

8/30/94

MASTER
AGREEMENT

NEWAYGO COUNTY INTERMEDIATE
SCHOOL DISTRICT

AND

NEWAYGO INTERMEDIATE
EDUCATION ASSOCIATION

1993 - 1994

Newaygo County Intermediate School District

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Article 1

AGREEMENT

The Newaygo County Intermediate Board of Education, MEA-NEA, hereinafter referred to as the Board, and the Newaygo Intermediate Education Association (the identical unit, formerly entitled Newaygo County Intermediate Special Education and Special Services, Chapter of the Michigan Education Association), agree that quality education for the Newaygo County children is their mutual and primary aim. The Board and Association realize that they are mutually subject to Act 379 of Michigan Public Acts of 1965, as administered by the Michigan Employment Relations Commission.

It is also recognized by the Board and the Association that where Michigan statutory law is in conflict with the contract, or in areas not covered by the contract, that the said Michigan statutory law takes precedence. In the event that any provision of this contract shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire contract, it being the expressed intention of the parties that all other provisions shall remain in full force and effect. In the event that any provision of this contract is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

Article 2

RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining representative for all certified personnel employed by the Board having probationary or tenure status; including speech pathologists and vocational education teachers excluding therefrom all supervisory, administrative, substitute, clerical, maintenance, administrative support personnel, teacher aides and para-professionals.

School psychologists, school social workers, occupational therapists and physical therapists employed by the ISD will also be included in the bargaining unit.

The term "teacher" when used hereinafter in this master contract, shall refer to all employees represented by the Association in the bargaining unit defined above and reference to male teacher shall include reference to all teachers.

Article 3

CONTRACTS/CONTRACT LANGUAGE

1. **Written Contract:** The Board agrees to place all certified staff under written contract for 185 days. Their work calendar/schedule is to be determined by the superintendent/supervisor with input from the affected staff member upon request.

The terms of any individual contract of employment issued to any bargaining unit member shall be subordinate to and subject to the terms of this collective bargaining agreement. To the extent of any conflict between an individual contract and this collective bargaining agreement, the collective bargaining agreement shall prevail. Any individual contract may not contain any terms additional to or inconsistent with any provision of this collective bargaining agreement.

2. **Contract Language:** No part of this contract should be considered to vest any permanent right or property of any teacher. All or any of the provisions of this contract are negotiable in that they may be retained in whole or part, added to, or eliminated entirely from contract period to contract period.

Article 4

MANAGEMENT RIGHTS

It is understood and agreed that the employer retains and shall have the sole and exclusive right to manage and operate the Newaygo Intermediate School District in all its operations and activities and to establish and administer, without limitation, implied or otherwise, all matters not expressly limited by this agreement. Among the retained rights of management included by way of illustration and not by way of limitation are as follows:

1. To manage and control the school's business, the equipment, the operations and to direct the working force and affairs of the employer.

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

3. To direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work duties to employees, determine the size of the work force and to lay-off employees.

4. To determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein.
5. To adopt reasonable rules and regulations.
6. To determine the qualifications of employees, including physical conditions as they pertain to the job.
7. To determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or sub-division thereof and the relocation or closing of offices, departments, divisions or sub-divisions, buildings or other facilities.
8. To determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. To determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
10. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the employer shall not abridge any rights from employees as specifically provided for in this agreement.
11. To determine the policy affecting the selection, evaluating or training of employees providing such selection shall be based upon lawful criteria.

All such retained rights shall be exercised exclusively by the employer without prior negotiations with the association either as to the taking of action under such rights or with respect to the consequence of such action and the employer's judgement in these areas shall not be subject to challenge; provided, however, these rights shall not be exercised in violation of any specific provision of this agreement.

Article 5

DISTRIBUTION OF MASTER CONTRACT

Copies of this Master Contract will be provided by the Board for distribution to the staff and all new additional staff.

Article 6

PROFESSIONAL COMPENSATION

All certified teachers employed, shall be placed on the salary schedule. The salary schedule includes bachelors, bachelors plus 15, masters or bachelors plus 30, masters plus 15, and specialists or masters plus 30 and is attached hereto. Such schedule shall remain in effect during the term of this contract.

At the beginning of every school year, each teacher shall have the option of choosing twenty-one (21), twenty-six (26) equal pays, or 26 pays with a lump sum payment. The first pay period for the 1993-94 school year is September 10, 1993, and the 26th pay period is August 26, 1994. The first pay period for 1994-95 is September 9, 1994. Teachers electing twenty-six (26) pays may receive the last six (6) pays in one lump sum on the 21st pay period of the school year, provided that any teacher electing a lump sum payment shall notify the district prior to January 1 of a given year. Teachers hired during the school year shall elect their method of payment at the time of hiring.

