

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

MASTER AGREEMENT
NORTHPORT
PUBLIC SCHOOL

1987-88
1988-89
1989-90

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Northport Public Schools

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1.

PREAMBLE

AGREEMENT, made this 2nd day of July, 1987, between the Board of Education of the Northport Public School District, Northport, Michigan, hereinafter referred to as the "Board" and the Northport Education Association, hereinafter referred to as the "Association".

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

WHEREAS, following negotiations during the school year, ¹⁹⁸⁷⁻⁸⁸~~1982-83~~, certain understandings and agreements have been reached by the Board and the Association and

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

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

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for classroom teachers. The term "classroom teacher", when used hereinafter in the Agreement, shall refer to all certified teaching personnel under contract except those serving in a supervisory capacity. References made 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.

ARTICLE II PROFESSIONAL COMPENSATION

- A. The salaries of classroom teachers covered by the agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. (See Appendix II.) The salary schedule is based on the assumption that the teacher will perform more than just a normal teaching assignment during normal teaching hours.
- B. For responsibilities beyond normal teaching hours, the teacher shall be compensated as shown in Schedule B. Schedule B shall not be considered as an all inclusive listing of responsibilities for which extra compensation may be granted. The Board reserves the right to establish additional positions of responsibilities other than those listed in Schedule B and to establish the rate of compensation for the work performed. However, if additional coaching positions which are not in Schedule B should arise during the life of this agreement, they shall be subject to negotiations between the Board and the Association to establish an equitable pay rate according to existing Schedule B positions. It is expressly understood that tenure status does not apply to Schedule B positions and that such positions may be filled by school employees other than bargaining unit members.
- C. Payment of regular salary will be made on alternate Fridays beginning with the first Friday in September. The bargaining unit member shall designate his/her choice of twenty ^{one} (20) or twenty six (26) equal payments which shall remain in effect on a continuing basis unless changed in writing by the bargaining unit member prior to September 1 of any particular year. Retiring teachers may elect to receive accrued salary on the last contract day.

D. Deductions of a mandatory nature shall include:

1. Withholding Tax - State and Federal
2. Social Security

Deductions of a voluntary nature shall include:

1. MESSA or SET Health and Accident Insurance
2. M.E.A., N.E.A., and Local Association Dues
3. Tax sheltered savings or retirement insurance
4. MESSA Insurance options as listed in Article II, Section I.
5. TBA Credit Union

Authorization of deductions:

1. Deductions of a voluntary nature shall be authorized in writing by November 1 of the contract year.
2. Deduction of local, state, and national association dues may be made on a monthly basis. The Board assumes no liability to the local, state, or national association for dues payments in excess of the monthly deductions.

E. The computation of a teacher's daily wage will be based on a school year of 183 days being divided into the gross salary.

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F. The 1987-88, 88-89, and 89-90 school calendars shall consist of the state required 180 "attendance days" and three (3) additional contract days. The first attendance day of the contract will be the first Tuesday after Labor Day. Two (2) of the three (3) additional contract days will be in-service days conducted by the administration. In-service shall be defined as "professional development of teachers to improve classroom instruction and/or to develop methods to assist students with special needs and problems". One (1) of the three (3) additional contract days will be used for a records' day at the end of the school year.

G. 1. The Board will provide the cost of MESSA Super Med with MESSA Care Rider or SET Medical/Supplemental Severance account option for each full-time teacher and his/her eligible dependents (i.e. spouse and children). Teachers employed part-time shall have health insurance benefits prorated on the same fractional basis as for which they are employed, however, each such employee shall receive no less than single subscriber coverage. In the event someone resigns for medical reasons or dies, their insurance will be prorated. (Example: 60 of the 183 calendar days worked: $60/183 = .3274 = 4$ months insurance.) Resigning for any other reason during the course of the school calendar year will result with the insurance being terminated the end of the last month of employment. It is understood that any teacher receiving paid Blue Cross insurance at the time of ratification of this contract may continue with the Blue Cross group. If total premiums for the health/hospital, dental and vision insurance coverages increase by more than 7% over the 1987-88 school year, or by more than 6% over the 1988-89 school year, then the Association shall advise the

