

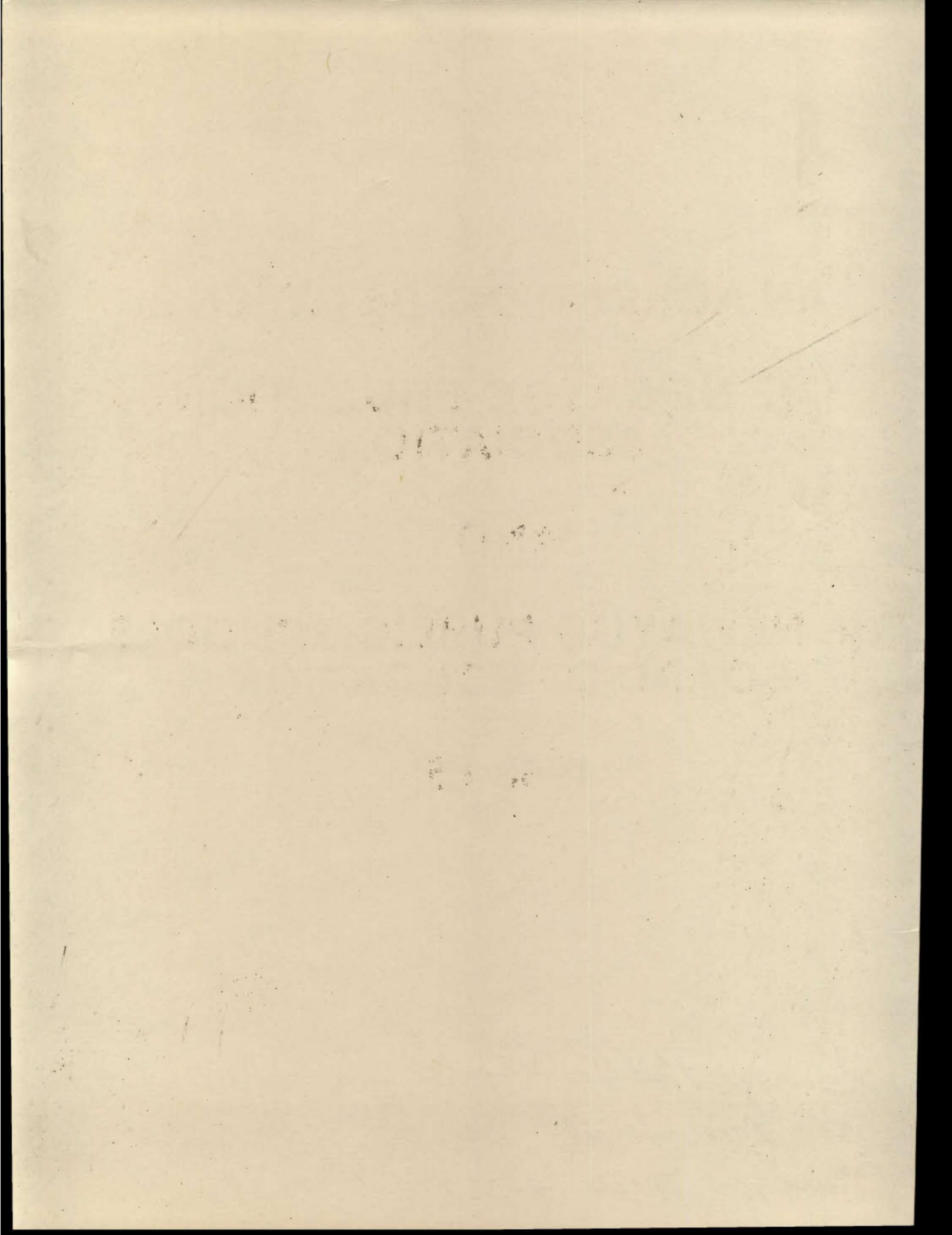
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8/31/85

AN AGREEMENT BETWEEN
THE NEWAYGO EDUCATION
ASSOCIATION
AND
THE NEWAYGO PUBLIC SCHOOLS
BOARD OF EDUCATION
1983-85

Newaygo Public Schools

Newaygo Public Schools
360 Mill Street
Newaygo, Mich. 49337



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

This Agreement entered into this 1st day of September, 1983 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 I