ARTICLE 7

1993-94 Teacher Salary Schedule

BASE: \$26,308
STEP:

3.00% ON BASE
5.50% OF BASE

STEP	%	BA		BA+15		BA+30		MA+15		MA+30	
		(11)	%	(12)	%	MA (13)	%	(14)	%	(15)	
0	1.000	26,308	1.055	27,755	1.110	29,202	1.165	30,649	1.220	32,096	
1	1.055	27,755	1.110	29,202	1.165	30,649	1.220	32,096	1.275	33,543	
2	1.110	29,202	1.165	30,649	1.220	32,096	1.275	33,543	1.330	34,990	
3	1.165	30,649	1.220	32,096	1.275	33,543	1.330	34,990	1.385	36,437	
4	1.220	32,096	1.275	33,543	1.330	34,990	1.385	36,437	1.440	37,884	
5	1.275	33,543	1.330	34,990	1.385	36,437	1.440	37,884	1.495	39,330	
6	1.330	34,990	1.385	36,437	1.440	37,884	1.495	39,330	1.550	40,777	
7	1.385	36,437	1.440	37,884	1.495	39,330	1.550	40,777	1.605	42,224	
8	1.440	37,884	1.495	39,330	1.550	40,777	1.605	42,224	1.660	43,671	
9	1.495	39,330	1.550	40,777	1.605	42,224	1.660	43,671	1.715	45,118	
10	1.550	40,777	1.605	42,224	1.660	43,671	1.715	45,118	1.770	46,565	
11	1.605	42,224	1.660	43,671	1.715	45,118	1.770	46,565	1.825	48,012	
12	1.660	43,671	1.715	45,118	1.770	46,565	1.825	48,012	1.880	49,459	
13	1.660	43,671	1.715	45,118	1.770	46,565	1.825	48,012	1.880	49,459	
14	1.660	43,671	1.715	45,118	1.770	46,565	1.825	48,012	1.880	49,459	
15	1.660	44,271	1.715	45,718	1.770	47,765	1.825	49,212	1.880	50,759	
16	1.660	44,271	1.715	45,718	1.770	47,765	1.825	49,212	1.880	50,759	
17	1.660	44,271	1.715	45,718	1.770	47,765	1.825	49,212	1.880	50,759	
18	1.660	44,271	1.715	45,718	1.770	47,765	1.825	49,212	1.880	50,759	
19	1.660	44,271	1.715	45,718	1.770	47,765	1.825	49,212	1.880	50,759	
20	1.660	44,671	1.715	46,118	1.770	48,165	1.825	49,612	1.880	51,159	
21	1.660	44,671	1.715	46,118	1.770	48,165	1.825	49,612	1.880	51,159	
22	1.660	44,671	1.715	46,118	1.770	48,165	1.825	49,612	1.880	51,159	
23	1.660	44,671	1.715	46,118	1.770	48,165	1.825	49,612	1.880	51,159	
24	1.660	44,671	1.715	46,118	1.770	48,165	1.825	49,612	1.880	51,159	
25	1.660	44,871	1.715	46,318	1.770	48,565	1.825	50,012	1.880	51,559	
26	1.660	44,871	1.715	46,318	1.770	48,565	1.825	50,012	1.880	51,559	
27	1.660	44,871	1.715	46,318	1.770	48,565	1.825	50,012	1.880	51,559	
28	1.660	44,871	1.715	46,318	1.770	48,565	1.825	50,012	1.880	51,559	
29	1.660	44,871	1.715	46,318	1.770	48,565	1.825	50,012	1.880	51,559	
30	1.660	44,871	1.715	46,318	1.770	48,565	1.825	50,012	1.880	51,559	
LEVEL I (15 YRS)		600		600		1,200		1,200		1,300	
LEVEL II (20 YRS)		1,000		1,000		1,600		1,600		1,700	
LEVEL III (25 YRS)		1,200		1,200		2,000		2,000		2,100	

LONGEVITY FACTORS ARE BUILT INTO THE SCHEDULE.
VERTICAL MOVEMENT IS AUTOMATIC FOR EACH YEAR WORKED.

Article 8

PLACEMENT ON SALARY SCHEDULE

All teachers shall be placed on the salary schedule according to the following:

- A. Newly-hired teachers (i.e., teachers, generic sense, see Recognition) will be placed on the salary schedule as determined by the administration. For vocational-certified staff members, a minimum of two years work experience is required for annual authorization.
- B. All new teachers shall receive a written statement, explaining hiree's placement on the salary schedule. The statement shall be signed by the teacher and the superintendent.
- C. Board will notify Association of name, address, and telephone number of newly-hired employee in bargaining unit.

Article 9

CONTRACT EXTENSION AND SALARY COMPUTATION

- A. Extended length of contract, as required by State law, shall be computed by dividing the contract salary by one hundred eight-five (185), and multiplying by number of extended school days. This amount equals the addition to contract.

EXAMPLE: $\$25,000 \div 185 \times 50$ (additional days) = \$6,757.00.
New contract would be \$31,757.00.

In the event student contact time is less than five (5) hours per day, the amount of the contract may be reduced by the same pro rata portion of the normal per diem. Planning time and lunch may also be reduced by the same pro rata portion.

- B. Changes in working conditions or salary shall be handled through negotiations between the Board negotiators and Association negotiators.

- C. Adult Education -

The Salary and fringe benefits for the Adult Education program, does not come under Section A., extended length of contract. An hourly rate of \$19.00 will be paid to teachers of these positions.

The position shall be posted at the Career-Tech Center for five (5) days and be offered first to the staff person teaching the position, then to other intermediate school district staff certified or qualified in the area. Application shall be by status form. If the position is refused by the above staff persons, the position may be open to others, at a pay rate not to exceed those set in this article.

