

3623

6/30/97

# MASTER AGREEMENT

**NORTHWEST BOARD OF  
EDUCATION**

**and**

**JACKSON COUNTY  
EDUCATION ASSOCIATION**

**and its affiliate**

**NORTHWEST EDUCATION  
ASSOCIATION**

**July 1, 1994 — June 30, 1997**

*Northwest School District*





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## **INTRODUCTION**

This Agreement entered into this 14th day of December, 1994 by and between the Northwest School District of Jackson County, Michigan, hereinafter called the "Board," and the Jackson County Education Association, hereinafter called the "Association."

## **WITNESSETH**

Whereas, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, 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 have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE I** **RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive and sole representative for all professional employees employed by the Northwest Board of Education, including full time certified adult education teachers who teach credit courses, but excluding per diem employees, teacher aides, supervisors, and adult and community education coordinator. The term "teacher" when used hereinafter in this 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.
- C. For the purposes of the contract, substitutes shall be placed under contract or letter of agreement and shall be covered by this document when their employment in one (1) position exceeds eleven (11) weeks.
- D. Those professional employees employed by the Northwest Board of Education whose employment begins and ends with the summer session will not be extended certain fringe benefits granted to all other professional employees of

the Board through this Agreement. Those certain fringe benefits being described in the following Articles of this Agreement: Article V; Article VI, C-2-F; Article VI, D-4; Article VIII, D; Article IX; Article X, E.

## **ARTICLE II ASSOCIATION RIGHTS**

- A. The Association and its respective affiliate, the Northwest Education Association, hereinafter referred to as the "NWEA" may use the school buildings for meetings if prior approval is obtained from the Director of Transportation, Building and Grounds at least twenty-four (24) hours in advance. Established building use policies will prevail.
- B. Duly authorized representatives of the Association and their respective affiliate, the NWEA, shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations.
- C. The NWEA shall have the right to use school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all said equipment.
- D. The Association and its respective affiliates, the NWEA, shall have the right to post notices of its activities and matters of Association concern on a bulletin board in each building designated for such use by the building principal as long as this in no way interferes with the regular and orderly operation of the school.
- E. The Board agrees to make available to the Association or its respective affiliate, the NWEA, information of public record, which the Association requires to administer this Agreement and to formulate contract proposals.
- F. The Board agrees that the President of the NWEA shall receive the agenda and minutes of all public school board meetings.
- G. At any time during the school year while school is in session the Association and its respective affiliate, the NWEA, may use the District mail service and teacher mail boxes for communications to teachers.
- H. The Association and its respective affiliate, the NWEA, may have the opportunity to discuss, upon request, any new or modified fiscal, budgetary,



educational policy, tax or construction programs prior to their adoption or publication.

- I. The President of the Northwest Education Association shall be allowed to conduct Association business during working time other than time he/she has assignments. If such assignments are not class assignments, he/she may, by prior arrangement with the principal, be relieved to conduct Association business. If possible, without curtailment of program, increasing class load or hiring of additional staff, the principal will attempt to schedule one (1) period of duty other than class duty. During times other than time of class assignment the president may leave the building by making arrangements with the principal in advance. If the president is assigned to the Junior or Senior High he/she shall not be given a homeroom but may be assigned to one temporarily in an emergency

- J. Any official delegate of the Association shall be entitled to attend conferences as representatives of the Jackson County Education Association or the Northwest Education Association without loss of pay providing that such request is approved by the president of the NWEA. This shall be limited to a total of ten (10) man days per school year.

Attendance at conferences or meetings beyond the ten (10) day limit may be granted by the Board upon the approval of the NWEA president providing that the Association shall reimburse the School District for the salary of the substitutes required with no loss of pay for the teacher.

Leave to attend meetings or conferences for all officers of the JCEA may be granted upon the approval of the NWEA president providing that the JCEA or the NWEA shall reimburse the School District for the salary of substitutes required and no loss of pay for the teacher shall result.

All of the above provisions are void unless the proper form is executed and filed with the principal at least twenty-four (24) hours prior to the date of the absence except in cases of emergency when forms shall be filed later.

- K. If at the request of the Board a teacher is engaged during the school day in negotiating in behalf of the Association with any representative of the Board, he/she shall be released from regular duties without loss of salary and without deduction from sick leave.

- L. In the event an employee of the Board is elected President of the Jackson County Education Association, said employee shall be granted regular released time as requested, provided that the JCEA reimburse the Board that proportion of said employee's salary and fringe benefits equal to the amount of released classroom time.

- M. If a junior high or senior high teacher is elected president of NWEA he/she will be allowed to use up to two (2) hours per week of preparation time to perform duties of the office of president. If an elementary teacher is elected president of NWEA, he/she will be provided with either one-half (1/2) day per month or two (2) hours per week of preparation time to perform the duties of the office of president. This release time must be used for business related to the Northwest School District and conducted in the school district or if out of the district with prior approval of the principal or superintendent.

### **ARTICLE III TEACHER RIGHTS**

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support an organization for the purpose of engaging in collective bargaining or negotiation and other concerted activities for 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 the Act or other laws of Michigan or the Constitutions of Michigan and the United States; 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 any organization, his participation in any activities of that organization or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained in this Agreement shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Neither party shall unlawfully discriminate against any employee because of the employee's religion, race color, national origin, age, sex, height, weight, marital status or disability and neither party shall unlawfully discriminate against any employee because of the employee's membership or non-membership in the Association.
- D. The Board and the Association agree that the private life of a teacher is his/her own affair unless his conduct should adversely affect his/her relationship with students or the discharge of his/her teaching and other school related activities. If such conduct does exist the Board agrees to discuss the problem with the

Association prior to taking any action in an effort to arrive at a satisfactory solution to the problem.

E. The Board and the Association agree that teachers shall not be disciplined or reprimanded for the violation of policies, rules, regulations, and practices of the Board which have not been reasonably communicated to them. The Board shall make a reasonable effort to inform teachers of policies, rules, regulations, and practices in writing.

F. Academic Freedom—Both the Board and the Association recognizing the importance of seeking to inspire to develop respect for truth, a recognition of individual freedom, social responsibility and the democratic tradition and an appreciation of individual personality are encouraged to work together to create and preserve an atmosphere which is supportive of academic freedom for teachers and students. Core curriculum shall be in compliance with Section 1278 of the School Code.

It shall be the responsibility of the teacher to work towards the accomplishment of the objectives of the course of study for each subject he/she is assigned. In the pursuit of these objectives, freedom of individual expression and innovative curriculum improvements are encouraged. It is expressly understood that responsibility for changes in course curriculum rest with the Board and its representatives, and is first submitted to and reviewed by curriculum study committees and then submitted to the Professional Council, the Superintendent and the Board for approval or disapproval.

1. Although bargaining unit members are free to use appropriate professional methodology to achieve Board approved educational goals and objectives of the school district, they are also professionally obligated to use board approved instructional materials and textbooks in providing classroom instruction.
2. Evaluation of student performance is the responsibility of the professional staff within the bargaining unit and/or the administration as appropriate pursuant to Michigan law.

G. Mentor Teachers—

1. Each new teacher shall be assigned a Master Teacher during the new teacher's first three (3) years in the classroom as required by Section 1526 of the School Code.
2. The mentor teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion. The District will make a reasonable

effort to have the mentor teachers be members of the bargaining unit if it best serves the mentee. Participation as a mentor shall be voluntary.

3. If a member of the bargaining unit is assigned as a Master Teacher the teacher shall be called a Mentor and the following shall apply:

- a. Mentors shall be tenured teachers.
- b. Whenever practical, mentors shall work in the same building and shall have the same certification as the new teacher.
- c. Mentor's shall not participate in the evaluation of a new teacher.

4. The Association shall be promptly notified of all mentor assignments.

#### **ARTICLE IV RIGHTS OF THE BOARD**

A. 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 Constitutions of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To provide 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, as well as this contract, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; 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. The Board being always cognizant of the opinions and recommendations of the professional staff.
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. The Board being always cognizant of the opinions and recommendations of the professional staff.

5. To determine class schedules, the hours of instruction and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
  6. To determine fiscal policies and authorize all expenditures of public monies.
  7. To adopt the school calendar.
  8. Nothing in this contract shall in any way prevent the Board from participating in cooperative educational programs. Prior to any decision being made with respect to said programs, the proposed programs would be processed through the professional council.
- B. 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 to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States and the State of Michigan.

## **ARTICLE V**

### **PROFESSIONAL DUES, FEES AND PAYROLL DEDUCTIONS**

- A. As a condition of employment, all employees represented by the Association must either join the Association or 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, provided however, the bargaining unit member may authorize payroll deduction for such Service Fees in the same manner as provided elsewhere in this Article (paragraphs "C" and "D" below). 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. 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. Monies so deducted shall be remitted to the Association, or its designee, no later than thirty (30) days following deduction.

Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with



other required information may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review 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 Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

In the event the Board of Education attempts or does live up to the agency shop agreement, the Association agrees to indemnify and hold the Board harmless from any and all damages, costs and judgments which may result from such action.

- B. The Board agrees to notify the Association of all new teachers employed during the school year within one (1) week of their signature of contract.
- C. Teachers may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National Education Association, the Michigan Education Association, Northwest Education Association and Jackson County Education Association). Such authorization shall continue in effect unless subsequent to June 1st and prior to September 15th of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board.
- D. The deduction of membership dues shall be made from each regular pay check of each month, for the months beginning in October and ending in May of each year, or for teachers employed during the school year dues shall be deducted commencing with the month following their employment and continuing through May. The Board agrees to remit promptly to the Northwest Education Association all monies as deducted, accompanied by a list of teachers from whom the deductions have been made. Dues shall be collected for the month providing that a teacher works at least eleven (11) days of the month in which he/she leaves the employment of the district. If the employment is terminated prior to the end of the deduction period, the individual's membership will be void and the balance of the dues assessment will not have to be paid. The Board will not be responsible for any uncollectable remaining dues.

- E. The Board shall also make payroll deduction upon written authorization from any teacher for school employees' credit union, Association and Board approved tax sheltered annuities, city income tax, United Fund, U.S. Bond Program, additional insurance coverage by approved carrier or any other plans or programs jointly approved by the Association and the Board. No change in deductions will be allowed except by written authorization from any teacher at least two (2) weeks prior to the change.
- F. If at any time during the duration of the Agreement the Association authorizes, causes or engages in or sanctions any strike, or work stoppage of any kind, or pickets, or if there is a refusal to perform the duties of employment by any teacher or teachers, then this Article shall become null and void and inoperative during the term of the work stoppage.

## **ARTICLE VI WORKING CONDITIONS**

### **A. HOURS**

1. Teachers at the high school and junior high school shall report and be on duty at 7:30 a.m. and may leave at 2:55 p.m., except that on Fridays and days preceding holidays, teachers may leave at 2:40 p.m.
2. Teachers at all elementary schools shall report and be on duty at 8:10 a.m. and may leave at 3:35 p.m., except that on Fridays or the day preceding a holiday they may report and be on duty fifteen (15) minutes later in the morning.
3. The teaching day of each teacher in grades one (1) through twelve (12) shall not exceed five and one-half (5-1/2) hours of pupil supervision and instruction. Beginning in 1995-96, the teaching day of each teacher in grades one (1) through twelve (12) shall not exceed five hours and 40 minutes. Kindergarten teachers shall not exceed two (2) two hour and fifty (2:50) minute sessions.
4. All teachers shall be entitled to a duty-free, uninterrupted lunch period of not less than thirty (30) minutes.
5. Elementary teachers, except kindergarten, shall have as preparation time those recess periods when their class is at recess and supervised by playground personnel of at least one hour and forty minutes per normal week. Elementary teachers, including kindergarten, shall have as preparation time those periods when the class is receiving music or P.E.

instruction by a special teacher for an average in a building per teacher of at least seventy-five (75) minutes per week.

6. Preparation and conference time, being part of the teacher's workday, is expected to be used for school related duties, conferences with students, parents, administrators, or other teachers, or work on various committees. If any of these duties necessitate leaving the building, the teacher shall notify the office of where he/she may be located.

7. Although teachers shall be generally responsible for supervision of students between classes, both the Board and the Association recognize that from time to time any particular teacher may not be present in the hall outside their rooms. It is further recognized that teachers shall be entitled to attend to personal and/or professional callings during this time.

8. a. All elementary teachers shall make reasonable attempts to schedule parent/teacher conferences outside student contact time with each of their students' parent(s). Said conferences shall be held during the three (3) weeks following the end of the first marking period and shall be scheduled for at least fifteen (15) minutes in length. Each elementary teacher shall submit a completed parent contact form (Appendix F) for each student regarding parent/teacher conferences. Elementary P.E. and music teachers shall schedule parent/teacher conferences as deemed necessary by the teacher or principal (with good reason) or at the request of the parent.

b. All teachers will hold parent/teacher conferences for two (2) evenings in the Fall for two (2) hours each and one (1) evening in the Spring for three (3) hours as provided in the calendar. Parent/teacher conferences shall be put in the calendar. Compensatory time for the evening conferences shall be reflected in the calendar construction. The intent of this paragraph is to enable all teachers and parents to more efficiently schedule parent/teacher conferences.

c. All teachers are expected to attend (but will be excused for good reason by the principal) one open house per year for not more than two (2) hours - date to be determined by the administration, but not to be held prior to the beginning of the fourth week of school.