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. The Board agrees that it shall be a condition of employment that all teachers who are presently Association members, all teachers who hereafter become Association members, and all new teachers shall either:
1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing.
- or
2. Cause to be paid to the Association a representation fee equivalent to the dues of the Association (including the National and Michigan Education Associations) within sixty (60) days after the commencement of employment. In the event the representation fee shall not be paid, the Board, upon receiving a written and signed complaint from the Association indicating the teacher has failed to comply with this condition, shall process said complaint in accordance with the Teachers' Tenure Act, the charging party being the Association, if said teacher is a tenure teacher or in the event the teacher is a probationary teacher, the Board shall immediately notify said teacher his services shall be discontinued at the end of the then current semester unless prior to employing a replacement teacher, the Board of Education shall receive written notification from the Association and the teacher that said dues have been paid in

full and said complaint is withdrawn. It is expressly understood that in the event the Board of Education shall hire a new teacher to replace a probationary teacher under the terms of this article, then and in that event, neither the Association nor the teacher shall have a right to withdraw said complaint, it being recognized by the Association and any teacher employed under the terms of this contract that the Board has reasonable right to proceed to replace a teacher against whom charges have been filed hereunder. The refusal of said teacher to contribute fairly to the cost of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for the Board of Education.

3. The Association will save the Board harmless from any and all costs including witnesses and attorney fees or other incidental cost of prosecution or defense or any liability resulting from the prosecution or defense or any action claimed or otherwise to which the Board of Education may be liable by virtue of enforcing the provisions of 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 and of the U.S. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II

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 State Labor Mediation Board, 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 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.
- G. 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 III

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 Calendar(s) 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 IV

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 V

Professional Compensation

- A. The salaries of teachers covered by this Agreement are set forth in Article XXI 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 six (6) 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 three (3) days taken. The Association agrees to notify the administration no less than forty-eight (48) hours in advance of the taking any Association day.
- E. Teachers traveling between buildings as part of their teaching responsibilities during the school day, shall be reimbursed at the rate of twenty-four (\$0.24) cents per mile.
- F.
 - 1. Any teacher working less than full time shall receive benefits on a pro rata basis.
 - 2. Any teacher who teaches half ($\frac{1}{2}$) time or more, shall receive full credit on the salary schedule.

ARTICLE VI

Teaching Hours

- A. All teachers are to be in the building fifteen (15) minutes prior to starting time. The teacher shall be in his respective classroom ten (10) minutes before his first student responsibility at the beginning of the school day and five (5) minutes prior to the beginning of the P.M. session. Teachers shall leave school no earlier than fifteen (15) minutes after last period ends and be available for conferences. Exceptions must have the expressed permission of the administration. On Fridays and days preceding holidays or vacations, the fifteen (15) minute period at the close of the regular school day will not be applicable, but teachers will supervise pupils during their dismissal from the building, to assure classrooms and halls are clear of students.
- B. Teachers shall be given a duty free uninterrupted lunch period for a minimum of thirty (30) minutes.
- C. Teachers who find it necessary to leave school during the school day shall receive permission from their building principal.
- D. 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.
- E. 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. Such meetings shall not last more than one (1) hour nor be held more than twenty (20) times per year.

ARTICLE VII

Teaching Loads and Assignments

- 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 6-12 shall receive a minimum of a daily fifty (50) 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) (in the Senior High School) to teach an extra class, said teacher shall be compensated at the rate of 15 percent of his annual salary adjusted for the period of time said class was taught during the school year.

ARTICLE VIII

Vacancies and Promotions

- 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.
- B. Whenever any vacancy in a teaching position or extra-activity shall occur, 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 vacancy shall be filled except in case of emergency on a temporary basis until such vacancy has been posted for at least ten (10) working days. Should the posting of the vacancy occur while school is not in session, notice shall be sent to each teacher who has indicated an interest in that position on a "Change of Position Form" on file in the Superintendent's office.
- 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

A teacher with less seniority shall not be awarded the vacancy unless their 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.

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

ARTICLE IX

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-2 shall be twenty-five (25) students per class. When the standard is exceeded by three (3) students, a $\frac{1}{2}$ day aide per day, will be provided, if requested. When the suggested maximum is exceeded by five (5) students, one (1) full time aide will be provided, if requested.
- b. The suggested maximum grades 3-5 shall be twenty-seven (27) students per class. When the standard is exceeded by three (3) students, a $\frac{1}{2}$ day aide per day will be provided, if requested. When the standard is exceeded by five (5) students, one (1) full time aide will be provided, if requested.
- c. Language development rooms shall not exceed 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.