D. Enrichment Classes and Summer Programs -

Career-Tech Center Instructors will be given first consideration to teach enrichment and summer classes when a significant portion of their enrichment curriculum is contained in the instructor's regular instructional program. If not, the administration may select the most qualified ISD Staff or other individual who requests consideration to teach the class. Class description summaries shall be posted at the Career-Tech Center for five (5) working days to give ISD Staff time to inquire and apply to be the instructor. Application shall be by status form. Pay will be as described in Article 9C.

E. Customized Classes -

When a customer requests that a customized class be taught, a summary describing the class instructional requirements will be posted at the Career-Tech Center for five (5) working days to give the ISD Staff time to inquire. If interested they may apply on a status form and include their qualifications and requested rate of pay. The customer will decide who will be selected to be the instructor.

F. Either inability or refusal of the teacher to extend his school year beyond the normal 185 days, an extension other than those required by State law, shall in no way affect the status of his employment. Computation of these extensions shall be at the above minimum.

G. Each teacher whose normal contract is an extended contract, shall have the option once each four (4) years of not working the summer or working half of the summer contract extension. The teacher wishing to select this option shall notify the superintendent of such intent by March 1 previous to the school year involved. Only one teacher within the SMI program or Cosmetology Program may exercise this option during a given year.

H. All certified teachers who are advisors to organizations such as the Distributive Education Clubs of America (DECA), Vocational Education Clubs of America (VICA), etc., shall be paid in addition to their regular professional compensation, \$500. Advisory positions to student organizations shall not be mandatory, but shall be with the consent of the teacher. The administration shall determine all club advisors and shall develop minimum requirements to establish a club under this section of the contract for reimbursement.

Article 10

ADVANCEMENT ON THE SALARY SCHEDULE

Teachers shall receive advancement in level due to completion of courses at the opening of school and at the mid-point of the school year. Proof of credit must be provided before the mid-point of the school year. A mid-point increase would be based upon one-half of the contractual salary. The mid-point of the school year would be defined as the ninety-second day of school.

Article 11

MILEAGE

Reimbursement mileage shall be computed as follows:

A. Teachers shall be reimbursed for mileage as follows: Every teacher shall start logging reimbursable mileage from the teacher's office location or from the teacher's first assignment, as established by teacher and employer.

B. Those who are employed by the Newaygo County Intermediate School District to serve both Newaygo and other intermediate school districts are exceptions to Paragraph A above. These teachers shall be paid mileage from their home to the second county assignment less a base mileage from home to office and return as established by teacher and employer.

Article 12

MILEAGE PAYMENT

Teachers who travel by car in the performance of their duties shall be reimbursed at the IRS allowable rate.

Article 13

INSURANCE PROTECTION

Upon application by the teacher, the Board shall provide to each teacher the following MESSA-PAK insurance coverages:

Plan A

A. SUPER CARE I: Deductibles for health and prescriptions are reimbursable semi-annually by the Board upon submission of paid receipts by January 1 and July 1. Medical bills should first be submitted to MESSA to verify deductible status.

B. MESSA Long-Term Disability Insurance for each full-time teacher. Benefits shall begin upon expiration of thirty (30) calendar days or accumulated sick leave, whichever is greater, and include the following:

1. Monthly benefit of 66-2/3% of contractual salary to a maximum of \$4,000 to Age 64 for sickness or accident.
2. No exclusion on mental/nervous condition.
3. No exclusion on alcoholism/drug addictions.
4. Social Security freeze.
5. Three-year regular occupation waiver.
6. Cost of living.

C. \$50,000 MESSA Term Life Insurance protection (including health benefit) to be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.

D. Full family MESSA VSP-3 Vision Care Plan.

E. Full family MESSA/Delta Dental Plan - Auto + 008 orthodontic rider and extra cleaning and \$1,500 on Class I & II.

Plan B

Coverages B,C,D,E same as Plan A plus the following amount for MESSA/MEFSA tax-free options and annuities: The base rate for the annuities shall be \$150 per month.

Plan A is for those employees needing health insurance. Plan B is for those employees who do not need health insurance.

When two members from the same family (husband & wife) are teachers, one will be enrolled in Plan A and one will be enrolled in Plan B.

Teachers, who through other sources, have health care protection (proof of medical insurance must be provided), will be enrolled in Plan B.

Insurance coverage will be provided from October 1 through September 30, annually.

Article 14

WORKER'S COMPENSATION

The Board shall pay the difference between worker's compensation payments and the teacher's pro-rated contract salary, not to exceed available leave time, in all compensable

cases where the teacher is not able to continue to work. These days shall be charged on a prorata basis against vacation or sick leave. The employee may borrow up to ten additional days from the sick bank if approved by the bank committee.

Article 15

PROTECTION OF TEACHERS

The Board will reimburse teachers for any loss, damage, or destruction of personal property of the teacher, used in teaching and approved for use in writing by the superintendent in advance, provided that such injury to property occurs while the said teacher is on duty in the school or on the school premises, and further providing that such property is not covered by other insurance.

Motor vehicles and/or contents thereof are exempted from the protection of this provision. Special exceptions to this exemption may be permitted by mutual agreement.