9. In-service workshops, conferences or programs will not be held during regularly scheduled teacher workdays except with the approval of the teachers involved. Attendance at teacher meetings held on teacher workdays will be required but will not be longer than one (1) hour in duration.

10. When workshops, conferences, meetings and/or programs are held beyond the normal working day, they shall not exceed one (1) hour beyond the normal working day. Such meetings shall not exceed one (1) per marking period. The teachers shall be notified of the date and subject of said meeting at least three (3) working days in advance
11. It is the responsibility of each teacher as well as the Board to provide the highest quality instructional program practicable for every boy and girl in the school district. To this end, teachers, where practicable, shall make daily preparation and lesson plans. Teachers are encouraged to participate in activities at the school such as open house, PTO meetings, and public performances of children in plays, concerts, athletic activities or other extracurricular activities.

B. CLASS SIZES

1. Elementary Class Loads (pre-K-5): Elementary classes shall not exceed thirty (30) students. Elementary music and physical education classes shall not exceed a weekly limit equal to the number of classes multiplied by thirty (30) students, but in no case shall they exceed thirty three (33) students. In classes that are ability grouped, the low group should not exceed twenty (20) students, but in no case shall exceed twenty-two (22). Exceptions to the mandatory size limits may be made with the approval of the teacher and the Association.
2. Junior and Senior High Class Loads: (7 - 12): In the junior and senior high schools, with the exception of music, and physical education, the maximum class load shall not exceed one hundred fifty (150) students per teacher and in no case shall the number of students in any one class exceed thirty-one (31). In industrial arts, home economics and art classes, the class load shall not exceed one hundred forty (140) students per day. Study hall classes shall not exceed fifty-five (55) students. Special consideration will be given by the Board to reduce class sizes in these special areas where facilities are limited as well as in those classes that are low ability grouped. Exceptions to the mandatory size limits may be made with the approval of the teacher and the Association. A concerted effort will be made to complete all class changes and balancing of classes by the end of the second week of each semester.
3. For scheduling purposes at the beginning of the school year, the administration will make every effort, based on enrollment information, not to schedule students into classes such that they are filled to the maximum allowed under this Agreement on the opening day of school for students.
4. It is recognized by the Board that suitable classroom space for students should be provided. The administration will make reasonable efforts in



scheduling students into classes such that the assigning of more students into a class than there are student work stations will be avoided.

### C. QUALIFICATIONS AND ASSIGNMENTS

#### 1. Qualifications—

- a. Each teacher K-12 shall possess a valid teaching certificate (and endorsement when necessary) for the State of Michigan for the grade level and subject area to which the teacher is assigned.
- b. All employees shall meet or be working towards meeting the minimum number of semester hours of credit prescribed by the Michigan State Committee of the North Central Association of Colleges & Schools for his or her teaching or other assignment. For any K-12 assignments in library, counseling, foreign language, computer classes, art, vocal music, instrumental music, industrial arts, vocational subjects, reading or physical education, the teacher must meet the North Central standards and have at least eighteen (18) semester hours in that subject.
- c. Teachers who are assigned to a subject area or grade level by June 15, and who do not meet the minimum North Central Association of Schools & Colleges requirements on that date, shall be required to successfully complete two (2) semester hours of college credit prior to the end of the first semester of the ensuing school year and two (2) more semester hours of college credit prior to August 30, of each year thereafter to remain in that position until they have completed the North Central Association of Schools & Colleges minimum requirement for that assignment. Teachers who are assigned to two or more subject areas by June 15, and who do not meet the minimum North Central Association of Schools & Colleges requirements on that date for more than one of these subjects shall be required to successfully complete, prior to the end of the first semester of the ensuing school year, four (4) semester hours of college credits in the subject area in which the teacher has earned the least number of college credits and four (4) more semester hours of college credits prior to August 30 of each year thereafter to remain in that position until they have completed North Central Association of Schools & Colleges minimum requirement for the assignment.
- d. Teachers must meet the North Central Association of Schools & Colleges and the State Certification Requirement prior to being eligible for a voluntary transfer to another position.



- e. Teachers who are assigned to a position and hold that position without full qualification as per paragraph (c) above shall be subject to the right to transfer and reassignment held by other teachers by virtue of their seniority status of the Northwest School District. A teacher who is removed from his/her assignment by virtue of the seniority status of another employee shall be eligible only for those positions for which he/she is fully qualified and certified according to the State of Michigan and the North Central Association of Schools & Colleges or has a minimum of four (4) semester credit hours in the specific subject area and successfully completes four (4) additional semester hours of college credit in the subject prior to August 30 of each year until he/she has completed the NCA minimum requirements.

In the event that a teacher has a minimum of four (4) semester credit hours in one of two or more specific subject areas which constitutes one assignment, the teacher shall be required to successfully complete, prior to August 30 of each year, four (4) semester hours of college credit in the subject area in which the teacher has earned the least number of college credit to remain in that position until he/she has completed the NCA minimum requirements for the assignment.

- f. Tuition for a maximum of ten (10) semester hours of board approved study per twelve (12) month period (September 1 - August 31) (not to exceed six (6) semester hours at any one time during a school year) for a teacher will be paid by the district. If the request for tuition approval is not to meet the above qualification standards to remain employed, approval will be discretionary with the Board. Payment will be made upon completion of each course with a grade of 3.0 or better at a board approved college, university, junior college or training facility.
- g. A teacher who would be unable to complete the credit hours required to be considered qualified without being released from work may be released with pay pursuant to arrangements approved by the Board on a case-by-case basis.
- h. Any deviation from the timelines due to extenuating circumstances requires approval of the superintendent after review of the circumstances by the professional council.
- i. In making internal building assignments at the elementary level, part-time teachers will not be assigned to full-time positions.

## 2. Assignments—

- a. All teachers shall be given notice of their schedules and room assignment for the forthcoming year, no later than the day preceding the last day of school. Every effort will be made to make copies of the textbooks to be used available at the same time. In the event that changes in such schedules and room assignments are proposed, all teachers affected shall be notified promptly. Teachers' schedules and room assignments may be changed after the first day of August in the event of unforeseen circumstances.
- b. In making summer school and/or Adult Ed assignments preference shall be given to the most senior teachers regularly employed in the district that have a request to teach summer school and/or Adult Ed on file unless the qualifications of less senior teachers are superior and are related to the assignment. This section shall not apply to teachers presently teaching in the summer school program, and/or Adult Ed.
- c. In the Junior and Senior High Schools, no teacher shall have more than three (3) separate subject area preparations per day except with the consent of the Association and the individual teacher.
- d. Under no condition shall a classroom teacher be required to drive a school bus.
- e. The Board shall make a concerted effort to hire substitute teachers for all teaching positions when teachers are absent with the exceptions of counselors and secondary librarians.
- f. The Board and the Association hereby endorse the concept of Professional Courtesy. Professional Courtesy shall be duties performed by a teacher during released, or non-instructional time for another teacher who is indisposed by circumstances either by or beyond his control. In any case, professional courtesy shall be extended only with the consent of both the teacher extending the courtesy and the teacher receiving the courtesy, subject to the approval of the Building Principal or his designee.
- g. Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one (1) such student teacher per year. Only a tenured teacher will supervise a student teacher.
- h. No student teacher shall be used as a substitute for any teacher other than his critic teacher.

- i. All monies received by the district from colleges and universities for the supervision of a student teacher will be returned to the supervising teacher to purchase classroom materials.

#### **D. SUPPLIES AND MATERIALS**

1. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment used for instructional purposes, current periodicals, standard tests and questionnaires, keyboarding and other such materials, are the tools of the teaching profession. Building principals shall meet with the NWEA building representative and/or a committee designated by him from time to time prior to the major purchase of educational materials, for the purpose of improving the selection and use of same. Careful consideration will be given by said principals to the opinions of the representatives of the Association in the placing of orders or expenditure of funds for supplies.
2. A committee of teachers consisting of one (1) from each building selected by the NWEA building representative and meeting in January will be authorized to purchase professional materials including computer software for establishing teachers' libraries in each of the schools. The library shall become a part of the school library and materials will be checked out in the same manner as library books. The money for the purchases of these materials shall be not less than \$1,000.
3. The Board agrees to make available in each school adequate typing, key boarding material and duplicating facilities to aid teachers in the preparation of instructional material.
4. The Board shall provide:
  - a. A separate desk for each teacher in the district.
  - b. Suitable space for each teacher to store coats, overshoes, and personal articles.
  - c. Chalkboard space in every classroom.
  - d. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
  - e. A dictionary in every classroom.
  - f. Storage space for instructional materials, including a file cabinet, if requested.
  - g. Materials required in daily teaching responsibility.
  - h. Telephone facilities for teachers' use outside of the administrative area.
  - i. Lockable space shall be available.

E. SITE-BASED DECISION MAKING/SCHOOL IMPROVEMENT—

The parties agree employee participation in decision making is effective in providing positive results for education. The topic of Site-Based Decision Making and School Improvement is of interest to both the Northwest School District and the Jackson County Education Association.

Participation, outside the normal workday, and the exceptions to the normal workday as provided in this Agreement, on any Site-Based Decision Making Committee established as a result of Section 1202a of the School Code or School Improvement Committee established as a result of P.A. 25 (1990) shall be voluntary. Site-Based Decision Making Committee or School Improvement Committee decisions that require a deviation from the collective bargaining agreement will be permitted only after a properly executed Letter of Agreement between the JCEA and the Board.

F. LEAST RESTRICTIVE/MEDICALLY FRAGILE—The Board shall, upon request, bargain with the Association about problems that may arise regarding the implementation of the Least Restrictive Environment concept or education of Medically Fragile students.

G. OTHER WORKING CONDITIONS

1. The Board shall make available in each school - lunchroom, restroom, and lavatory facilities, exclusively for adult use.
2. Upon the request of the Association, soft drink and candy vending machines may be installed in the teacher's lounges for adult use. The Association will assume the responsibility for the housekeeping and operation of these machines.
3. It is agreed that individual school offices will total CA-10 data for teachers at the end of each attendance period upon request, but it shall be the teacher's responsibility to balance same.
4. The Board shall make every effort to maintain classroom temperatures at a level that complies with Federal Energy Standards. Teachers with classrooms which are not sixty five degrees f. (65° F.) at the start of the school day shall be given first priority for the use of facilities which are above sixty five degrees f. (65° F).
5. The employee(s) will inform the Board of any job hazard as soon as the employee first becomes aware of any unsafe areas, conditions, or defective equipment. The employee will exercise reasonable safety precautions in the pursuit of the employee's duties and correct hazardous

and unsafe conditions occurring within the realm of the employee's responsibility and capability.

The Board, upon notification of an alleged unsafe condition, shall investigate such condition and shall make reasonable adjustments in such condition if, as the result of the Board's investigation, the alleged unsafe condition is found to be a hazard to the employee(s).

## **ARTICLE VII CALENDAR**

The school calendar for the school year(s) effective for the duration of this Agreement shall be as set forth in Appendix E.

A. On the last "teacher workday" teachers shall remain on duty until they have completed the necessary records, secured their rooms and materials for the summer, and completed the necessary check-out procedures with their building principal. In the event exams are scheduled on the last day of school, teachers who have such a schedule, shall be allowed to arrange with the building principal a time during the following two workdays to complete the annual check-out procedure.

B. There shall be one hundred eighty (180) days of actual student instruction as required by law and one hundred eighty-three (183) teacher workdays. There shall be one hundred eighty four (184) teacher workdays in 1995-96 and one hundred eighty five (185) teacher workdays in 1996-97. The actual scheduling of days necessary to conclude student instruction on the one hundred eightieth (180th) day and the teacher workdays on the one hundred eighty-third (183rd) day shall be determined by the Board of Education and an Association designee by May 1.

When school is closed due to inclement weather, fires, epidemics, mechanical breakdowns or health conditions teachers shall not be required to report.

Teachers will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.

The Board of Education shall not be required to cancel a "workday" (i.e., a day when teachers report but students are not in session such as an end of semester grading day, a parent-teacher conference day, or an in-service day) or that portion of any day which is scheduled to be a partial "workday" even though students do not report. However, the Board may do so in its discretion. The Board shall not be required to reschedule a "workday" or a partial work day which is canceled, but may do so in its discretion.



Total annual salary is based upon teacher workdays as identified in Paragraph "B" above, during the entire school year regardless of whether the days actually worked are the same as originally scheduled or are different from those originally scheduled due to rescheduling by the Board. Teachers will be paid an additional per diem rate only for any days which they are required to work as part of the regular school year beyond the teacher workdays as identified in Paragraph "B" above.

In the event a teacher receives unemployment compensation benefits (which as used herein also includes "underemployment benefits") during the school year associated with his/her regular teaching assignment due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the teacher works those instructional days at a later time, the teacher will have his/her pay adjusted, such that his/her unemployment compensation plus the salary paid to the teacher for the year will be equal to the annual salary he/she would have earned for the school year had there not been scheduled days of instruction canceled for such reasons. This provision shall be subject to the following conditions:

1. The total of unemployment compensation plus salary earned by employment in the district shall not be below that which the employee would have received had there not been any instructional days canceled for such reasons.
2. The total of unemployment compensation plus salary earned through employment in the district shall not be less than the teacher's salary from the same or similar period during the preceding school year.