- 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.
- 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 X

Layoff and Recall

I

Before layoff notices go out to specific teachers, communications in writing will be given to those employees covered in recognition clauses of the master agreement between the teachers' bargaining unit and the board. The notice will include some background information on the reasons why layoffs must occur, and the board will request bargaining unit members to update their personnel files regarding certification, endorsements and other pertinent employment credentials.

In the general notice of layoff, the district will ask all teachers (full-time and part-time) to update their personnel files within five (5) business days. If official documentation of certification is not obtainable within the allotted time (five (5) business days), a copy of letters or forms sent to obtain such documentation and/or verbal confirmation of such documentation from the State Department of Education or College will suffice. The allotted time will commence on the date signature of the teacher is obtained, either by the building principal or receipt of registered mail. The building principal shall have each teacher sign a receipt, on delivery.

- A. No teacher shall be laid off during the school year unless there is a substantial reduction in the number of total students enrolled in the district or there is a substantial reduction 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 forty-five (45) calendar 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.
 2. The teacher notified of layoff retains the right to begin layoff anytime prior to the effective date of layoff.
 3. When layoffs occur, a copy of each layoff notice shall be sent immediately to the association president.
- B. Exempt from layoff or being bumped from the bargaining unit shall be the President, Vice-President, Secretary, Treasurer, Building Representative (3) and Chief Negotiator, provided each is certified for a remaining position.

C. It is expressly understood that the Board may make a reasonable estimation of the positions to be eliminated based on available financial information at the time of the layoff and that it is within the Board's authority to reinstate eliminated positions at its discretion.

D. Seniority is defined to mean the amount of time continuously employed in any bargaining unit positions that requires teacher certification. Time spent on involuntary leaves or layoffs shall not be construed as a break in continuous service, and seniority shall continue to accrue. (Seniority shall be computed from the first date of contractual obligation.) (ie The first contracted day that all teachers must attend.)

1. Involuntary leaves are for the following reasons: military, maternity and illness.

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

A. A bargaining unit member requesting and being granted a leave or consecutive leaves of absence of two years or less to assume a non-bargaining unit position in the Newaygo Public Schools shall upon return to the bargaining unit retain his/her seniority accrued prior to the leave of absence.

B. Provided that a bargaining unit member requesting and being granted a leave or consecutive leaves of absence accumulating to more than two years to assume a non-bargaining unit position in the Newaygo Public Schools shall upon return to the bargaining unit lose all previously accrued seniority.

3. Seniority List: The district shall prepare and present to the Association a current seniority list of bargaining unit members. By October 15th, the seniority list will be on file in each building. The seniority list shall cover three distinct categories of information:

a. Seniority

b. The teachers name whether tenured or probationary, if probationary, the date that the probation period is due to end.

c. Certification: Possession of valid certification.

E. The notice of layoff will contain clear notice:

1. That the individual receiving the notice will be laid off - that his or her services will be terminated or reduced.

2. That the Board of Education took official action to lay the teacher (s) off - and state the date of the board action.
 - a. This notice will be received by the teacher within five (5) business days of board action.
3. That the layoff will become effective upon receipt of certified letter of layoff notice as per Article X, Section A.
4. To the teacher of his or her tenure rights and responsibilities, contractual rights and responsibilities, unemployment benefit rights, and effects on fringe benefits.
5. Of a request to the teacher to supply the district with information needed to ensure the earliest possible recall and reemployment.
6. And reference to the specific items attached to the layoff notice.
7. Delivery of Layoff Notice: Layoff notice letters will be sent by registered or certified mail with a return receipt requested. The returned receipts signed by the teachers should be retained by the district. After the notices have been sent, if the district's personnel office does not receive a return receipt card from the Post Office indicating that the teacher has signed for the layoff notice, a copy of the same notice and attachments should be hand-delivered to the teacher. Generally, this would be accomplished most easily during work hours. The district requires that the teacher sign an acknowledgement that he or she has received the layoff notice and the attachments as specified in the notice.
8. The teacher(s) in the specific position(s) being reduced or eliminated shall be the teacher(s) notified of the layoff. In no event will the number of teachers given notice of layoff be greater than the number of positions to be eliminated. A teacher notified of layoff shall have the right to replace another member of the bargaining unit who is the least senior teacher within the teacher's certification. No tenured teacher shall be laid off until all non-tenured teachers who are teaching in the tenured teachers certified field have been laid off.
9. Teachers notified of layoff will have five (5) business days from receipt of written notice to indicate in writing their desire to bump another teacher.