Article 16

TRAINING

Training will be reimbursed at the rate of seventy-five (75) percent of the cost of tuition or registration fees. All training and/or refinement of skills must be approved in advance of training by the superintendent, at which time expenses shall be determined.

Skills training, other than accredited courses, can be substituted for a maximum of six (6) semester credits of the fifteen (15) semester credit required to reach each horizontal level superior to that certified or approved at initial employment. For this type of training, one (1) semester credit shall be awarded for each twenty (20) hours of skill training.

The superintendent is designated to approve specialized training. Teachers receiving wages for training shall not receive credit. This shall be the only exception to moving horizontally on the salary schedule within an academic degree.

Article 17

SICK LEAVE

Sick leave shall be granted to each teacher holding an employment contract on the basis of ten (10) days per year accumulative to 150 days, except one (1) day additional shall be granted per each eighteen (18) work days or major portion thereof for teachers employed on extended contracts. The appropriate number of days shall be added on the first day of each academic year, except as to staff added during the academic year who will be credited with prorata portion, one day per month. Days in excess of 150 may be deposited in the

group sick bank for half credit for that employee up to a maximum of five (5) days. These extra days will be given to that employee when all personal sick leave is exhausted.

Teachers may join a group sick bank by donating one sick day to the bank by October 1st of 1993 or within one month of employment. A member of the bank may borrow up to 30 days when approved by the committee designated to regulate the bank. The committee shall be made up of the association president, the superintendent and a member of the bank selected annually by the two standing members, one being from special education and one being from career-technical education. Borrowed days will be repaid to the bank at a rate of at least six per year or 20%, whichever is less, by a paper transfer by the business office.

Sick leave shall be allowed for the illness/disability of a teacher when the teacher's illness or disability is such that he/she is unable to satisfactorily perform normal job duties or when his/her presence at work would endanger the health of others; or for the illness/disability of teacher's spouse or dependent child. Disability associated with pregnancy, miscarriage, abortion, or childbirth shall be treated as any other disability.

Any teacher required to be absent from work because of Newaygo County Intermediate School District (or any other school to which the teacher is properly assigned) school contracted scabies, pink eye, impetigo, lice, or ringworm, as diagnosed in writing by a licensed physician, shall suffer no diminution of compensation and shall not be charged with sick leave until the sixth (6th) day of the illness.

The Board or superintendent reserves the right to require a doctor certificate or other document, as deemed appropriate when there is reasonable basis to believe that an abuse of sick leave may exist.

With the cooperation of the superintendent, suitable forms for recording of sick leave shall be established. A book containing the open records of leave as accrued will be placed in the accounting office and will be available to all teachers upon request. It shall be the individual teacher's responsibility to verify his/her individual leave records annually on a form provided. Medical appointments may be charged to sick leave or personal leave.

Article 18

CHILD CARE LEAVE

A leave of absence without pay for up to one (1) year, shall be granted to any teacher for the purpose of child care, if requested at least two (2) months in advance of the beginning date of the leave. The Family and Medical Leave Act provisions shall be used at the beginning of the child care leave, if appropriate. The beginning and ending date of the leave shall correspond with the beginning/end of a semester. Upon expiration of the leave, the teacher shall return to his/her regular assignment.

Article 19

HOSPITAL LEAVE

Hospital leave shall be granted to each teacher holding an employment contract, on the basis of ten (10) days per year, non- accumulative. The leave will be used only while the teacher is confined to the hospital. The leave does not include any procedures treated on an outpatient basis.

Article 20

BEREAVEMENT LEAVE

With the approval of the superintendent each teacher shall be granted up to six (6) days emergency leave in the event of the death of the teacher's spouse, children, parents, spouse's parents, brother, sister, grandparents, spouse's grandparents, grandchild, brother-in-law or sister-in-law.

A maximum of six (6) days may be used under this article. Upon approval of the superintendent, additional days may be charged against personal or sick leave.

Article 21

PERSONAL LEAVE

- A. Each teacher shall be granted up to two (2) days leave. Use to extend a holiday, vacation or deer day must be listed and approved by the superintendent. Reason for all other leaves need not be listed on the application.
- B. Application for personal leave shall be made at least 48 hours before taking such leave (except in case of emergencies).
- C. Any unused portion of the personal leave shall be added to the teachers' sick leave bank at the end of the school year.

Article 22

SABBATICAL LEAVE

After seven (7) years of employment, a teacher shall be eligible for sabbatical leave of one (1) year without loss of sick leave accumulated at time of leave. The teacher shall be reinstated upon return at the same salary step to which the teacher was entitled at the time of

commencement of the leave. The teacher shall also receive one-half (1/2) leaving pay schedule and one-half (1/2) fringe benefits for the one-year leave. This provision shall be limited to one teacher in any one year as selected by the Board upon recommendation of the superintendent. Any teacher requesting a sabbatical leave shall file with his application a brief statement as to the studies and/or travel said teacher anticipated during the one-year leave. In order to be entitled to the above referenced salary and fringe benefits, said purpose(s) shall be related to educational studies and/or advancement in the teacher's educational area of discipline. The right of reinstatement is conditioned upon the teacher giving written notice to the Board of intent to return sixty (60) days prior to the anniversary of the effective date of the commencement of the sabbatical leave.