This calendar is subject to any legislation enacted during the term of this contract. This calendar will be modified to ensure compliance with such legislation.

If, at any time during the life of this agreement it becomes lawful to count as days of pupil instruction for all grades, days when pupil instruction is not provided due to conditions not within the control of school authorities such as due to inclement weather, fires, epidemics or health conditions, it is agreed that the following school closing provision shall become immediately effective:

When an act of God or an employer directive forces the closing of a school or other facility of the employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost due to school closing under the foregoing circumstances shall not be rescheduled.

To the extent that any other provision of the collective bargaining agreement, such as the school closing provision, school calendar or the like shall be

inconsistent with the foregoing, such provisions shall be null and void as to the extent of the inconsistency.

## **ARTICLE VIII**

### **VACANCIES, TRANSFERS AND PROMOTIONS**

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher to change his teaching assignment shall be made in writing, one (1) copy of which shall be filed with the Superintendent and one (1) copy shall be filed with the Association. The application shall set forth the reasons for the change.
- B. Whenever a vacancy in any teaching assignment or any Appendix B assignment within the district shall occur, the Board shall supply the Association with a list of such vacancies and shall post such vacancies in each building on a designated bulletin board. No vacancy shall be filled until such vacancy shall have been listed with the Association for five (5) school days. In the summer such lists shall be posted in the administration building for five (5) work days. The Board and Association agree to expedite the notification process.

Teachers desiring to have vacancy notices sent to them during the summer shall leave their name and address with the personnel office prior to the end of each school year. Only teachers certified for such vacancies will be mailed vacancy notices.

- C. A vacancy shall be defined for the purposes of this agreement as a position previously held by an employee which the Board has determined to fill or when a new position is created after the start of the school year and through ten (10) days following the first Board Meeting of the school year.

This definition shall not apply when teachers voluntarily exchange positions within a building, when a position becomes available during the school year after the first ten (10) days following the first Board Meeting of the current school year or when a teacher has a leave for less than or equal to one school year unless the temporary vacancy is filled from within the district. Under this Section, no more than two (2) on-staff teachers will be allowed to move for each new position posted. If the temporary vacancy is posted and filled from within, the teacher involved would return to his/her original position. Currently employed teachers shall be provided with an opportunity to request a transfer to a vacancy. The teacher, either currently employed or on layoff, who is qualified pursuant to Article VI(C) and has the higher seniority shall be granted the position.

Preference in filling a vacancy will be given to a teacher within the building wherein the vacancy occurs, unless one (1) or more requests for transfer are on file; in which situation preference in filling the vacancy will be given as outlined in Section D, following. If a teacher within the building is not given preference, reasons will be given to the teacher in writing. If no one in the building requests the vacancy and no requests for transfer are on file, Section B. above shall apply.

When a new position is placed in the bargaining unit and cannot be properly placed in Appendices A and B, the Board will notify the Association prior to establishing the position. In the event the Association does not agree that the position description and rate are proper, it shall be subject to negotiation.

- D. Any qualified teacher may apply for a vacancy on forms furnished by the Board. One (1) copy is to be filed with the Superintendent and one (1) copy with the Association. The application shall set forth the reason(s) for desiring transfer, the school, grade, or position sought and the applicant's academic qualifications. In filling such vacancy, the Board agrees to consider the professional background and attainments, the length of time each has been employed by the district, and the number of transfers in the previous two (2) years. Where certification and professional background are essentially equal preference will be given to the most senior applicants. The decision shall be made by the Superintendent of Schools and Building Principal. All applicants currently employed by the district will be notified of the decision in writing.

Should a part-time position be made full time, the school administration will consult with the president and representatives of the NWEA to cooperatively develop a procedure for filling the newly established full time position.

- E. In filling vacancies in administrative positions the Board shall consider the professional qualifications, backgrounds and attainments of all applicants from within the school district, as well as applicants from outside the school district. The parties recognize, however, that the filling of vacancies in supervisory and administrative position is a prerogative of the Board, and the decision of the Board with respect to such matters shall be final. All employees applying for an administrative position shall be afforded the courtesy of an interview, provided the employee meets the minimum qualifications as published on the job posting.

- F. The parties recognize that transfers in grade assignments in the elementary schools, transfers in teaching assignments in the secondary school grades, and transfers between schools may be necessary. If such transfers are necessary, the Board shall attempt to make such transfers on a voluntary basis. If a voluntary transfer is not possible, the Board shall transfer the teacher(s) with the least system-wide seniority who is (are) certified and qualified to fill the position(s) in question. The involved teacher(s) shall be notified in writing, as soon as possible after a decision has been made, as to the reasons for the transfer and of the school or assignment to which the transfer is made.

- G. Staff reduction in a given building not involving layoffs will be accomplished through voluntary transfers if possible. Further reductions will be of those teachers in the building with least district wide seniority, provided that the next person or persons in seniority are fully certified for that teaching position. The displaced teacher will be placed in another vacancy of his choice for which he/she is certified and qualified or if there is no such vacancy and if he/she has greater district wide seniority, he/she may replace the teacher with the least district wide seniority within his certification, and in case of a secondary teacher, his major or minor fields.

## **ARTICLE IX**

### **LEAVES OF ABSENCE**

#### **A. Leaves of Absence with Pay**

1. **Sick Leave**—At the beginning of each school year each teacher shall be credited with twelve (12) days of sick leave. However, it is understood sick leave is earned on the basis of one and two-tenths (1.2) day per month worked. Sick leave not taken in any year shall be cumulative to a maximum of one hundred ninety five (195) days. Sick leave days may be taken by a teacher subject to the following conditions:
  - a. The teacher may use all or any portion of his/her sick leave for reasons of illness, either personal or for the immediate family, injury or physical disability including maternity related disability. The Board may require an examination at Board expense, and/or a doctor's certificate for an apparent illness, injury or disability.
  - b. **Death in Immediate Family**—The teacher shall be allowed three (3) working days, per occurrence, not to be deducted from sick leave for a death in the immediate family. These days shall be available at the time of the death only. If additional time is needed two (2) workdays, per occurrence, shall be granted and deducted from sick leave.
  - c. **Other Deaths**—All teachers shall be granted one (1) day per year, not to be deducted from sick leave, for the death of a friend or relative other than immediate family. One additional day per death of a close friend or relative other than immediate family may be granted and deducted from sick leave.
  - d. A maximum of ten (10) days per school year for an illness in the immediate family. Further leave may be granted at the discretion of the Superintendent.



e. Additional Uses of Sick Leave—In addition to personal illness or injury, sick leave pay may be utilized for the following:

- (1) Fire, accident, pallbearer
- (2) Marriage or graduation of a member of the immediate family and of the employee himself/herself
- (3) Required court appearances
- (4) Child born to wife
- (5) Immediate member of family leaving for service
- (6) One (1) day per emergency illness or injury in the family which requires a teacher to make arrangements for necessary medical and nursing care
- (7) The day of surgery for member of immediate family
- (8) Dental and doctor appointments
- (9) Any other reason approved in advance by the Superintendent
- (10) Ten (10) days maximum for adoption of a child

f. A teacher who has perfect attendance for a school year will be paid an amount equal to three (3) days substitute teachers pay. A teacher who has one day's absence from school for a school year shall be paid two (2) day's substitute teacher pay. For purposes of this clause absences for school business, association business, jury duty, and bereavement for immediate family shall not be counted. Use of personal business days will be counted as absences from school.

g. Immediate family is to be defined as follows: mother, father, brother, sister, wife or husband, son or daughter (biological, adopted, foster child, stepchild, legal ward), mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, step-mother, and step-father.

2. Sick Leave Bank—After one (1) full year of employment any employee who has exhausted his/her accumulated leave days, may apply to a sick leave bank. The sick leave bank shall be maintained by each employee depositing one leave day from his individual accumulation at the beginning of each school year that the bank contains less than six hundred (600) days. By a vote of the general membership once a year one additional day per teacher may be added to the bank.

In order to establish a viable sick leave bank the Board will one time only provide one hundred (100) days to the sick leave bank.

There shall be a sick leave bank committee composed of two members of the teaching staff and two members of the administration. The committee



shall be empowered to formulate the necessary rules and regulations for the operation of the sick leave bank. The rules and regulations as compiled by the committee shall become a part of this agreement by a letter of understanding.

Withdrawals may be requested from the bank by written application to the sick leave committee by a teacher who has exhausted his/her own leave days. The committee shall be empowered to approve or disapprove all such applications and to determine the number of days allowable if approved.

Any employee receiving such an allowance from the bank will not be expected to repay. A bargaining unit member shall be eligible, under the rules of the committee, to draw from the bank until that member qualifies for Long Term Disability as provided under Appendix "D" of this Agreement.

3. Personal Leave—At the beginning of each school year each teacher shall be credited with two (2) days to be used for the teacher's personal business. Personal business may be used for personal and family matters that cannot be taken care of outside of school hours and shall not be used for recreation or vacation. A teacher planning to use a personal business day or days shall notify his building principal at least one (1) day in advance, except in cases of emergency by submitting the form which is attached hereto as Appendix "F". In cases of emergencies, the time limit shall be waived by the building principal. Unused personal days shall accumulate as sick leave. These days may not be used the day before or the day after any holiday or vacation period unless an exception is granted by the Superintendent.
4. Jury Duty Leave—Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter (except a matter in which the teacher is an adverse party to the school district), connected with the teacher's employment or the operation of the school district, shall be paid his full salary for such time, provided that the teacher must reimburse the district the amount of compensation received from such duty, if any.
5. Temporary Military Leave—If a teacher must take temporary military leave (not to exceed fourteen (14) school days) during the school year, the Board shall compensate the teacher involved for the difference between the teaching pay and the military pay, as well as provide a substitute for the teacher.
6. Workers' Compensation—Absence due to injury or illness covered by Workers' Compensation incurred in the course of the employee's employment shall not be charged against the employee's personal sick

leave for the first seven and five-tenths (7.5) work days of such absence. Following this period, the employee may choose "a" or "b".

- a. An employee eligible for Workers' Compensation benefits will receive those benefits provided in accordance with the act exclusively.
  - b. Personal accumulated sick leave days shall be made available to the injured employee during the period he/she is unable to work as a result of an accident. If the employee chooses this option of using sick leave days, his/her Workers' Compensation benefits shall be supplemented by school funds to give the employee the equivalent of his/her regular daily rate. The employee's personal accumulated sick leave would be charged with a proportionate amount of time lost, based on the ratio of the school funds used to make the employee's regular daily rate. The employee would continue to draw a regular biweekly pay check, but would sign over the Workers' Compensation benefit check(s) to the district.
7. In all cases of absence, except for approved absences regarding school business, a teacher shall notify the district answering service at least by 6:45 a.m. on the day of the absence. This shall apply to each day of absence unless notification has been made earlier.
  8. Absentees shall have plans and materials so arranged that a substitute will be able to assume the position with a minimum of interruption. An absent teacher whose lesson plans are not available shall call lesson plans to the principal or a delegated representative before the start of the morning session.
  9. A teacher who has been on duty for a period of two (2) or more hours in either the morning or afternoon session of the school day and must leave for emergency reasons during the session shall not be charged for any sick or personal leave for the half day that this occurred.
  10. The Board shall furnish a written statement at the end of each school year setting forth the total sick leave credit he/she has accumulated to that date.

**B. Leaves of Absence Without Pay - General Policies -**

1. The unpaid leave provisions of this Agreement shall be construed consistently with the requirements of the federal Family and Medical Leave Act. All unpaid leaves required by that Act shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement.

2. All requests for leave will be applied for and granted or denied in writing and shall specify the reason for the leave and the beginning and ending dates requested or granted as the case may be. The teacher must apply for the leave at least thirty (30) days prior to its commencement except in cases of unforeseen circumstances or emergency or when some other time limit is established for a particular type of leave. In case of denial, reasons for such shall be given.

3. Beginning and ending dates of leaves are to correspond with the beginning or ending of school, a semester, a marking period or a vacation period in order to maintain the teacher-student relationship as effectively as possible.

4. A teacher on leave shall notify the Board of his/her desire to return from such leave as early in the leave as possible but no later than April 1 for those wishing to return at the beginning of the next school year or at least twenty (20) school days prior to their return at other times of the year except where otherwise specified in this section. The Board shall remind the teacher in writing by certified mail by March 1 of the teacher's obligation to so notify the Board by April 1. A teacher failing to notify the Board in writing of his/her intent to return by the required time shall be irrefutably and irrevocably considered as having voluntarily resigned.

5. Any teacher returning from an approved leave of absence up to and including one (1) year will be returned to his/her specific assignment if it still exists. If the specific assignment is no longer in existence the teacher will be returned to a comparable position within the district.

If an extended leave is requested and granted beyond one (1) year, there is no guarantee that the teacher will be returned to a specific building, grade level, or special assignment. The Board may extend the leave for one (1) additional year if requested to do so in writing by a teacher who is on extended leave wishing to return, who is unwilling to accept the assignment offered or if there is no position available for which he/she is qualified. If there are no assignments acceptable to the teacher at the end of the second year of the extended leave the teacher on leave will submit a resignation.

6. Failure to abide by the conditions and dates as specified for the leave will result in the termination of all rights of employment unless a variance has been granted by the Board at the request of the teacher.