10. Reduction in the number of either classes or hours worked shall be considered a partial layoff and subject to the terms and conditions of this contract. Acceptance of the reduced position shall not affect the teacher's right of a recall to a full time position. Further, the Board shall provide full fringe benefits for bargaining unit members who are partially laid off.
11. If layoff or reduction is imminent, and there is a tie in seniority and certification - then the tie will be broken by the qualification criteria defined below:

Qualification Criteria

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

A teacher who is to be laid off on the basis of the above qualification criteria shall receive written documentation as to specific reasons why he/she will be laid off.

F. Recall of Teachers

1. Teachers will be recalled by registered mail in reverse order of layoff when positions become available for which laid off teachers are certified as Section D, 3C. The teacher shall have fifteen (15) calendar days from the receipt of the registered mail to notify the Board of acceptance of the position or shall be treated as terminated. A copy of the termination letter will be sent to the Association President.
2. Refusal or acceptance of a position which time shall not affect a teacher's recall rights to a full time position.
3. No new teachers shall be employed by the Board while there are teachers of the district who are still eligible for recall unless the vacancy is in a teaching area of certification for which laid off teachers are not certified.
4. Changes in a teacher's certification after layoff shall not permit the teacher to be recalled by bumping.
5. Recall rights expire after three full school years beginning with year of layoff except for those holding reduced positions. Teachers holding reduced positions will retain recall rights.

to the preceding guidelines.

- G. Upon recall, sick leave benefits shall be picked up by the teacher as if not interrupted by layoff.

ARTICLE XI

Teaching Conditions and Responsibilities

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the highest 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 to teachers in the teachers' lounge. Long distance calls shall be the responsibility of the individual teacher.
- C. Teachers shall have a minimum of two $\frac{1}{2}$ days at the close of each semester to work on records.
- D. Teachers shall be informed of telephone numbers they must call before 6:45 A.M. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher or take any other necessary steps. Also, teachers are expected back the following day unless they call again.
- E. Chaperone Pay - Any teacher who provides service as a chaperone for a school related function after school hours shall be compensated financially. The function, the chaperone number and chaperone 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 building principal and obtain approval prior to allowing a resource speaker in his classroom.
- K. Lesson Plans
 - (1) All teachers shall have in their rooms a planbook 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 XII

Leave Pay

Each full time teacher in the Newaygo School System is allowed five (5) days emergency leave in case of death or serious illness in the immediate family (wife, husband, child, mother, father, sister, brother, or one who has stood in that relationship) for each occurrence. A maximum of three (3) days (non-accumulative) per year shall be allowed for attendance at the funeral service of any person whose relationship to the teacher will warrant such attendance.

Each teacher is allowed ten (10) 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 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.

Emergency sick leave for the part-time teacher shall be prorated according to the length of their employment.

Borderline cases in reference to sections A, B, and C will be left to the discretion of the Superintendent.

Each teacher shall be allowed two (2) business days per year accumulative to three (3) days. Teachers shall notify their immediate supervisor, except in cases of emergency, one day in advance of using a business day. Business days shall be 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 doctors appointments, personal legal affairs, real estate transactions, etc. Abuse of business days for recreational vacation or similar purposes, shall be cause for a written reprimand and/or loss of pay.

ARTICLE XIII

Leaves of Absence

- A. Any teacher whose illness extends beyond the period compensated under Article XII shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position or a substantially equivalent position. A doctor's statement to verify necessity of leave and ability to return to work shall be required. Return from leave shall coincide as closely as possible to a marking period. Further, if the leave encompasses 3/4 of a school year, the teacher shall not return until the following school year.
- B. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed services of the United States.

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. Maternity Leave

Teachers who become pregnant shall notify the Superintendent of their condition by the end of the sixth (6th) month of pregnancy. By the end of the seventh (7th) month of pregnancy, the teacher shall notify the Superintendent in writing of her decision to either:

1. Teach until physically unable to do so and return to her assignment as soon as possible, both as determined by the teacher's physician or;
2. Take a leave of absence to commence when the teacher is no longer able to work as determined by the teacher's physician and continue for up to the remainder of the current semester plus one additional semester, if desired.