The teacher receiving the sabbatical leave must agree to return to work for the NCISD for three school years. Failure to return for three years, the teacher agrees to reimburse to the board 1/3 of the sabbatical salary and fringe benefits for each year not served. The board will pay for 75% of tuition only for the summer sessions.

The granting of a sabbatical leave shall be at the discretion of the Board of Education, however, a denial of sabbatical leave shall only be for cause and the reasons for the denial shall be provided in writing.

Article 23

OTHER LEAVE

A. Leave of absence with pay chargeable against sick leave may be granted in other circumstances as approved by the superintendent (e.g. marriage leave, extend bereavement or care of non-household relatives).

B. A bargaining unit member who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to the start of the next semester. The leave shall be renewed each semester upon written request by the bargaining unit member. This leave shall not be extended for more than three (3) years. After the expiration of sick leave, the employer shall continue to provide, without cost to the teacher, the benefits listed in Article 13 of this agreement for a twelve-month period.

C. An unpaid leave of absence may be granted upon approval of the superintendent. The superintendent's decision can not be appealed beyond the board level. This section shall not restrict granting unpaid leaves as required by law, i.e Family & Medical Leave Act of 1992.

Article 24

CONFERENCE LEAVE

Teachers shall be permitted released time for professional meetings, funds permitting, according to the following conditions: Teachers must submit request to attend the professional conference to their immediate supervisor who will approve days or disapprove the request within ten (10) working days of its submittal. In the request, the nature of the activity, its duration, and total expense money required must be stated. The superintendent or designee approval must be granted before the activity is attended. As a matter of principle, it is agreed that these professional meetings and conferences are important to the professional growth of the teacher.

Article 25

ASSOCIATION BUSINESS LEAVE DAYS

At the beginning of every school year, the Association shall be credited with ten (10) days to be used by teachers who are officers or agents of the Association; such use to be at the discretion of the Association. The Association president shall request in writing of the building principal or supervisor of staff, requesting to be released for Association business at least two (2) days prior to such leave. The leave may be refused if the staff member has work obligations that cannot be rescheduled. No staff member may request more than three days for such leave during the school year, except the Association president, who may request up to five days. The Association agrees to reimburse the School Board for the cost of a substitute if one is hired to fill the vacancy for this leave period.

Article 26

WORKING DAY

It is agreed that the teacher's work day shall be a period of seven (7) hours (which shall be continuous under normal conditions) of which one-half (1/2) hour will be a lunch period. The scheduled starting time may vary from assignment to assignment.

Article 27

SCHOOL CLOSURE/MAKE-UP DAYS

If an ISD building is closed due to an "Act of God" or mechanical failure, staff assigned to the building need not report to work or stay at work for that portion of that day. For all such days teachers shall be compensated at their regular per diem rate. Itinerant staff shall work as scheduled at a local building if open. If itinerant staff are scheduled to work at a local building that is closed, they may work at home for that portion of the day.

Make-up days for staff following the Career-Tech Center calendar shall be subject to the following provisions:

1. The first two days of make-up shall be the two days specified in the State Aid Act as "Act of God" days.
2. Shall utilize to the extent possible scheduled in-service and teacher work days.
3. After the utilization of all available days from the 185-day calendar, the Career-Tech Center calendar shall not include additional make-up days unless there is a legal obligation to do so or all five local school districts operate in a make-up capacity in which case the Career-Tech Center shall operate.

Article 28

JOB DESCRIPTION

The Board shall provide each teacher, within 30 days of employment, with a job description containing all duties and responsibilities of the position. The description may be developed in cooperation with representatives of each area.

It is expressly understood that each teacher was hired for a specific position, specific in job title and geographic location. No bargaining unit member's specific position or job description will be changed without prior consultation with the affected bargaining unit member and the Association. Such consultation shall occur immediately upon the inception of such changes by the Board.

Article 29

CLASS MAKE-UP/CLASS SIZE

The class size and make-up will be directed by state law rules and regulations.

Article 30

SUBSTITUTES

The Board shall make a reasonable attempt to obtain qualified substitutes each time a teacher is absent on a day that he has classroom duties. The Board will periodically update the substitute list and attempt to increase the list through appropriate means, including mass media advertisement.

Each teacher shall prepare a contingent lesson plan to be used by substitutes in the event of the teacher's absence. For Career-Tech Center teachers, these contingent lesson plans

shall include the lab setting and classroom setting. Teachers will cooperate with administrators in developing lesson plans during extended absences.

Teachers may be assigned to supervise an absent teacher's classroom. In the event that it is necessary to assign another teacher to cover an absent teacher's classroom, the administrator will discuss the situation with the teacher to determine what activities the teacher has scheduled for the day that can be rescheduled. This assignment shall be utilized only in an emergency situation, and the teacher's work load shall be adjusted to avoid a person having to assume "double duty" during a work day.

In no event shall any teacher be assigned to supervise an absent teacher's classroom more than two (2) days per school year. For purposes of this article, "day" shall be defined as three (3) or more clock hours. Less than three (3) clock hours shall be counted as a half day. In the event that a classroom teacher should be substituting for an absent teacher while maintaining their current classroom, he/she will receive one-half the standard substitute pay.