7. Leaves of absence without pay will be granted as specified below. Except as required by the Family and Medical Leave Act or except as otherwise stated below, no benefits will accrue to a teacher during an unpaid leave of absence. Upon the return from such leave, the accumulated sick leave

benefit, as of the date the leave commenced, will be restored providing that the teacher has not been employed elsewhere in the interim.

a. **Disability Leave**—A disability leave of absence shall be granted to any teacher unable to teach because of personal illness or disability, including pregnancy or termination of pregnancy. Said leave shall commence upon request of the teacher, and with medical verification. It is further provided that:

(1) The initial leave period shall be for the duration of such illness or disability up to one (1) year with right to return to the teacher's original position, i.e., B. 5 of this Article.

(2) A disabled teacher may terminate said leave at his/her option, and return to his/her former position if he/she is physically able to teach. The Board shall satisfy this requirement by returning the teacher to work within ten (10) days of his/her requested date.

(3) The granting of such leave will in no way interrupt seniority and rights attendant thereto. Seniority will accrue for a full year during which time the leave was granted.

(4) A disabled teacher may convert from paid sick leave to disability leave upon written notice to the Superintendent. When the Disability Leave is pregnancy related, a teacher may apply for a Parental Leave in accordance with b. of this section. Such leave will commence when the teacher is physically able to return to work.

(5) Said leave may be renewed for one (1) additional year upon request of a teacher and with medical verification.

(6) A request for leave under this provision shall be accompanied by a statement from the teacher's physician recommending such leave of absence no less than thirty (30) days prior to commencement of leave. A request for return from such leave must be accompanied by a statement from a physician that the teacher is able to resume regular duties. Experience credit on the salary schedule shall be granted only for semesters or major portions of semesters taught. The general notice requirements as applied to this section shall be waived by the Superintendent where impractical.

(7) Disability leave shall also apply to serious illness or injury to an immediate family member. See A. 1, (g) of this Article for a definition of immediate family.

- b. Parental Leave—Parental leave without pay shall be granted upon request to teacher-parent for the purposes of child care up to a maximum of one year. The application for such leave shall be filed with the Superintendent a minimum of thirty (30) days prior to the commencement of said leave. Experience credits will be granted for only semesters or major portions of semester taught. This leave shall also apply to adoption.
- c. Military Leave—Military leaves of absence shall be granted without pay to any teacher who shall be inducted for extended, active military duty of a minimum of fifteen (15) days or more duration in any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any salary increments which would have been credited to them had they remained in active service in the school system.
- d. Professional Association Offices—Teachers who are officers of the JCEA, MEA, NEA, who are appointed to its staff, may upon proper applications, be given one (1) year leave of absence without pay for the purpose of performing duties for the Association. Said leave may be renewed for one (1) additional year upon written request by the teacher and the consent of the Board. However, in the case of the presidency of the MEA, the Board shall extend the leave for an additional year upon request. Teachers given such leaves of absence without pay shall receive credit toward annual salary increments on the schedule appropriate to their grade.
- e. Professional Improvement Leave—
- (1) A leave of absence for tenure teachers of one (1) school year shall be granted to any teacher, upon application, for the purpose of participating in foreign or military teaching programs; the Peace Corps, Teacher's Corps, or Job Corps, as a full time participant in such program provided such teacher states his intentions to return to the school system. Said leave may be extended one (1) additional year at the request of the teacher and the approval of the Board. Upon return from such leave, a teacher shall be placed in the same position on the salary schedule as he/she would have been had he/she taught in the District during such period.
  - (2) A leave of absence for any tenure teacher, one (1) school year, shall be granted for cultural travel. Said leave may be extended one (1) additional year at the request of the teacher and the approval of the Board. No experience credit will be granted.



- f. Leaves of absence without pay for purposes not specified above may be granted subject to the approval of the Board.

**C. Sabbatical Leave—**

1. Upon the recommendation of the Superintendent a sabbatical leave may be granted to teachers who have served continuously in the Northwest School District for a period of at least seven (7) years and for the purposes as stated in C. 2.

2. Such a leave may be granted, not to exceed one (1) year for the following purposes:

- a. Approved plan of graduate study.
- b. Approved plan of travel, writing, or research.
- c. Approved plan in order to meet minimum qualification standards pursuant to Article VI-C (1) when required to do so in order to meet an assignment made by the Board. For this subsection the 7 year requirement may be waived.

3. Provided there are teachers who qualify for sabbatical leave and apply for such leave, the Board will grant up to four (4) semester leaves per year each at one-half (1/2) the teachers' actual salary for the semester; or 2 one semester leaves at the teachers' actual salary; or, in the alternative, the Board may approve teachers to attend summer school for 2-C above at the stipend rate of \$200.00 per semester credit hour the total cost of which shall not exceed the twelfth step on the BA tract of the current salary schedule; or any combination of the foregoing.

The total cost of any combination of the above shall not exceed the cost of the twelfth step on the BA tract of the current salary schedule except that the payment to a teacher on sabbatical leave who is above that step on the salary schedule shall be based on the teacher's actual salary. To the extent a teacher's payment is based on a salary higher than the BA twelfth step, that difference shall be deducted from the BA twelfth step amount available. Compensation shall be paid on the regular pay periods during the leave. The teacher will also receive all fringe benefits as if he/she were not on leave.

4. Upon fulfillment of all eligibility requirements by a teacher for the purchase of retirement credit through the Michigan Public Schools Employees Retirement System for time spent on the sabbatical leave following such leave, the district will pay directly to the retirement system an amount equal to five percent (5%) of the salary actually paid to

the teacher during his/her sabbatical leave with the teacher paying the balance required, if any.

5. While on sabbatical leave, seniority shall accrue. Upon returning from sabbatical leave the teacher shall be restored to the same teaching position or to a position of like nature and be placed on the salary schedule as the teacher would have been placed if he/she taught in the district during the sabbatical period.
6. Application for a sabbatical leave must be filed with the Superintendent by March 15 of the year preceding the year in which the sabbatical is requested. This date must be observed for either full year or one semester sabbaticals.
  - a. Applicants requesting sabbatical leave shall be notified by May 15 as to the status of the application.
  - b. Application for sabbatical leave shall include a detailed plan as to how the leave would be used.
7. Before beginning the sabbatical leave the teacher shall enter into a contract to return to active service in the Northwest School District for a period of at least one (1) year after the expiration of such leave. A teacher who does not fulfill this agreement shall repay to the Board within two (2) years the amount received by him/her during the sabbatical leave. In the event of a half year sabbatical a teacher not returning to the district shall repay the Board the amount received within one (1) year.
8. Upon return from sabbatical the teacher shall submit a written report detailing activities that took place, to be filed with the Superintendent. If educational study was involved a transcript of such study will be forwarded to the Superintendent.
9. During such time, the teacher shall be considered to be an employee of the Board and will not be allowed to hold any full time position. However, this section shall not be construed to deny any teacher the right to fellowships, scholarships, grant in aid, or other scholastic stipends.

## **ARTICLE X**

### **PROFESSIONAL COMPENSATION**

#### **A. Basic Salaries—**

1. The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
2. All teachers may be given credit on the salary schedule set forth in Appendix A for up to five (5) years of teaching experience outside the Northwest School District or the Board may grant credit on the salary schedule for outside teaching experience as deemed appropriate. Up to two (2) of the five (5) years may be for military service if the teacher was drafted while in an approved program or if teaching was interrupted. Experience credit shall be granted only for semesters or major portions of semesters taught.
3. The salary schedule is based upon the regular school year and calendar as set forth in Appendix E and the normal teaching assignment as defined in this Agreement. Full compensation shall be based on one hundred eighty-three (183) teacher work days.
  - a. In the event that a substitute teacher cannot be hired for any portion of a day, the principal or his designated representative may request a teacher to assume the duties of the absent teacher. Such teacher assuming these duties shall be compensated at the rate of twelve dollars and fifty cents (\$12.50) per class period.
  - b. If a teacher is assigned and accepts an extra class period of teaching on a regular basis, he/she shall be paid an additional one-tenth (1/10) of his base annual salary for each semester of such teaching.
  - c. If a teacher shall be assigned and accepts additional days of work, other than his regular employment, beyond the school year, he/she shall be compensated at one hundred (\$100.00) dollars per day. This does not include those teachers who work additional days as part of their regular assignment. Those teachers shall continue to receive their regular daily rate.
  - d. Any assignment referred to in a, b, and c, above shall be strictly voluntary on the part of said teacher. Should more than one teacher desire such an assignment as mentioned in b, the provisions of Article VIII, Section D, shall be controlling.
4. The teacher's daily rate of pay shall be determined as follows:

$$\frac{\text{Teacher's base annual contract salary}}{\text{Annual number of teacher workdays}} = \text{Daily rate}$$

**Placement on the Salary Schedule**—The hours beyond the Bachelor's degree must be in an area directly related to the field in which the teacher is qualified or is now teaching or in an approved Master's, Specialist or Doctoral program in a School of Education and must be earned after the date of the provisional certificate. In the case of hours beyond the M.A., they must be graduate credit hours earned after the granting of the M.A. degree and the provisional certificate. In case of hours beyond the M.A., they must be graduate credit hours earned after the granting of the M.A. degree and the provisional certificate. Regardless of the above, no teacher, presently on the staff, shall be reduced by this Article, by reducing hours for which they have already been credited on the salary schedule.

Changes from one salary schedule to another (i.e. from BA to BA+19, etc.) must be made at the Administration Building before September 14 or prior to the beginning of the second semester. The change on the pay scale will take place no later than the first pay in October or two (2) weeks after the start of the second semester.

Transcripts will be required to substantiate all hours earned upon which pay increases are based and the new scale will not take effect until such transcripts are received.

- B. **Extra Curricular Schedule**—The salaries of teachers for assignments to extra-curricular positions shall be as set forth in Appendix B of this Agreement. All assignments will receive the percentage indicated multiplied by the B.A. salary. For all positions except those marked with an asterisk (\*), the step will be determined by the number of years, up to five (5), that they have held such a position. For those with an asterisk (\*), the step will be determined by the number of years, up to five (5) that they have served the Northwest School District in that particular assignment.
- C. **Mileage**—Teachers required, in the course of their work, to drive personal cars from one school building to another, or to use them for approved field trips or other approved business of the district shall receive a car allowance equal to current IRS standard rates per mile commencing with ratification of this Agreement. Documentation of such mileage will be required. If the school district updates its policy regarding mileage reimbursement the amended policy would be used for mileage reimbursement for teachers that are entitled to the same.
- D. **Retirement and Terminal Leave**—In the case of the retirement of a teacher, as defined under the Michigan Teachers' Retirement Act, or due to the death of a teacher, there will be paid to the teacher or estate of the teacher at the rate of twenty-five dollars (\$25.00) per day for all unused sick leave. Said payment to be made at the end of the school year during which the teacher retires.

2. E. Insurance Protection—Each teacher shall be provided with the insurance protection indicated in Appendix D of this Agreement providing that they meet the eligibility requirements therein indicated.

## **ARTICLE XI**

### **GRIEVANCE PROCEDURE**

#### **A. General Principles—**

1. A "*complaint*" is an alleged violation, misinterpretation or misapplication of the expressed provisions of this Agreement, or the rules, order or regulation of the Board. A "*grievance*" is a complaint which has not been resolved and which has been reduced to writing.
2. The "*grievant*" is the party asking the claim.
3. "*Supervisor*" is the person acting on behalf of the principal.
4. A "*party of interest*" is the grievant or the person or persons who might be required to take action or against whom action might be taken to resolve the problem.
5. The term "*days*" shall mean school days, unless otherwise specified.
6. The Association will furnish the Employer with the names of its representatives and alternates and such changes as may occur from time to time in such personnel, so that the employer may at all times be advised as to the authority of the individual representatives of the Association with whom it may be dealing.
7. The failure of an aggrieved person to proceed to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
8. At any level the failure of the administrator to communicate his decision within the specified time limit, shall permit the grievant to proceed to the next level.
9. If any building representative is a party of interest to any grievance, he/she shall disqualify himself and a substitute shall be named by the Association.



10. The number of days indicated at each level shall be considered as a maximum and effort should be made to expedite the process.

**B. Grievance Procedure—**

1. The primary purpose of this procedure is to secure at the lowest level possible, equitable solutions to the problem of the parties.
2. In the event that a teacher, or the Association in a class action, believes there is a basis for a grievance, he/she will first discuss the alleged violation with the building principal or the administrator directly involved. This shall be done within ten (10) days of the alleged violation or the event that caused knowledge of the alleged violation.

**Level I**

3. If, as a result of the informal discussion with the building principal or appropriate supervisor, a grievance still exists, or if no decision has been rendered, the grievant may invoke the formal grievance procedure by filing a written grievance within ten (10) days of the informal meeting provided for in B-2 above. Said grievance shall be filed on the appropriate form (Appendix C of this Agreement) and copies shall be given to the principal or supervisor involved, and to the Association.
4. Within five (5) days of the receipt of said grievance the principal or supervisor shall meet with the aggrieved party and the Association relative to the grievance and shall indicate his disposition of the grievance in writing within ten (10) days of said meeting and shall furnish a copy thereof to the grievant and the Association.