In the event of miscarriage or death of the object child, the leave may be terminated upon the teacher's request.

Teachers relecting option (1) above may use accumulated paid leave days during their absence. The teacher shall return to work when released by her physician and shall return to her regular assignment.

Teachers electing option (2) shall upon the conclusion of leave, return to her former position. It is understood that option (2) above shall be leave without pay.

ARTICLE XIV

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.
- D. Each teacher, upon his employment or at the beginning of the school year, whichever is later, shall be appraised 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. Probationary teachers shall be given a written evaluation at least once each semester, the second evaluation to be completed at least 60 days before the end of the school year. Informal conferences will be held in the first nine weeks of school, and further, such conferences will be repeated as necessary.
- I. 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.
- J. Each teacher's evaluation shall include at the conclusion of the report, the statement:

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

ARTICLE XV

Protection of Teachers

- A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is an 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 XVI

Negotiation Procedures

It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties 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 discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

ARTICLE XVII

Grievance Procedure

- A. The Association, believing there has been an alleged violation of the provisions of this Agreement, may within twenty (20) days of knowledge of the occurrence, file a written grievance with the building principal or with the superintendent when a particular grievance arises in more than one building.
- 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 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) thinks 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 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. 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 judgement 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 XVIII

Professional Study Committees

There is hereby established a Professional Curriculum Study Committee composed of five (5) members, two (2) members selected by the Board and two (2) members selected by the Association and one (1) Administrator selected by the Administration. The Professional Study Committee shall be a clearing house for sub-committees and organized for the purpose of discussing problems arising in various fields of education. Sub-committees should be established as needed.

ARTICLE XIX

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. Nothing in this article shall require the Board to keep schools open in the event of sever inclement weather or when otherwise prevented by an act of God. When schools are closed, teachers shall not be required to report for work. Teachers shall be paid for all such periods.

ARTICLE XX

Miscellaneous

- A. This Agreement shall supersede any rules, regulations or practices of the Board 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 position 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. The employment calendars for the school year 1983-84 and 1984-85 are contained in Appendix attached to and incorporated into this Agreement.
- D. Per diem shall be defined as the teacher's annual salary, excluding any extra duty compensation, divided by 183.
- E. Retirement Policy.
 - 1. The Board shall not adopt, nor impose any policy regarding the retirement age of teachers.

ARTICLE XXI

A. 1983-84 Salary Schedule *

	<u>B.A. or B.S. plus Prov. or Perm. Certificates</u>	<u>M.A. Prov. or Perm.</u>
1.	\$14,602.27	\$15,537.98
2.	15,425.40	16,428.00
3.	16,262.40	17,332.78
4.	17,113.28	18,252.31
5.	17,978.02	19,186.61
6.	18,856.64	20,135.67
7.	19,749.13	21,099.49
8.	20,655.50	22,078.08
9.	21,575.73	23,071.42
10.	22,509.84	24,079.52
11.	23,457.82	25,102.39
12.	24,419.67	26,140.02
15. (Longevity)	25,312.16	27,103.84
20. (Longevity)	26,204.65	28,067.66

1984-85 Salary Schedule *

	<u>B.A. or B.S. plus Prov. or Perm. Certificates</u>	<u>M.A. Prov. or Perm.</u>	<u>M.A. + 15</u>
1.	\$15,186.36	\$16,159.50	\$17,195.00
2.	16,042.42	17,085.12	18,179.93
3.	16,912.90	18,026.09	19,181.20
4.	17,797.81	18,982.41	20,198.80
5.	18,697.14	19,954.08	21,232.73
6.	19,610.91	20,941.10	22,283.00
7.	20,539.10	21,943.47	23,349.61
8.	21,481.71	22,961.20	24,432.55
9.	22,438.76	23,994.27	25,531.83
10.	23,410.23	25,042.70	26,647.44
11.	24,396.13	26,106.48	27,779.39
12.	25,396.45	27,185.61	28,927.67
(Longevity)			
15.	26,324.64	28,187.98	29,994.28
20.	27,252.83	29,190.36	31,060.89

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

Longevity Steps 1983-84

1. At the beginning of the 15th year of service, the teacher shall receive an additional \$892.49 if on the B.A. or \$963.82 if on the M.A.
2. At the beginning of the 20th year of service, the teacher shall receive an additional \$1,784.98 if on the B.A. or \$1,927.64 if on the M.A.