Article 31

EARLY RETIREMENT/SEVERANCE

A teacher who has acquired at least twenty-five (25) years of service in the Michigan Public School Employees Retirement Systems (MPSERS) and has worked for the Newaygo ISD for at least ten (10) continuous years shall be eligible for one of the following retirement incentives. Ninety (90) days notice must be given to the board for early retirement incentives.

- A. \$30,000 payable to a teacher who agrees to purchase at least three years of MPSERS service and retires that many years in advance of their first retirement eligibility date. Retirement must be by the end of the semester where their first eligibility date falls. The teacher must submit a billing statement or paid receipt from MPSERS to verify the purchase of at least three (3) years.
- B. \$20,000 payable to a teacher who retires at their first eligibility date. Retirement must be by the end of the semester where their first eligibility date falls. A window of one semester will be open to all current employees who have passed their first eligibility date. They must therefore retire by the end of the semester in January 1994 to be eligible.
- C. \$10,000 of severance will be paid to any teacher who retires past the semester of their first eligibility date and has worked at least ten (10) years for the Newaygo County Intermediate School District and did not qualify for the payments described above.

- D. In the event that this provision is found to be illegal by a court or administrative body having jurisdiction, all illegal provisions of this article shall be canceled. Existing retirees shall continue to be covered as to the extent permitted.
- E. All applicable taxes shall be deducted from any payments made under the provisions of this article.
- F. All provisions of this article terminate if the employee accepts any position not considered legally allowable under the MPSERS.

Article 32

VACANCIES AND PROMOTIONS

- A. Whenever any vacancy in any professional position within the bargaining unit in the district shall occur, the Board shall publicize the same by giving notice of such vacancy to the Association. (Any qualified present employee may apply for such vacancy.) It is agreed by the parties that in filling such vacancies, the question of professional qualifications and benefits to the students receiving the services will be of primary consideration.
- B. Whenever a vacancy in any less than a full-time bargaining position has been posted and no acceptable outside candidates apply, the Board may contract for such a position for the remainder of that school year, provided that any laid-off bargaining unit member certified for the position has been offered the position. It is expressly understood that such position shall be posted and an effort to fill the vacancy be made on an annual basis.

Further, any employee applicant not awarded the vacancy shall receive, in writing, the specific reasons he/she was not awarded the vacancy. An applicant shall not be denied a vacancy without cause.
- C. Any vacancy occurring after the opening day of a school year may be filled on a temporary basis provided the district is unable to employ a suitable permanent replacement as determined by the Board of Education or the superintendent of schools. The term "vacancy" shall include both permanent vacancies (such as those created by resignation or death of a teacher) and temporary vacancies (such as those created by an extended illness, leave of absence or other limited duration). If after continued, reasonable efforts, the Board is unable to fill the vacancy during the semester in which it occurs, the Board may retain the temporary employee for the semester immediately thereafter.

Persons employed on a temporary basis to fill a specific vacancy may be issued a "contract of temporary employment" in accordance with the terms of this master agreement but shall not be members of the bargaining unit nor be subject to the terms of

this master collective bargaining agreement at any time during the duration of their period of temporary service. After sixty (60) days of service, such temporary employees shall be subject to the provisions of the "Salary Schedule" of Article 7, Article 13 (Insurance Protection) and Article 40 (Financial Responsibility) of master collective bargaining agreement.

D. The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit will not be substantially altered, without prior consultation with the Association.

F. In any case of a subcontract, a laid-off employee who is certified in the area to be subcontracted shall be offered the contract prior to offering the contract to an outside party.

Article 33

LAYOFF AND RECALL PROCEDURE

In the event that the Board determines it necessary to reduce staff due to a reduction in revenue, a reduction/change in curriculum and education program and/or reduction in enrollment, the following shall be followed:

A. Teachers subject to layoff for the subsequent school year shall be notified of such layoff in writing by May 15 of the current school year.

B. In the event of a significant reduction in revenue which restricts the district's ability to maintain present programs or services and/or state/federal mandated program changes, teachers may be laid off, provided they receive notice 60 calendar days prior to the effective date of the layoff.

C. The teacher(s) in the specific position(s) being reduced or eliminated, shall be the teacher(s) notified of layoff. A teacher notified of layoff shall have the right to displace another member of the bargaining unit who is the least senior teacher within the teacher's job area or any job in which the teacher has previously served in the district. Job area shall be defined as any area in which the teacher is certified or was assigned and assumed the total responsibilities of the position. The Association and Board shall mutually establish the job areas, which shall be incorporated into this agreement and designated on the seniority list.

D. Seniority shall be computed from the last date of hire* and shall be defined to mean the amount of time continuously employed as a member of the bargaining unit. Time spent on leave or on layoff shall not be construed as a break in continuous service and seniority shall continue to accrue. The district shall prepare and present to the Association, a current seniority list of bargaining unit members prior to October 15th of each year. Accompanying the names of each teacher on the list shall be the date of last hire, each teacher's

certification, and job area. No person, other than a member of the bargaining unit, shall possess, retain or accrue seniority within the bargaining unit. Corrections must be filed with the superintendent by November 15.

E. Teachers on layoff shall be recalled in inverse order of layoff as vacancies occur within their job area seniority.

F. In the event of a tie in the last date and certification a person will be placed in alphabetical order by last name; "a" being highest in order.