**Level II**

5. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the allotted time, the grievance may be submitted to the Superintendent within ten (10) days.
6. Within five (5) days of the receipt of said grievance the Superintendent, or his designee, shall meet with the aggrieved party and the Association relative to the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) days of said meeting and shall furnish a copy thereof to the grievant and/or the Association.

**Level III**

7. In the event that either party believes a grievance still exists, they may refer the grievance to arbitration, provided that notice to refer the matter

is given to the other party within ten (10) days from the date of the written decision at Level II.

Within fifteen (15) days after the date of the written request for arbitration, a designated representative of the Board and the Association or its designated representatives shall make every reasonable effort to agree on a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator, within the time period set forth herein, the party seeking arbitration shall within thirty (30) days file a request with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association.

The arbitrator shall hear the grievance in dispute and shall render his decision in writing within thirty (30) calendar days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the employer, the Association, and the employee or employees involved.

The arbitrator shall have no authority except to pass upon the alleged violations of the expressed provisions of the Agreement and to determine disputes involving the application or interpretation of such expressed provisions, or rule, order or regulation. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Board's rights and responsibilities except where they have been expressly and clearly limited by the terms of this Agreement.

The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his judgment for that of the employer where the employer is given discretion by the terms of this Agreement or by the nature of the area in which the employer was acting. No evidence shall be introduced in any arbitration hearing which has not been previously presented to the other party. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws.

8. The expenses and compensation for attendance of any employee, witness, or participant in the arbitration shall be paid by the party calling such employee, witness or requesting such participant, if any.
9. The fees and expenses for an arbitrator shall be shared equally by the parties and no claim for reimbursement for wages shall exceed the amount the grievant or grievance would otherwise have earned during the period of time the grievance was in existence.

## General

1. Any party of interest may be represented at all meetings and hearings at any level of the Grievance Procedure by another person. In no event shall any teacher be represented by an officer, agent, or representative of any organization in conflict or competition with the Association. Provided further, when a teacher is represented by someone other than by the Association, the Association shall have the right to have its representative present to state its views at all stages of the Grievance Procedure.
2. A complaint or grievance may be withdrawn at any level without prejudice. No reprisals of any kind shall be taken by or against any party of interest, or any participant in the Grievance Procedure by reason of such participation. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
3. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discussing and having it resolved informally with the Employer; provided that the Association is given the opportunity to be present at the hearings or meetings of such grievances and that the final decision by the Employer is not inconsistent with the terms of this Agreement.
4. Any claim or grievance arising under this contract may be processed through the Grievance Procedure until resolution. During the summer months, week days will be considered as school days.
5. A complaint or dispute involving the discharge or demotion of a teacher on continuing tenure shall not be subject to the grievance and arbitration provisions, but shall be heard pursuant to the Michigan Teacher Tenure Act.
6. A grievance diagram is attached as Appendix C-1.

## **ARTICLE XII TEACHER EVALUATION**

The parties recognize the importance and value of assisting and evaluating the progress and success of all personnel. Therefore the following agreements have been reached to facilitate these purposes.

- A. Probationary teachers shall be evaluated each year of their probationary period based on at least two (2) classroom observations held at least sixty (60) days

apart, unless a shorter interval is mutually agreed upon by the teacher and the Board. Tenure teachers shall be evaluated at least every two (2) years based on at least two (2) classroom observations conducted during the period covered by the evaluation. In no case shall one of the required observations come earlier than one (1) month following the commencement of the teacher's service that year, and for non-tenure teachers, the second evaluation shall occur at least ninety (90) days prior to the end of the school year. Required observations of tenured teachers shall take place no later than twenty (20) workdays prior to the end of any school year.

B. All formal observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. Such observations shall not be for less than one (1) class period or the duration of a particular teaching unit except by the mutual consent of the teacher and the evaluator. Observations which are to be documented shall be written and a copy given to the teacher. Additional observations for evaluation purposes for shorter time periods may be made provided they are not disruptive.

C. All evaluations shall be reduced to writing and a copy given to the teacher within ten (10) days of the formal observation. The Board shall provide each probationary teacher employed for at least a full year with an individualized development plan as required by the Michigan Teacher Tenure Act. The Board shall provide each tenured teacher who receives less than a satisfactory evaluation with an individualized development plan as required by the Act. Individualized development plans shall be developed by the Board in consultation with the individual teacher. The teacher may have a representative of the Association present during the consultation. If the teacher disagrees with the evaluation, he/she may submit a written answer which shall be attached to the file copy of the evaluation in question. A teacher who feels that his/her evaluation is unjust may submit any complaints through the grievance procedure, provided said grievance is filed within ten (10) days of the receipt of the written evaluation.

D. Within ten (10) school days of the issuance of the evaluation to the teacher the evaluator shall hold a personal conference with said teacher for the purpose of clarifying the written evaluation report.

E. A teacher shall have the right to review the contents of his file and to have a representative of the Association accompany him/her in such a review. Any material originated by the school district and contained in the teacher's personnel file which is more than four (4) years old, and to which there is no more recent reference in the file, shall upon the request of said teacher, be removed. Any material removed from an employee's personnel file shall be destroyed or retained in a separate file as determined by the Board. Any material retained in a separate file shall not be disclosed to any third party except to prevent legal action against the district or in legal proceedings brought against the district.



F. No material originating in the school district after original employment will be placed in his personnel file unless the teacher has been furnished a copy of such material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. The signature of a teacher on any materials placed in his file not originating from the teacher shall not signify agreement but only the fact that he/she is aware of such material.

If the teacher believes that material placed in his file is false or in error, such material will be removed or corrected upon evidence of its invalidity or error.

G. Any written complaint against a bargaining unit member by a parent, student or any other person will be promptly called to the attention of the member and he/she will have the opportunity to respond.

No disciplinary action shall be taken upon any complaint unless such matter is promptly reported in writing to the employee concerned. Complaints not reduced to writing shall not be cause for disciplinary action. If a written complaint results in disciplinary action, it may become part of the employee's file.

H. Since the academic achievement of students is affected by school, home, economic and social factors, teachers alone cannot be held accountable for all aspects of the academic achievement of the pupil in the classroom. Of and by themselves, test results shall not be used as evaluative of a teacher's proficiency.

### **ARTICLE XIII**

#### **SENIORITY AND REDUCTIONS IN PERSONNEL**

##### **A. Seniority**

1. Seniority shall be measured from the last date of hire. Date of hire is established as of the first day worked or the date the Board acted to hire, whichever occurs first. The date of hire (adjusted, if need be, in accordance with the following principles) shall become the seniority date and number for each teacher.
2. Teachers who have, since their last date of hire, had approved leaves of absence without pay, shall not accrue seniority during such leave time. Such teachers seniority date shall be adjusted by subtraction of the number of work days that the teacher was not working due to being on an unpaid leave of absence. Should previous records make it impossible to determine exact leave days to be deducted, the parties agree to develop a



mutually acceptable formula for calculating such leave deductions. Exception to the foregoing shall be made for teachers who were on unpaid leaves of absence due to military or disability, or extended illness leaves up to one year. Such teachers shall not have their seniority dates adjusted for the period of such leaves.

3. Administrators shall accrue no seniority during time in which they have been employed by the Board as administrators. Administrators who taught in the Northwest School District before becoming administrators shall retain the seniority as teachers which they had at the time of administrative appointment. Their time as administrative employees of the Board shall be treated with regard to teacher seniority, the same as teachers on leave (see "A2" above). The parties recognize that administrators accrue tenure as teachers while serving as administrators for the district and that, consistent with the Tenure Act, in any layoff situation, such administrators would be retained as teachers before Probationary Teachers. Administrators who, subsequent to their appointment as administrators with the Northwest District, taught part time shall accrue seniority for the period of time during which they were so assigned.

However, administrators who were professional employees of the district prior to the effective date of the first teacher collective bargaining agreement shall accrue seniority as teachers notwithstanding the foregoing.

4. Regularly employed part-time teachers shall accrue seniority on the same basis as all other teachers.
5. Term substitutes shall not accrue seniority during the period of their employment as term substitutes unless they are immediately thereafter hired on a permanent basis.
6. Title I and other special or federal program teachers, if included in the bargaining unit shall accrue seniority the same as all other teachers, including such time such teachers may have been continuously employed as teachers before becoming a part of the bargaining unit.
7. If a teacher has a recorded resignation from the Northwest District which was effective at the end of a school year and returned at the start of the following school year without missing any duty time it shall not be considered as a break in service for the purposes of this understanding.
8. A seniority list which shall include all individuals who hold seniority as a result of this master agreement shall be compiled by the Administration and reviewed by the Association no later than the end of the first semester of each year. The Administration shall provide at least one seniority list per school building.

9. In the event that more than one individual has the same seniority date according to the aforementioned seniority list, a drawing to determine position on the seniority list will be held at a time and place which will reasonably allow affected teachers and Association representatives to be present.

**B. Reduction In Personnel—**

1. The Association acknowledges that among the rights reserved to the Board is the authority to curtail program, including the establishment of partial day sessions, and to reduce the professional staff in the school district and any of its schools, particularly when such action is necessitated by reason of an insufficiency of operational tax revenues available to the Board or by reduced enrollments. The Board must provide rationale for any reduction.
2. In the event that it becomes necessary to reduce the number of teachers through layoff from employment by the District, then the teachers with the most seniority with District who are certified and qualified to staff the positions kept active shall be retained. Should reduction in hours take place, senior teachers shall be retained where possible if properly certified, in order to maintain a full contract day or year if such exists.
3. In the event of a reduction in staff, any teacher on extended leave shall be considered in the same status as an actively employed tenure teacher for the purposes of this contract section.
4. Notice of discontinuance of service shall be given to both probationary and tenure teachers at least forty-five (45) calendar days before the discontinuance of service shall become effective.

**5. Layoff Procedure—**

- a. In keeping with Article IV and Article XIII - Section B, of the Master Agreement the Board will develop a program reducing the number of teachers to be employed due to the distinct possibility reduced enrollment and finances will provide insufficient operating funds for the school year.
- b. As a result of the curtailment of school programs and in keeping with Article XIII - Section B., paragraph 2., 3., and 4., the most senior teachers that are certified and qualified will be retained to staff the positions kept active.
- c. Senior teachers displaced from a school as a result of a reduced program and declining enrollments shall be reassigned to the

position held by the teacher with the least number of years service in the school district for which the displaced teacher is certified and qualified.

After all displaced teachers have been placed in a teaching position the opportunity will be offered all displaced teachers to voluntarily exchange positions within their area of certification and qualification.

Transfer requests or requests to fill vacancies will not be accepted from other teachers until all displaced teachers have been placed.

d. Where the services of personnel have been discontinued for the foregoing reasons and subsequently the Board is able to reinstate any discontinued programs and/or increase its professional staff, recall shall be in inverse order of layoff providing teachers are certified and qualified. Recall shall be made by registered mail. Within ten (10) calendar days of receiving a recall notice a teacher will notify the Board in writing of his/her intent to return. Recall rights for probationary teachers shall not exceed two (2) years from the effective date of layoff.

e. For purposes of this Article teacher qualification shall be determined by Article VI, Section C(1).

6. It is the responsibility of teachers to keep a current address and phone number on file with the personnel office along with any updated changes in certification or qualification. For the purpose of placement in an assignment for the ensuing school year, teachers are encouraged to report in writing to the Superintendent any anticipated changes in their certification by May 1. Changes in the teacher's certification or qualification obtained and recorded in writing in the personnel office by July 1, shall entitle a teacher to be assigned to a position for which the teacher is certified and qualified as per Article VI Section C(1) on the basis of tenure and seniority.

7. Substitute teaching shall be offered to laid off teachers at the substitute teacher rate.

8. Laid-off teachers shall be notified of any long-term available bargaining unit work. Long-term shall refer to work having a known duration of twenty (20) or more work days.

## **ARTICLE XIV**

### **STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. The Board will support and assist teachers with respect to the maintenance of control and discipline in the classroom. The Board or its designated representative will take reasonable steps to relieve the teacher of responsibilities in respect to pupils who are disruptive in the classroom or repeatedly violate rules and regulations of the classroom.
- B. It is recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. However, teachers, in accordance with the Michigan School Code, have authority to use physical force in the following instances:
1. Any teacher may use such physical force as may be necessary to take possession from any pupil of any dangerous weapon carried by him.
  2. Any teacher may use such physical force as is necessary on the person of any pupil for the purpose of maintaining proper discipline over the pupils in attendance at any school or assuring the safety of the pupils concerned, other pupils, self, or school property subject to administrative policies in effect.
- C. A teacher may exclude a pupil from one (1) class period when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the Principal, as promptly as his teaching obligations will allow, full particulars of the incident.
- D. Suspension of students from school may be imposed only by a principal or his designated representative. School authorities, with the aid of the teacher, will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, will be first exhausted.
- E. Any case of assault upon a teacher in performance of his duties shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault, and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

F. The Board will reimburse the teachers for any loss, damage, or destruction of clothing or personal property, excluding cash which has not been properly secured, of the teacher while on duty in the school or on school premises, when such loss or damage is not a result of the teacher's negligence. Reimbursement shall be limited to the differences in cost between actual replacement costs and the amount actually and legally recovered from the persons involved and shall be made only upon the occurrence of one of the following events:

1. Assault on the teacher.
2. Theft from the teacher.
3. Malicious destruction of the property of the teacher.

In no event will said reimbursement exceed the amount of five hundred dollars (\$500.00) cumulative to any teacher in one (1) year.