Longevity Steps 1984-85

1. At the beginning of the 15th year of service, the teacher shall receive an additional \$928.19 if on the B.A. or \$1,002.37 if on the M.A. or \$1,066.61 if on the M.A. + 15.
2. At the beginning of the 20th year of service, the teacher shall receive an additional \$1,856.38 if on the B.A. or \$2,004.74 if on the M.A. or \$2,133.22 if on the M.A. + 15.

Final payment of salary will be made on a lump sum basis of 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 address. Those choosing this option will receive their checks every two weeks.

B. Insurance

1. The Board shall provide without cost to the teacher, MESSA's Super Med 2 protection for the teacher's entire family.
2. The Board shall provide for each teacher without cost, the MESSA Delta Dental Care Plan A (75/25) with 00-6 orthodontic rider for the teacher's entire family.
3. The Board shall provide without cost to the teacher, MESSA Full Family Vision Care Plan I.
4. The Board shall provide without cost to the teacher MESSA LTD Plan I, 50% to \$1,000.00 monthly maximum with a 90-calendar day modified fill.
5. Single teachers shall receive an additional \$15.00 per month to apply to MESSA options.
6. Those teachers who do not need health insurance may select any MESSA options up to the amount equal to the cost of such health insurance for a single subscriber.
7. Payroll deductions are available for any MESSA option.

Extra-Curricular Activities Schedule

In addition to the basic teaching salary as provided in the foregoing, there shall be paid the following percents of Step 1 of the BA/BS column.

1. Varsity Football-Basketball Coach	14.50
2. Assistant Football-Basketball Coach	9.86
3. J.V. Football-Basketball Coach	9.86
4. Assistant J.V. Football-Basketball Coach	7.54
5. Freshman Basketball Coach	6.38
6. Varsity Track-Baseball-Softball Coach	10.44
7. Assistant Varsity Track Coach	6.38
8. J.V. Baseball Coach	6.38
9. Cross Country Coach	6.96
10. Golf Coach	6.96
11. Tennis Coach	6.38
12. Middle School Intramurals-Each, Spring & Fall	2.32
13. Girls Volleyball Coach	9.86
14. 8th Grade Basketball Coach	4.64
15. Middle Track Coach	4.64
16. Varsity Cheerleading Advisor	5.22
17. Freshman Cheerleading Advisor	1.74
18. Middle School Cheerleading Advisor	2.32
19. Pom-Pom Girls Advisor	1.74
20. High School Yearbook Advisor	5.50
21. Play Director (3 Acts)	2.90
22. Play Director (1 Act)	1.74
23. Junior Class Advisor	4.06
24. Senior Class Advisor	4.06
25. Student Council Advisor-High School	1.74
26. Student Council Advisor-Middle School	1.74
27. Band Director	13.5
28. Vocal Director	3.48
29. National Honor Society Advisor	1.74
30. Middle School Year Book Advisor	2.32
31. Chaperone Pay	8.00
32. Lunch Time Duty	5.00/hour
33. Drivers Education	10.00/hour

D). Tuition Reimbursement

The board will reimburse teachers for college tuition costs beyond continuing certification requirements to the attainment of M.A. degree. Courses are to be approved by the Administration as being applicable to the teaching assignment, or which are taken pursuant to the teacher being admitted to an approved M.A. graduate degree program.

Reimbursement will be provided at the rate of \$35.00 per semester hour and \$25.00 per term hour.

Further, not more than six (6) semester hours (9 term hours) will be reimbursed by the Board per year (classes started after close of school year and completed by the end of the next school year).

The Board will not reimburse any teacher for application fees, matriculation fees, lab fees, or any costs beyond the cost of tuition.

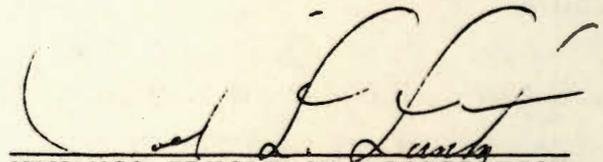
1. Tuition costs will not be paid for courses for which other grants of funding have been received.
2. Reimbursement will be made only upon proof of completion of the course work with a grade of "B" or better. This grade requirement conforms to the minimum performance expected of graduate students at accredited university graduate schools.

