion of the Board to reduce the educational program and curriculum. It is also agreed that the teacher must accept assignments for which he/she is certified or suffer a commensurate reduction in pay at a proportional rate for each class refused and in contract status from full to part-time.
- H. Notice of layoff shall be given sixty (60) calendar days prior to the effective date, in the event the Board determines such action is appropriate due to changes in the curriculum, educational program, or anticipated changes in the curriculum, educational program, or enrollment.
- I. In the event seniority teachers must be laid off, the Association shall have a right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within not more than five (5) working days after the meeting requesting review of the list; however, notification of those to laid off shall proceed.
- J. Laid-off teachers shall be recalled to employment in inverse order of layoff to vacancies for which they are certified.
- K. It is the responsibility of laid-off teachers to keep the Superintendent informed of their current addresses so that they can be notified of recall by certified mail.
- L. The recall list shall be maintained by the Board for a period not to exceed four (4) years. Thereafter, a teacher shall lose his/her right to recall, and shall be removed from the Board employment roll. A laid-off teacher shall be maintained on the recall list by the Board for a period of four (4) years.
- M. Recalled teachers shall be entitled to all accrued benefits as provided in this Agreement at the time of layoff.

ARTICLE XIX
Duration and Ratification of Agreement

A. This agreement dated June 22, 2009 shall continue in full force and effect without change until August 31, 2011.

B. Either party may, by prior written notice given at least 60 days, and not more than 120 days, before June 30, 2011, demand negotiations with respect to provisions of this contract. After such written notice is given, the parties shall meet to discuss the matter and if they fail to reach agreement by the dates above set forth, either party may request, and the parties shall follow, the procedures for resolution of impasses set forth in Article 379 of the Public Acts of 1965, which procedure shall be exclusive.

RATIFICATION

DATE OF RATIFICATION:

Representatives of the
Northport Education Association

Representatives of the
Northport Board of Education