None of the provisions of this Article are intended to duplicate either payments by or coverage by other insurance carriers.

G. The Board agrees that teachers' recommendations concerning student retention shall be given proper attention and due weight shall be given all such recommendations when promoting or retaining students.

Further, in any case where a student is promoted against the recommendation of a teacher, a conference will be held among the building principal, student, parents and teacher concerning the reasons for promotion.

## **ARTICLE XV**

### **CONTINUITY OF OPERATIONS**

A. In the event that schools are closed due to inclement weather teachers will not be required to report for duty. Notification will be made by radio.

B. All conditions of employment, and general teaching conditions shall be maintained at reasonable standards, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive the bargaining unit of professional advantages heretofore enjoyed unless expressly stated herein or unless a change is warranted in the best interest of the school district.

C. The duties or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association.



- D. The Association agrees that neither the Association, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, strike or other illegal concerted activity against the employer.

## **ARTICLE XVI NEGOTIATIONS PROCEDURE**

- A. Negotiations for a successor Agreement shall begin as soon after March 1, 1991 as the parties are able to meet.
- B. In any negotiations neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. It is recognized that all agreements are tentative until final agreement is completed. It is also recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course, of negotiating or bargaining and each team shall give their unqualified support to the proposed contract as mutually developed, subject to such ultimate ratification.
1. Either party may caucus at any time.
  2. If the parties fail to reach agreement in any such negotiations, either party may invite the mediation machinery and/or fact-finding machinery of the Michigan Employment Relations Commission.

## **ARTICLE XVII PROFESSIONAL BEHAVIOR AND IMPROVEMENT**

- A. Teachers are expected to comply with system-wide written rules, regulations and directives adopted by the Board or its representative, which are not inconsistent with the provisions of this Agreement, or the scope of general teaching responsibilities.
- B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies of professional behavior by any teacher are prohibited and the Board may discipline the offending teacher. Appropriate actions may be suspension or dismissal.

C. No teacher shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. All information forming the basis for disciplinary action will be made available to the teacher and the Association. In any case, no teacher shall be publicly reprimanded.

D. A teacher shall be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When such a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. In any case, no teacher shall be publicly reprimanded. The teacher involved will be given up to forty-eight (48) hours to secure Association representation.

E. Professional Improvement—

1. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies; and participation in community educational projects.

2. The parties encourage teacher participation in conventions, conferences and workshops which are held to upgrade teaching skills. Individual teacher participation in said events will be upon the approval by the building principal. Building principals shall attempt to approve such requests on an equitable basis throughout their faculties. The Board agrees to create a fund in each building at the rate of ten dollars (\$10.00) per teacher in that building to reimburse the teachers for expenses incurred through attendance at such conventions, conferences and workshops.

## **ARTICLE XVIII**

### **CONTRACT ADMINISTRATION**

A. Representatives of the Board's and the Association's bargaining committees will meet for the purpose of reviewing the administration of the contract and discuss other problems that may arise. These meetings are not intended to by-pass the grievance procedure. The parties will meet the third Monday in September to determine organization procedures. Both parties will submit an agenda by the Friday preceding the meeting.

B. All meetings will be held at times that are mutually agreed upon.

- C. Should such a meeting result in a mutually acceptable amendment of the Agreement, the amendment shall be subject to ratification by the Board and the Association.

## **ARTICLE XIX**

### **PROFESSIONAL COUNCIL**

The Board and the Association, in recognition of the need to involve the professional staff in the development of In-Service Education and curriculum development, hereby create the Professional Development Council.

- A. The council shall be composed of six (6) teachers, including at least one from each building and the president, to be named by the Association, and the Superintendent, or his designee and no more than two (2) secondary administrators and two (2) elementary administrators.
- B. The Council shall meet during the month of September at a time called by the President of the Association for the purpose of electing a Chairperson and a Secretary and shall establish its rules for operation at that time. There shall be no more than eleven (11) voting members.
- C. The duties of the council shall be as follows:
1. To develop and implement in-service training for the Northwest professional staff. Said training shall be limited to no more than two (2) days provided in the calendar.  
  
The nature of the training and the dates and times for the training shall be determined by the council.
  2. To make recommendations to the respective parties concerning contractual provisions in regard to in-service education for future Agreements.
  3. To consider, study and make recommendations to the Board of Education of any proposals for: major changes in curriculum, teaching methods, textbooks, educational facilities, or other proposals which represent significant changes in the educational processes. The Board agrees to give notice to the council at the time when said changes above are anticipated.
  4. To make available to members of the Board and Association summaries of discussions and findings which result from the functioning of the council.

- D. Both the Board and the Association recognize that the Professional Development Council shall not be the only source for input relating to the concerns mentioned in #3 above, but do agree that the recommendations of the council shall be heard and considered.
- E. If deemed appropriate by the council, meetings shall be conducted during the afternoon portion of the school day and the teachers involved shall be provided with a substitute teacher. Such substitutes shall be provided no more than once each month during the school year.

## **ARTICLE XX**

### **MISCELLANEOUS PROVISIONS**

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of both parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations, or policies of the Board which shall be contrary to or inconsistent with its terms.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Each teacher will have a chest X-ray or Tuberculin skin test as required by law and will supply evidence of same to the Superintendent prior to the first day of October of that year.
- F. School Code Mandates—If a problem arises during the term of this Agreement because of new school code mandates, the parties shall upon request of either party, bargain in good faith in an attempt to resolve the problem.



**ARTICLE XXI**  
**ANNEXATION, CONSOLIDATION, OR OTHER**  
**REORGANIZATION OF THE DISTRICT**

- A. During the life of this Agreement, if annexation, consolidation, or reorganization with one or more districts in whole or in part is to take place, the Board agrees to notify the Association in advance so that the Association may negotiate the effect of such change upon its members prior to such annexation, consolidation or reorganization taking place.

**ARTICLE XXII**  
**JOB SHARING**

- A. "*Job sharing*" shall be defined as two (2) teacher volunteers assuming one (1) full time teaching position.
- B. Teachers interested in a job sharing situation must present a written application to the building principal prior to March 1 of the school year. The plan submitted would include a description of:
1. Teachers involved.
  2. Grade level or subject area to be shared.
  3. Brief description of how responsibilities would be shared. Please use job sharing application as found in Appendix H.
  4. First grade positions, and other grades and classes so designated by the Principal would be exempt if shown to be educationally unsound.
- C. Teachers interested in job sharing will be informed by May 1 of each year if the job sharing plan has been accepted. Denial will be accompanied by written reasons.
- D. Teachers involved in job sharing will agree to job share for the entire school year. However, teachers would only be committed to a one (1) year assignment. Successful job sharing assignments can be renewed with approval of the building principal.
- E. Job sharing will not be used to create part time teaching positions. Teachers who participate in job sharing will accrue the same benefits and rights as though they held a full time position except they will receive one-half of the salary that normally would have been paid had they been full time teachers. Teachers so



involved will plan their regular schedules to include a twenty (20) minute overlap of time to jointly plan teachers' activities.

F. A teacher who participates in job sharing shall retain the right to his/her former position after one year. In making staff assignments for the coming school year, both teachers will be considered as holding their former positions.

G. Teachers involved in job sharing will not be eligible for unemployment insurance.

H. No more than six (6) teachers in each building will participate in job sharing in each school building each school year.

### **ARTICLE XXIII FULL TIME ADULT EDUCATION TEACHERS**

A. Applicable Provisions—Full time adult education teachers in the bargaining unit shall be entitled to only those rights under the Agreement which are included in the following Articles. This Article further identifies any additional language that is applicable to full time adult education teachers.

Article I	Recognition (excluding "C" and "D")
Article II	Association Rights
Article III	Teacher Rights
Article IV	Rights of the Board
Article V	Professional Dues, Fees, Payroll Deductions
Article XI	Grievance Procedure
Article XII	Teacher Evaluation
Article XIV	Student Discipline and Teacher Protection
Article XV	Continuity of Operations
Article XVI	Negotiations Procedure
Article XVIII	Contract Administration
Article XIX	Professional Council
Article XX	Miscellaneous Provisions
Article XXI	Annexation, Consolidation, or Other Reorganization of the District
Article XXIV	Duration of Agreement

B. Definition of Full Time—*"Full time"* is defined as adult education teachers who are regularly scheduled to work at least forty (40) hours per week. Adult education teachers who are regularly scheduled to work less than forty (40) hours per week are not covered by terms of this Agreement. For the duration of this Agreement, the administration shall use reasonable efforts to assign the two

existing full time adult education teachers at least forty (40) hours of work per week.

C. Hours—The Board has the right to determine the schedule, hours, and teaching assignment of each full time adult education teacher. Full time adult education teachers shall report and be on duty as per their individual assigned schedule.

D. Qualifications—Each full time adult education teacher shall possess a valid teaching certificate, and endorsement when necessary, from the State of Michigan for the area to which the teacher is assigned.

E. Transfer Requests—Requests by full time adult education teachers to change his/her adult education teaching assignment shall be made in writing, one (1) copy of which shall be filed with the adult education director and one (1) copy shall be filed with the Association. The application shall set forth the reasons for the change.

F. Vacancies—Whenever a vacancy in a full time adult education assignment occurs, the Board shall supply the Association with a list of such vacancies and shall post such vacancies on a designated bulletin board. No vacancy shall be filled on a permanent basis until such vacancy shall have been listed with the Association for five (5) school days. In the summer such lists shall be posted in the administration building for five (5) work days.

In filling such vacancies the Board shall consider the professional background and attainments and other qualifications of the applicants, but preference shall be given to the senior full time adult education teacher who applies if he/she is certified and qualified to fill the positions.

Teachers desiring to have vacancy notices sent to them during the summer shall leave their name and address with the personnel office prior to the end of each school year. Only teachers certified for such adult education vacancies will be mailed vacancy notices.

G. Notification of Absence—In case of absence, the teacher will notify the director by 7:45 a.m. on the day of absence. Absentees shall have plans and materials so arranged that a substitute will be able to assume the position with a minimum of interruption. An absent teacher whose lesson plans are not available shall call lesson plans to the director or a delegated representative before the start of the morning session.

H. Leaves of Absence—

1. Leaves of Absence with Pay—

a. Sick Leave—At the beginning of each school year, each teacher will be credited with ten (10) days. However, it is understood that

sick leave is earned monthly. Sick leave not used shall be accumulative to a maximum of one hundred (100) days.

A teacher may use sick leave for reasons of illness, disability or injury. The Board may require an examination at Board expense, and/or a doctor's note for an apparent illness, injury, or disability. Any other reason for using sick leave must be granted by the Superintendent.

- b. Personal Leave—At the beginning of each school year, each teacher shall be credited with one (1) day to be used for the teacher's personal business. Personal business may be used for personal and family matters that cannot be taken care of outside of school hours and shall not be used for recreation or vacation. A teacher planning to use a personal business day shall notify his/her building of emergency by submitting the form which is attached hereto as Appendix F. In cases of emergencies, the time limit shall be waived by the building principal. Unused personal days shall accumulate as sick leave. These days may not be used the day before or the day after any holiday or vacation period unless an exception is granted by the Superintendent.

2. Unpaid Leaves of Absence—Unpaid leaves of absence for valid reasons up to one (1) year may be requested from the Board. Upon return from leave of absence up to one (1) year, the teacher shall be returned to the teacher's specific assignment if it still exists. If the specific assignment is no longer in existence, the teacher shall be returned to a comparable adult education position. If a comparable adult education position does not exist the teacher shall be returned to the first available adult education position for which the teacher is certified and qualified.

- I. Seniority—Seniority shall be measured from the last date of hire as a full time adult education teacher and will only apply within the full time adult education department. Date of hire (adjusted, if need be, in accordance with the following principles) shall become the seniority date and number for each teacher.

1. Adult education teachers who have, since their last date of hire, had approved leaves of absence without pay, in excess of thirty (30) consecutive days shall not accrue seniority during such leave time. Such teachers' seniority date shall be adjusted by subtraction of the number of work days that the teacher was not working due to being on an unpaid leave of absence.
2. A seniority list which shall include all full time adult education teachers within the full time adult education department will be compiled by the Administration and reviewed by the Association no later than the end of the first semester of each year.

3. In the event that more than one full time adult education teacher has the same seniority date according to the aforementioned seniority list, a drawing to determine position on the seniority list will be held at a time and place which will reasonably allow affected teachers and association representatives to be present.

J. Reduction in Personnel—Due to the changing nature of the adult education program assigned working hours may have to be adjusted. Least senior teachers will be affected first if it is necessary to reduce hours provided the senior teachers are certified and qualified to teach the remaining classes.

K. Class Size—The administration will continue the current practice of taking reasonable steps to maintain class sizes at acceptable levels. The foregoing shall not be applicable to Learning Center classes.

The administration shall make reasonable efforts to provide suitable classroom space and a work station for each student.

L. Supplies and Materials—The Board will provide the teachers with appropriate supplies and materials for instructional needs. The Director of Adult and Community Education will give careful consideration to requests by teachers for supplies and materials.

M. Preparation Time—Preparation and conference time for full time adult education teachers shall be minimally the same as currently provided. Modifications to each teacher's weekly schedule may be arranged between the teacher and Adult Education Program Director, as dictated by demands of the workload.