- E. Credit for experience outside the school system shall be determined by the Board. (Would not apply to present teaching staff.)
- F. Increments become effective September 1 of each year and advancement under the salary schedule shall be automatic as of September 1 or the beginning of the second semester, following completion of required academic or professional courses . . . adjustments made up to September 1.
- G. 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 a 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.
- H. Teachers will be placed on the M.A. + 15 schedule if course work received after the M.A. is applicable to their teaching area. Courses must be approved by the Administration by conferring with the Superintendent on their program to improve their teaching area. The Board will accept up to and including 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 of the fifteen credits to be current as of 1980.

LETTER OF UNDERSTANDING

It is agreed by the undersigned representatives of the contracting parties that Drivers' Education at the current rate of \$10.00 per hour shall be included in the extra curricular activities of the 1983-1985 Master Agreement between the parties effective at the time that the administrator currently teaching Drivers' Education relinquished that activity.


NEWAYGO PUBLIC SCHOOLS
BOARD OF EDUCATION


NEWAYGO EDUCATION ASSOCIATION

ARTICLE XXII

Duration

All Articles of this Agreement shall be effective September 1, 1983 through August 31, 1985.

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

NEWAYGO BOARD OF EDUCATION

NEWAYGO EDUCATION ASSOCIATION

by: Edward L. Hayco

Its

by: Paul L. Lang

Its

School Calendar

AUGUST

T	W	T	F
23	24	25	26
30	31		

SEPTEMBER

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

OCTOBER

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

NOVEMBER

T	W	T	F
1	2	3	4
8	9	10	11
15	16	17	18
22	23	24	25
29	30		

DECEMBER

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

JANUARY

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

FEBRUARY

T	W	T	F
	1	2	3
7	8	9	10
14	15	16	17
21	22	23	24
28	29		

MARCH

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

APRIL

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

MAY

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8	9	10	11
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22	23	24	25
29	30	31	

JUNE

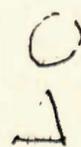
M	T	W	T	F
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4	5	6	7	8
11	12	13	14	15
18	19	20	21	22

Sep. 05	Labor Day
Nov. 24	Thanksgiving Day
Dec. 25	Christmas Day
Jan. 01	New Year's Day
Apr. 20	Good Friday
May 28	Memorial Day

- August 31 New Teachers
- September 1 Returning Teachers
- September 5 Labor Day
- September 6 First Day of School
- November 15 Deer Day
- November 9-11 Parent-Teacher Conf.
- November 24-25 Thanksgiving
- December 23 thru
- January 2 Christmas Vacation
- January 20 End of Semester
- February 17 In-Service Day
- February 20 Mid-Winter Break
- April 16-20 Spring Vacation
- May 28 Memorial Day

- September 6 First Student Day
- June 7 Last Student Day
- September 1 First Teacher Day
- June 8 1 day Last Teacher Day

180 Student Days
183 Teacher Days

 Vacation Days
Teacher Days

School Calendar

August

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

September

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

October

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

November

M	T	W	T	F
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5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

December

M	T	W	T	F
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10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

January

M	T	W	T	F
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7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

February

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	

March

M	T	W	T	F
			1	2
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

April

M	T	W	T	F
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8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

May

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

June

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

Sep. 03	Labor Day
Nov. 22	Thanksgiving Day
Dec. 25	Christmas Day
Jan. 01	New Year's Day
Apr. 05	Good Friday
May 27	Memorial Day

August 29	New Teachers
August 30	Returning Teachers
September 3	Labor Day
September 4	First Day of School
Nov. 7-9	Parent Teacher Conf.
Nov. 15	Deer Day
Nov. 22, 23	Thanksgiving Vacation
December 24 thru	Christmas Vacation
January 1	End of Semester
January 18	Inservice
February 15	Mid-Winter Break
February 18	Spring Vacation
April 5-12	Memorial Day
May 27	Last Student Day
June 6	½ day Last Teacher Day
June 7	

September 4	First Student Day
June 6	Last Student Day
August 30	First Teacher Day
June 7 ½ day	Last Teacher Day

○ Vacation Days

△ Teacher Days