G. The Board shall give written notice of recall from layoff by sending a certified letter to the teacher, with a copy sent to the Association president. The teacher shall respond to the notice of recall within fifteen (15) calendar days of receipt. Refusal or acceptance of a position that is less than full time shall not affect a teacher's recall rights to a full-time position.

H. No new teachers shall be employed by the Board while there are teachers of the district who are laid off unless there are no laid-off teachers who have job area seniority to fill the vacancy.

I. Teachers laid off, who are re-employed by another school prior to recall, shall submit written rejection of proposed release to preserve their seniority and recall rights for the remainder of the intermediate school year.

J. It shall be the responsibility of the teacher to maintain a current address with the school district.

K. A teacher on layoff shall retain recall rights for the number of years of seniority in the district, not to exceed five years.

*Date of hire is defined as the first date in a job assignment after posting an approval by the superintendent.

Article 34

REPRIMANDS

Oral criticism or oral reprimands of staff before a member of the public, other staff or student by administration, shall be subject to review under the grievance procedure at the option of the allegedly unreasonably criticized or reprimanded staff member.

Article 35

PROFESSIONAL GRIEVANCE PROCEDURE

A claim by a teacher of the Association that there has been a violation, misinterpretation or misapplication of any provision of this contract, policy or regulation of the Board, relating to wages, hours, terms or conditions of employment, may be processed as a grievance as hereinafter provided.

In the event that a teacher believes that there is a basis for a grievance, he shall first discuss the alleged grievance with his immediate supervisor either personally or accompanied by his Association representative.

If, as a result of the informal discussion with the immediate supervisor, a grievance still exists, he may invoke the formal grievance procedure through written form signed by the grievant and a representative of the Association, which form shall be available from the Association representative.

In order to invoke the formal grievance procedure, the written grievance as required herein shall meet all of the following conditions:

- A. It shall be signed by the grievant or grievants;
- B. It shall contain a specific synopsis of the facts giving rise to the alleged violation;
- C. It shall cite the section or subsections of this contract, policy or regulation of the Board, relating to wages, hours, terms or conditions of employment alleged to have been violated;
- D. It shall contain the date of the alleged violation;
- E. It shall specify the relief requested;
- F. It shall be filed within 15 work days of the alleged violation, misinterpretation or misapplication.

A copy of the grievance form shall be delivered to the immediate supervisor. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him. Within five (5) work days of receipt of the grievance, the supervisor shall meet with the Association in an effort to resolve the grievance. The supervisor shall indicate his disposition of the grievance in writing within five (5) work days of such meeting, and shall furnish a copy thereof to the Association.

If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) work days of such meeting (or ten work days from the date of filing, whichever shall be later), the grievance shall be transmitted to the superintendent. Such transmission to the superintendent shall occur not later than fifteen (15) work days from and after date of filing. Within seven (7) work days, the superintendent or his designee shall meet with the Association on the grievance and shall

indicate his disposition of the grievance in writing within five (5) work days of such meeting, and shall furnish a copy thereof to the Association.

If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within five (5) work days of such meeting (or ten work days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof. Such transmission to the Board shall occur not later than fifteen (15) work days from and after date of filing with the superintendent. The Board no later than its next meeting or within ten (10) work days, whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) work days thereafter. A copy of such disposition shall be furnished to the Association.

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, within fifteen (15) work days the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) work days from the notification date that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding.

The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this contract.

Grievances involving the dismissal of any probationary teacher, except those under contract during 1992-93 may not be processed through the grievance arbitration procedure contained in this Article. Teachers statutorily ineligible for tenure will be subject to the same probationary period as provided in the Tenure Act (i.e., A person with four or more years of experience in another Michigan Public School will serve a two-year probationary period. All others will serve a four-year probationary period). All other grievances of teachers not within the subject matter jurisdiction of the Teacher Tenure Act shall be subject to this grievance procedure. Complaint of teachers subject to the jurisdiction of the Teacher Tenure Act involving dismissal or loss of professional advantage contemplated under the Teacher Tenure Act, shall be dealt with under the provisions of the Teacher Tenure Act and shall not be subject to this grievance procedure.

Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties.

Tenured teachers (or other bargaining unit members not eligible for statutory tenure but who have satisfactorily served the ISD for a length of time commensurate with the

probationary interval contained in the Tenure Act) may not be discharged or disciplined (which may result in reduction in rank or compensation or deprivation of professional advantage unless the administration shows just cause. Discipline shall include reprimands for inclusion in the teacher's file. If the disciplinary action of the Board improperly deprives the teacher of any salary or fringe benefit, the teacher shall receive the same or its equivalent in money.

The time limits provided in this contract shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to either party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

The Board and the Association mutually agree to expedite the arbitration process by request to their respective legal counsel.

If either party cancels or postpones a scheduled arbitration hearing and a cost is incurred, the canceling party shall pay the total service charge. In the event, the parties mutually agree to postpone or cancel an arbitration hearing, any fees shall be shared equally by both parties.

Notwithstanding the expiration of this contract, any claim or grievance arising thereunder may be processed through the grievance procedure until resolved.

Article 36

USE OF FACILITIES AND EQUIPMENT FOR ASSOCIATION BUSINESS

The Association shall have the right to use school facilities and office equipment outside of regularly scheduled school hours. The use of said equipment shall be at such reasonable cost of all materials, labor and supplies incidental to such use and further, the Association agrees to pay for any damages to said equipment incidental to Association use. The Association shall request, in writing to the building administrator, the use of any facilities.