N. Use of Force—Adult education teachers may use reasonable physical force to the extent permitted by §1312 of the School Code, as amended.

O. Professional Compensation—Adult education teachers will be paid on an hourly rate for scheduled hours actually worked. Full time adult education teachers will be paid an additional five percent (5%) per hour on their appropriate step level.

<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
13.88	14.47	15.05	15.95	16.91

P. Benefits—Full time adult education teachers will be provided with an annuity of one hundred ten (\$110.00) dollars per month.

Q. Snow Days—When school is closed due to inclement weather, fires, epidemics, mechanical breakdowns or health conditions, teachers shall not be required to report.

Teachers will receive their regular pay for days which are canceled, but shall work on any rescheduled days with no additional compensation.

If, at any time during the life of this Agreement it becomes lawful to count as days of pupil instruction for all grades, days when pupil instruction is not provided due to conditions not within the control of school authorities such as due to inclement weather, fires, epidemics or health conditions, it is agreed that the following school closing provision shall become immediately effective:

When an act of God or any employer directive forces the closing of a school or other facility of the employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost due to school closing under the foregoing circumstances shall not be rescheduled.

R. Individual Teaching Contracts—Full time adult education teachers shall be issued individual teaching contracts in the same manner as regular K-12 teachers.

#### ARTICLE XXIV DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1994 and shall continue in effect until June 30, 1997.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

JACKSON COUNTY EDUCATION  
ASSOCIATION

NORTHWEST BOARD OF EDUCATION

By: Roger F. Perry  
Roger F. Perry, President

By: David B. Price  
Its President

By: Patricia A. Schopmeyer  
Patricia A. Schopmeyer, Uniserv Director

By: Jeanne M. Putnam  
Its Secretary

Dated this 14 day of December, 1994.



APPENDIX A-1  
1994-1995 SALARY SCHEDULE

STEPS	BA	BA+19	BA+30 MA	MA+15	MA+30
1	26,501	27,196	27,894	28,680	29,461
1.5	27,134	27,931	28,728	29,500	30,272
2	27,769	28,665	29,563	30,321	31,085
2.5	28,467	29,394	30,323	31,112	31,905
3	29,165	30,121	31,085	31,904	32,726
3.5	29,861	30,851	31,841	32,701	33,560
4	30,560	31,581	32,600	33,498	34,395
4.5	31,256	32,311	33,360	34,301	35,240
5	31,954	33,042	34,120	35,104	36,085
5.5	32,650	33,768	34,880	35,902	36,921
6	33,349	34,492	35,641	36,697	37,755
6.5	34,033	35,216	36,398	37,503	38,602
7	34,716	35,937	37,156	38,306	39,447
7.5	35,428	36,667	37,903	39,090	40,271
8	36,135	37,397	38,649	39,873	41,094
8.5	36,835	38,122	39,410	40,670	41,928
9	37,534	38,853	40,171	41,469	42,759
9.5	38,232	39,580	40,931	42,270	43,609
10	38,926	40,309	41,691	43,073	44,457
10.5	39,623	41,037	42,452	43,870	45,289
11	40,323	41,764	43,214	44,666	46,120
11.5	41,307	42,775	44,245	45,719	47,197
12	42,290	43,786	45,276	46,774	48,266

APPENDIX A-2  
1995-1996 SALARY SCHEDULE

STEPS	BA	BA+19	BA+30 MA	MA+15	MA+30
1	27,296	28,012	28,731	29,540	30,345
1.5	27,948	28,769	29,590	30,385	31,180
2	28,602	29,525	30,450	31,231	32,018
2.5	29,321	30,276	31,233	32,045	32,862
3	30,040	31,025	32,018	32,861	33,708
3.5	30,757	31,777	32,796	33,682	34,567
4	31,477	32,528	33,578	34,503	35,427
4.5	32,194	33,280	34,361	35,330	36,297
5	32,913	34,033	35,144	36,157	37,168
5.5	33,630	34,781	35,926	36,979	38,029
6	34,349	35,527	36,710	37,798	38,888
6.5	35,054	36,272	37,490	38,628	39,760
7	35,757	37,015	38,271	39,455	40,630
7.5	36,491	37,767	39,040	40,263	41,479
8	37,135	38,519	39,808	41,069	42,327
8.5	37,940	39,266	40,592	41,890	43,186
9	38,660	40,019	41,376	42,713	44,042
9.5	39,379	40,767	42,159	43,538	44,917
10	40,094	41,518	42,942	44,365	45,791
10.5	40,812	42,268	43,726	45,186	46,648
11	41,533	43,017	44,510	46,006	47,504
11.5	42,546	44,058	45,572	47,091	48,613
12	43,559	45,100	46,634	48,177	49,714

APPENDIX A-3  
1996-1997 SALARY SCHEDULE

STEPS	BA	BA+19	BA+30 MA	MA+15	MA+30
1	28,006	28,740	29,478	30,308	31,134
1.5	28,675	29,517	30,359	31,175	31,991
2	29,346	30,293	31,242	32,043	32,850
2.5	30,083	31,063	32,045	32,878	33,716
3	30,821	31,832	32,850	33,715	34,584
3.5	31,577	32,603	33,649	34,558	35,466
4	32,295	33,374	34,451	35,400	36,348
4.5	33,031	34,145	35,254	36,249	37,241
5	33,769	34,918	36,058	37,097	38,134
5.5	34,504	35,685	36,860	37,940	39,018
6	35,242	36,451	37,664	38,781	39,899
6.5	35,965	37,215	38,465	39,632	40,794
7	36,687	37,977	39,266	40,481	41,686
7.5	37,440	38,749	40,055	41,310	42,557
8	38,101	39,520	40,843	42,137	43,428
8.5	38,926	40,287	41,647	42,979	44,309
9	39,665	41,059	42,452	43,824	45,187
9.5	40,403	41,827	43,255	44,670	46,085
10	41,136	42,597	44,058	45,518	46,982
10.5	41,873	43,367	44,863	46,361	47,861
11	42,613	44,135	45,667	47,202	48,739
11.5	43,652	45,204	46,757	48,315	49,877
12	44,692	46,273	47,846	49,430	51,007

## APPENDIX A-4

### LONGEVITY

Those teachers who have completed the last step of the Northwest School District Schedule by June 30 of the previous year shall receive a longevity payment of two and three-tenths percent (2.3%) of the BA base in addition to their annual salary as specified in the Salary Schedule.

This longevity payment shall be made to currently employed teachers in January of each year.

## APPENDIX B

### EXTRA-CURRICULAR SCHEDULE

The inclusion of any activity below does not establish a position but only indicates the rate of pay for such a position if it is established for that year by the Board of Education. The parties agree that the tenure law does not apply to extra-curricular assignments, however, such assignments are subject to the terms and conditions of this Agreement.

<u>High School Positions</u>	<u>Percentage</u>
Head Varsity Football Coach and Coordinator	15.0%
Assistant Varsity Football Coach (2)	9.5%
Junior Varsity Football Coach (2)	9.5%
Freshman Football Coach	8.0%
Head Varsity Basketball Coach & Coordinator--Boys/Girls	15.0%
Junior Varsity Basketball Coach--Boys/Girls	10.0%
Freshman Basketball Coach	8.0%
Cross Country--Boys/Girls	8.5%
Golf--Boys/Girls	7.5%
Varsity Wrestling and Coordinator	12.0%
Jr. Varsity Wrestling	8.0%
Head Track Coach and Coordinator--Boys/Girls	10.0%
Assistant Varsity Track Coach (2)--Boys/Girls	7.0%
Head Varsity Baseball Coach and Coordinator	10.0%
Assistant Varsity Baseball Coach	7.0%
Junior Varsity Baseball Coach	7.0%
Freshman Baseball Coach	7.0%
Head Varsity Girls Gymnastics	10.0%
Assistant Girls Gymnastics	6.0%
Head Girls Volleyball Coach and Coordinator	11.0%
Junior Varsity Volleyball	8.0%
Head Varsity Softball Coach	10.0%
Assistant Varsity Softball Coach	7.0%
Junior Varsity Softball Coach	7.0%
Tennis--Boys/Girls	7.0%
Head Varsity Cheerleading and Coordinator	(4.0/sn) 8.0%
Junior Varsity Cheerleading	(3.5/Sn)
Freshman Cheerleading	(3.25/Sn)
H. S. Strength and Coordinator/Trainer	3.0/Sn
High School Newspaper without class	7.0%
High School Newspaper with class	5.0%
High School Yearbook without class	7.0%



High School Yearbook with class	5.0%
High School Game Manager--Fall	3.0%
High School Game Manager--Winter	5.0%
High School Band	9.5%
High School Marching Band	7.5%
Pep Band	4.0%
H.S. Choir (including chorale and all other extra curricular activities associated with department)	8.0%
Academic Games Advisors (for each team)	2.0%
Major School Play or Musical	5.0%
Debate	3.5%
Forensics	3.5%
Department Chairperson*	3.0%
Library Coordinator	6.0%
Driver Ed. Coordinator	14.0%
Vocational Coordinator	7.0%
Clubs*	2.0%
High School Student Government*	8.0%
Senior Class Advisor (2)*	3.0%
Junior Class Advisor (2)*	3.0%
Sophomore Class Advisor*	2.0%
Freshman Class Advisor*	2.0%
Academic Awards Advisor*	2.0%
Art Fair*	2.0%

#### Junior High Positions

Football (2)	7.0%
Basketball	7.0%
Wrestling (2)	6.0%
Volleyball	6.0%
Track (2)	6.0%
Cheerleading	Winter 3.0/Sn--Fall 3.0/Sn
Junior High Games Manager--Fall	2.0%
Junior High Games Manager--Winter	4.0%
Junior High Newspaper with class	2.0%
Junior High Newspaper without class	3.0%
Junior High Yearbook with class	3.0%
Junior High Yearbook without class	5.0%
Junior High Band	8.0%
Junior High Choir	4.0%
Junior High Student Council*	5.0%
Art Fair*	2.0%
Clubs*	2.0%
Department Chairperson*	3.0%

Special Education (percentage to be applied to BA base)

Elementary Special Education	3.0%
Secondary Special Education	4.0%
Special Education Coordinator	4.0%

Other Positions

Hourly rate based on number of years teaching in named indicated area in the Northwest School District

1994 - 1995					
	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
Driver Education	14.30	14.90	15.50		
Summer School	14.30	14.90	15.50		
Adult Education Teacher**	14.30	14.90	15.50	16.43	17.42
Homebound Teacher	14.30	14.90	15.50		
1995 - 1996					
	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
Driver Education	14.73	15.35	15.97		
Summer School	14.73	15.35	15.97		
Adult Education Teacher**	14.73	15.35	15.97	16.92	17.94
Homebound Teacher	14.73	15.35	15.97		
1996 - 1997					
	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
Driver Education	15.11	15.75	16.39		
Summer School	15.11	15.75	16.39		
Adult Education Teacher**	15.11	15.75	16.39	17.36	18.41
Homebound Teacher	15.11	15.75	16.39		

(Homebound teacher to be paid mileage at IRS rates for distance between student's home and the student's home school)

\*\*Laid off bargaining unit members shall be given preference for adult education vacancies

Grievance # \_\_\_\_\_

1. Superintendent
2. Principal (in duplicate)
3. Association
4. Teacher

**APPENDIX C**  
**GRIEVANCE REPORT FORM**

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>

**STEP I**

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. 1. Statement of Grievance (including contract provisions applicable): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Signature* *Date*

C. Disposition by Principal: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Signature* *Date*

D. Position of Grievant and/or Association: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Signature* *Date*

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## STEP II

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A. Date received by Superintendent or Designee: \_\_\_\_\_

B. Disposition of Superintendent or Designee: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

C. Position of Superintendent or Designee: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

---

## STEP III

---

A. Date submitted to arbitration: \_\_\_\_\_

B. Disposition and award of arbitrator: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

## **APPENDIX C-1**

### **GRIEVANCE DIAGRAM**

<b>Alleged violation or event</b>	<b>10 days</b>
<b>Informal discussion with immediate Supervisor/Administrator</b>	<b>10 days</b>
<b>Written grievance</b>	<b>5 days</b>
<b>Meeting with immediate Supervisor/Administrator</b>	<b>10 days</b>
<b>Immediate Supervisor/Administrator</b>	<b>10 days</b>
<b>Superintendent's referral</b>	<b>5 days</b>
<b>Meeting with the Superintendent</b>	<b>10 days</b>
<b>Superintendent's Disposition</b>	<b>10 days</b>
<b>Written intent to arbitrate</b>	<b>15 days</b>
<b>Mutual selection of arbitrator</b>	<b>30 days</b>
<b>Demand for arbitration</b>	



## APPENDIX D

- A. The Board of Education agrees to provide, without cost to the bargaining unit member the following MESSA PAK for a full twelve (12) month period for the bargaining unit member and his/her entire family.

### PLAN A (For employees needing health insurance)

Health	MESSA Super Care I (50/100 annual deductible paid by teachers)
Long Term Disability	66-2/3% 90 calendar day modified fill \$2,500 maximum, freeze on offsets Alcoholism/drug addition and mental/nervous same as any other illness
Dental	MESSA/DELTA Dental Plan E 06 (80/80/75: \$750) COB
Negotiated Life	\$25,000 AD&D
Vision	VSP-2

### Plan B (For employees not needing health insurance)

Dental	MESSA/DELTA Dental Plan E 007 (80/80/80: \$1,300)
Vision	VSP-3
Negotiated Life	\$35,000 AD&D
Long Term Disability	Same as in Plan A above

Bargaining unit members selecting Plan B shall be provided fifty five dollars (\$55.00) per month to be applied to a Tax Deferred Annuity (TDA) Plan as provided in Article V of this Agreement

Each bargaining unit member must elect to be covered by either Plan A or Plan B as specified above.

- B. The Board will provide information about insurance benefits at the time of initial employment and/or upon teacher request. It shall be the responsibility of all employees to apply for new coverages, or changes in coverages within the time limits prescribed by the insurance carriers.
- C. The completion of a full contract year shall entitle a teacher to twelve (12) months of insurance benefit coverage. Coverage for those employees leaving the school district at the end of a contract year will terminate as of September 1, of the next school year. In the case of retirement, insurance coverage ends on the effective date of retirement. (As member is then eligible for retirement system insurance.) Upon written request coverage may be extended until October 1.
- D. If a teacher is laid off, insurance benefits will continue to remain in effect to the maximum extent possible through the insurance carrier at the employee's expense.
- E. A teacher on a leave of absence may continue under group coverage for twelve (12) months. During such time the teacher shall be responsible for submitting premium payments in advance, directly to the Board.
- F. Any teacher employed at least half time shall receive the same fringe benefits as members selecting MESSA PAK Plan B.
- G. Coverage for those teachers employed less than a school year will be calculated on the basis of one and one quarter (1-1/4) months coverage for each twenty (20) days of teaching that school year. However, if a teacher leaves the employment of the district prior to the need of the school year, for any reason, the insurance benefits will terminate at that time.
- H. Teachers who are liable for some part of the premium or because of additions to their policy and desiring summer coverage for those additions and who do not draw summer pay checks will have their share of the summer premiums deducted from their final pay check of the school year.
- I. The terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility and termination of coverage and other related matters.
- J. The Board by payment of the premium payments required to provide the coverage, shall be relieved from all liability with respect to the benefits provided by the insurance coverages as above described. The failure of an insurance company to provide any of the benefits for any reason shall not result in any liability to the Board or the Association, nor shall such failure be considered a breach by either of them of any obligation.

# APPENDIX E 1994-1995 SCHOOL CALENDAR

August 29, 1994	Teacher In-Service/Workday—Students not in session
August 30, 1994	First day for Students—½ day students in a.m.—Teacher workday in p.m.
September 5, 1994	Labor Day—District holiday as per contracts
October 26, 1994	½ day for Students a.m.—Teacher in-service p.m.
November 7-10 & 14	Evening Parent/Teacher Conferences Parnall Nov. 7 & 10—6:00-8:00 p.m. Flora List Nov. 7 & 14—5:00-7:00 p.m. NW Elementary Nov. 8 & 10—5:00-7:00 p.m. Jr High & H.S. Nov. 9 & 10—6:00-8:00 p.m.
November 11, 1994	Students not in session—Parent/Teacher conferences a.m. Secondary buildings: 7:30 - 10:45 a.m. Elementary bldgs: 8:25 - 11:45 a.m. (½ day for teachers)
November 24-25, 1994	Thanksgiving Vacation—District holiday as per contracts
December 7, 1994	½ day for Students a.m.—Teacher In-Service p.m.
December 19 - Jan 2	Winter vacation —Students not in session
January 16, 1995	Martin Luther King Day—District holiday as per contracts
January 20, 1995	In-Service/Workday (1st semester ends)—Students not in session
March 9, 1995	½ day for Students a.m.—Teacher In-Service p.m.
March 30, 1995	½ day for Students a.m.—Parent/Teacher Conf. Afternoon/evening Secondary Bldgs: 12:00-2:45 p.m. Elementary Bldgs: 12:45-3:25 p.m. All Buildings: 6:00-9:00 p.m.
March 31, 1995	½ day for Students a.m.— ½ day for teachers
April 3-7, 1995	Spring vacation—Students not in session
April 14, 1995	Good Friday—District holiday as per contracts
May 29, 1995	Memorial Day—District holiday as per contracts
June 9, 1995*	Students a.m.—Teacher workday p.m.
Teachers--183 days Students--180 days	

\*The last student/teacher day is a tentative date which is subject to adjustment in order to fulfill required days of instruction. The last day will be ½ for students and a full day for teachers. Required make up days will be added to the end of the school year calendar.

## APPENDIX F LEAVE REQUEST REPORT

Name \_\_\_\_\_ Building and/or Classification \_\_\_\_\_

Day(s) absent \_\_\_\_\_ Total number of days absent \_\_\_\_\_

Reason for absence \_\_\_\_\_

Contract article number \_\_\_\_\_ Request leave with pay \_\_\_\_\_ Yes \_\_\_\_\_ No

Charge against sick leave \_\_\_\_\_ Yes \_\_\_\_\_ No Charge against personal leave \_\_\_\_\_ Yes \_\_\_\_\_ No

Date \_\_\_\_\_

Requested by \_\_\_\_\_

Submitted through \_\_\_\_\_  
Principal/Supervisor Date

Office Use Only	
____ Approved	____ Denied
Supt/Asst Supt	Date

*Personal business leave is not to be used for vacation or recreation*

## APPENDIX G EARLY RETIREMENT

Should a teacher retire from the Northwest School District after September 1, 1988 and who is eligible for Michigan School Employees State Retirement Benefits, he/she shall receive five hundred dollars (\$500.00) for each year difference between the teacher's age on the effective date of retirement and the number sixty seven (67).

To be eligible the teacher must have a minimum of ten (10) years of teaching experience in the Northwest School District and be at least fifty two (52) years of age.



APPENDIX H  
JOB SHARING APPLICATION

Name: \_\_\_\_\_ Current Assignment: \_\_\_\_\_

Name: \_\_\_\_\_ Current Assignment: \_\_\_\_\_

Job to be shared: \_\_\_\_\_

Brief description of how duties will be handled: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Explanation of the distribution of overlapping duties: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

Approved \_\_\_\_\_ Denied \_\_\_\_\_

If denied, reasons: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Comments and/or suggestions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Principal's signature*

LETTER OF UNDERSTANDING

The Jackson County Education Association, NWEA, MEA/NEA, and the Northwest School District Board of Education hereby agree that the current adult and community education coordinator (Nancy Hay) will continue to accrue teacher bargaining unit seniority while employed as the adult and community education coordinator although that position is excluded from the teacher bargaining unit.

Jackson County Education  
Association

By Patricia A. Schopmeyer  
Its President

The Northwest School District  
Board of Education

By David C. Reed 11-17-85  
Its President

Dated this 31st. day of July, 1985.

**Letter of Agreement**  
between the  
**Northwest School District**

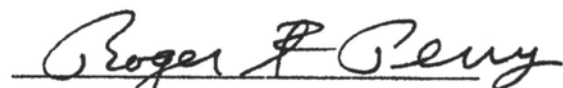
and the  
**Jackson County Education Association**

The parties agree to the following:

1. The Northwest School District Administration will consult with the Association in order to reach agreement on the conditions for the transfer of the first grade to Flora List and any other positions effected by the change to Flora List (third grade from one elementary to the other, etc.) in 1994-95. This includes how to transfer teachers, post and/or fill positions, etc.
2. This agreement will be reached between an equal amount of Administrators and Association Representatives.
3. If the parties cannot agree to the terms and conditions of the transfer issues, the District may implement a plan and the Association may take any action as may be provided for in the Master Agreement.

  
Northwest School District

6/16/94  
Date

  
Jackson County Ed. Assoc.

June 13, 1994  
Date

LETTER OF AGREEMENT  
between the  
NORTHWEST SCHOOL DISTRICT  
and the  
JACKSON COUNTY EDUCATION ASSOCIATION

The parties agree to the following interpretation of Article IX, Section C.3 of the 1994-1997 Master Agreement:

The Board shall grant a sabbatical leave if the sabbatical leave is recommended by the Superintendent.

David B. Price  
Northwest School District

Roger F. Perry  
Jackson County Education Association

Dated: 12/14/94

Dated: 12/5/94

**LETTER OF AGREEMENT**  
**between the**  
**NORTHWEST SCHOOL DISTRICT**  
**and the**  
**JACKSON COUNTY EDUCATION ASSOCIATION**

The parties agree to the creation of a teaching position for a "Responsibility Room" at Northwest High School. This teaching position is in a unique situation and requires the placement of a teacher who will be able to deal with a "Responsibility Room Environment." Relative to the "Responsibility Room" position, the parties further agree to the following:

1. A committee will be formed composed of two (2) administrative staff and two (2) teachers as determined by the original Steering Committee. This committee will have the following responsibilities:
  - A. Develop a job description for the "Responsibility Room" teacher position.
  - B. Develop the profile and qualifications for the "Responsibility Room" position.
2. Post the "Responsibility Room" position according to the Master Agreement, Article VIII, Section B, in Northwest High School.
3. For the "Responsibility Room" position only, the Association agrees that the committee formed in No. 1 of this Agreement shall interview and recommend to the Superintendent a candidate according to the job description and qualifications as developed in 1.A. and B. of this Agreement. The Superintendent will have the final right of assignment.
4. It is understood that all applications for the "Responsibility Room" position are voluntary and a teacher may withdraw his/her application at any time prior to the selection.
5. The teacher selected for the "Responsibility Room" position will retain all rights in the Master Agreement between the parties.
6. The teacher selected shall be able to exercise the right to return to his/her original position at the end of the 1994-95 school year, the end of the 1995-96



school year and the end of the 1996-97 school year. If his/her original position does not exist, he/she shall be placed in a similar position based on his/her seniority.

7. The Administration shall be able to exercise the right to remove a teacher from the "Responsibility Room" for just cause and/or at the end of the 1994-95, the end of the 1995-96 school year and the end of the 1996-97 school year. The teacher shall be returned to his/her original position. If his/her original position does not exist, he/she shall be placed in a similar position based on his/her seniority.
8. Any teacher evaluation for the "Responsibility Room" position that is less than satisfactory shall be removed from the teacher's personnel file after his/her return to his/her original position and the completion of one (1) satisfactory year.
9. The position of "Responsibility Room" shall be for the second semester of 1994-95, and school years 1995-96 and 1996-97. The parties shall review the position at the end of the 1996-97 school year.
10. If, at any time during the life of this agreement, problems arise surrounding the "Responsibility Room" position, the parties will meet, upon request of either party, to mutually solve said problems.
11. A term substitute will be hired to fill the original position of the "Responsibility Room" for the second semester of 1994-95. The position shall be posted and filled as per the Master Agreement for 1995-96 and 1996-97.
12. Any current teacher hired to fill the "Responsibility Room" teacher's original position shall, upon return of the teacher, be returned to his/her original position as per No. 6 of this Agreement.

Jackson County Education Association

Northwest School District

By:

Roger A. Perry

By:

John J. Lohman

Dated:

12/16/94

Dated:

12-20-94

**LETTER OF AGREEMENT**  
**between the**  
**NORTHWEST SCHOOL DISTRICT**  
**and the**  
**JACKSON COUNTY EDUCATION ASSOCIATION**

The district applied for an "At Risk" grant through the Department of Education early in the school year. Recently the Department of Education approved the grant application which included the adding of two "At Risk" counselors to serve specific students at Flora List School, Junior High School and the High School. Because these are new positions, and will be filled late in the school year obtaining desirable temporary (term substitutes) applicants could be difficult due to the limited number of candidates available in the work force. Advertising the positions as regular work may attract more applicants.

The district would like to fill the positions as soon as possible in order to provide direct services to the students of the district, and support services to the teaching staff in the buildings.

The parties therefore agree to the following:

The two current "At Risk" counseling positions will be considered vacancies, and will be posted within the district. If the counseling position(s) are filled from within by an internal teacher, that teacher's position(s) will be filled with a term substitute for the balance of the 1994-95 school year. If the transferring teacher's position(s) still exists for the 1995-96 school year it will be posted and filled per the Master Agreement.

Except as set forth above, the 1994-97 Master Agreement shall remain in full force and effect.

Jackson County Education Association

Northwest School District

By:

Roger F. Perry  
Roger F. Perry, President

By:

Ted Culver  
Ted Culver, Superintendent

Dated:

1/10/95

Dated:


1-12-95

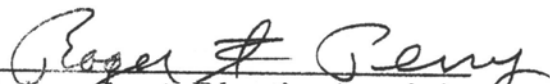
**LETTER OF AGREEMENT**  
between the  
**NORTHWEST SCHOOL DISTRICT**  
and the  
**JACKSON COUNTY EDUCATION ASSOCIATION**

The Northwest School District and the Jackson County Education Association agree to the following:

North Central Accreditation Steering Committee.

During the term of subject agreement and beginning with the 1994-95 school year, the chair of the North Central Accreditation Steering Committee, appointed by the Principal in each school building, shall be considered an extra curricular position. The compensation for each school year shall be 3% of the BA salary. The step on the BA salary schedule will be determined by the number of years, up to five, that the individual has served the School District in that position.

  
Northwest School District

  
Jackson County Education Association

Dated: 1-17-95

Dated: 1-17-95