Article 37

CAUCUS MEETINGS

The administration will meet with up to three representatives of the Association bimonthly during the duration of the contract. The meetings will be scheduled and commence by the third Wednesday of September. If either the Board or Association representatives feel that a meeting other than the scheduled meetings are necessary, then upon forty-eight (48) hours notice by either party, a special meeting may be scheduled.

Each party shall present to the other an agenda of the matters to be discussed at either regular or special meetings at least forty-eight (48) hours prior to such meeting. No other matters shall be discussed during such meetings, except those on the agenda, without the mutual agreement of the parties.

Article 38

BUDGET AND TAX INFORMATION

The Association, upon request, shall be duly advised by the Board of the fiscal budgetary and tax programs affecting the district.

Article 39

REORGANIZATION

In the event that this district shall be combined with one or more districts, the Board will recommend in writing the continued recognition of the Association and the continued employment of its members in such districts.

Article 40

FINANCIAL RESPONSIBILITY AND PAYROLL DEDUCTIONS

- A.(1) Each bargaining unit member shall, as a condition of employment, (a) within thirty (30) calendar days of the beginning of their employment or by October 1, 1993, whichever is later, have joined the association and authorized deduction of membership dues pursuant to section 6-c, or (b) 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; MSA 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. Before initiating involuntary payroll deductions, the board will offer a due process hearing to the employee to hear their claim(s). 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. Moneys so deducted shall be remitted to the association, or its designee, no later than thirty (30) days following deduction.

- (2) 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-association 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 there, 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 section shall be subject to the grievance procedure set forth in this agreement, or any other administrative or judicial procedure.
- B. The Board shall deduct from the pay of each bargaining unit member from whom it receives authorization to do so, the required amount for the payment of dues or service fees. Such dues or fees, accompanied by a list of bargaining unit members from whom they have been deducted and the amount deducted from each, shall be forwarded to the Association no later than thirty (30) calendar days after the deductions were made.
- C. The Board shall deduct from the pay of each bargaining unit member from whom it received authorization to do so and make appropriate remittance for annuities, credit union, savings bonds, charitable donation, or any other plans or programs jointly approved by the Board and the Association.
- D. The Association agrees to indemnify and save the Board and its agents harmless, against any and all claims, demands, suits, or other forms of liability which may arise out or in compliance with the Association Security provisions of this agreement or in reliance upon a payroll deduction authorization forwarded to the Board pursuant to the payroll deduction provision of this agreement. In addition, the Association shall provide legal counsel at its expense to defend the Board on its agents in any and all claims, demands, suits, or actions arising out of this article. The Association agrees that it will not claim the indemnity as void or unenforceable if any proceedings occur.

Article 41

NEGOTIATIONS

Either party desirous of opening negotiations in regard to the master contract for the next succeeding year may give notice thereof during the month of March preceding the expiration of this agreement.

In negotiations, no control shall be exercised by either party over the selection of the negotiating or bargaining representatives of the other party.

Article 42

TEACHER EVALUATIONS

A. Formal: The Board has the right and responsibility to conduct teacher evaluations, which shall be conducted by the administration, to include, but not by way of limitation, the following criteria:

1. Knowledge of subject matter.
2. Techniques of instruction.
3. Pupil management.
4. Relationship with pupils, parents and professional colleagues.

Such evaluations shall be conducted in a fair and reasonable manner. An equal representative committee of teachers and administrators shall function in adopting or changing the evaluation procedure.

Probationary teachers shall be evaluated at least two times each year. The first evaluation to be completed by December 1.

B. Informal: In place of formal evaluation a tenured teacher may request to develop a self-development plan in cooperation with a supervisor. If approved, an annual self-development plan summary will be placed in the personnel file, but it shall not be used for disciplinary purposes.

Article 43

STATEMENT OF MUTUAL CONSENT

The parties agree and genuinely intend that they shall each, to the best of their respective abilities and authority, fairly, reasonably and uniformly apply the language of this Agreement. Any difficulties or departures from this commitment shall be promptly brought to the attention of the superintendent and the association president who shall both exact positive efforts to resolve any problems.

Article 44

SMOKING/CHEWING OF TOBACCO

In consideration of the health and welfare of all employees, smoking or chewing of tobacco of any kind will not be allowed in any building or vehicle owned by the Board of Education.

Article 45

DECENTRALIZATION

Prior to the transfer of any program involving instructional services or other professional services to constituent districts, the Newaygo County Intermediate School District shall negotiate the terms and effects of such a transfer with the Association. Upon resignation a severance payment of \$200 for each year of service to the isd beyond five years will be paid to employees transferred due to decentralization. The sum per individual shall not exceed \$2,000.

Article 46

DURATION OF CONTRACT

This contract shall become effective August 21, 1993, and shall expire on August 20, 1994.

NEWAYGO COUNTY INTERMEDIATE BOARD OF EDUCATION

By: _____ President

By: _____ Secretary

NEWAYGO INTERMEDIATE EDUCATION ASSOCIATION, MEA-NEA

By: _____ President

By: _____ Chief Negotiator