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Board in writing within fifteen (15) working days of when the Board and the Association are formally notified of a premium change of how to modify the costs to keep the increase within 7% ~~or~~ 6%. If the Association fails to notify the Board as above specified, the Board shall be free to modify the schedule increase on the steps by the amount of the insurance increase in excess of 7% for 1988-89 or 6% for 1989-90. In the event the total insurance cost increase for 1988-89 is less than 7% the excess percentage will be carried forward to 1989-90, i.e. if the percent increase in 1988-89 is only 5% the excess 2% could be carried forward to raise the 1989-90 cap from 6% to 8%.

G. 2. Teachers not electing MESSA Super Med II may choose the Medical/Supplemental Severance Account Option.

1. Upon acceptance of written application, the Board will provide each full-time employee with a hospital/medical benefit program (benefits comparable to the district's current coverage.)
2. A supplemental severance/retirement account will be created for each eligible employee which, at the beginning of each insurance contract year, will be credited as follows:

Single insured - \$300.00

Two Person - \$400.00

Full Family - \$500.00

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3. If an employee has hospital/medical coverage (i.e. double coverage) in addition to that provided under this plan, the employee's account will be initially credited with \$200.00 per insurance contract year.
4. In the event an employee incurs eligible medical expenses during the insurance contract year, the Board will reimburse the employee the deductible amount up to, but not to exceed \$500.00 per year. As such reimbursement takes place, a corresponding amount will be deducted from the supplemental severance/retirement account of the individual employee. In any insurance contract year, the account will not be reduced by more than the amount credited to that account for that insurance contract year. For example, assuming a full family credit of \$500.00 for the first insurance contract year and no eligible medical expenses incurred during that year, the account will have a \$500.00 balance. Another \$500.00 will be credited for the second insurance contract year. Should the employee incur eligible medical expenses during the second insurance contract year, the account will not be reduced by more than \$500.00.
5. All unused sums credited to the account will remain and accumulate until the employee terminates employment with the district.

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6. Upon termination with the district the Board will purchase an annuity in the name of the employee in an amount equal to the total included in that employee's supplemental severance/retirement account provided the total is in excess of two hundred and fifty dollars (\$250.00). In the event the total is less than two hundred and fifty dollars, the fund reverts to the Board.
 7. In the event an employee dies before termination of retirement, 100% of the account will be payable to the employee's designated beneficiary.
 8. At the time of withdrawal, the employee will hold the District harmless from any and all outstanding eligible medical expenses not previously submitted for either the current or any previous insurance contract year.
 9. If an employee elects not to be covered through this Hospital/Medical Benefits program, such employee's supplemental severance/retirement account will be initially credited with the sum of \$500.00 per insurance contract year which will be reduced to the extent that the employee chooses the optional insurance benefits set forth below in Section I of this Article.
 10. Provisions for employees working less than full-time will apply on an equal ratio basis.
- H. Half-time or part-time teachers who are required to attend a full day shall be paid for a full day of work.

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I. Teachers not electing hospitalization coverages provided in Sections G. 1 and G. 2 may apply up to the amount of the single subscriber premium toward the following MESSA or Board Insurance Carrier options:

1. Short Term/Long Term Disability
2. Term Life Insurance
3. Survivor Income Insurance
4. Dependent Life Insurance
5. Hospital Indemnity
6. Tax Deferred Annuities from Board approved companies

Any amounts exceeding the Board subsidy shall be payroll deducted. If a husband and wife are both members of this bargaining unit, no more than one shall elect health insurance coverage. An open enrollment period shall be provided from September 1 to October 1.

J. The Board shall provide without cost to the employee Delta Dental Care Plan D Program with Ortho Rider 03 for all employees of the bargaining unit and their dependents including internal and external coordination of benefits or comparable coverage from SET. The Association will select the carrier providing the cost to the Board is the same as Delta D Ortho 03.

K. The Board shall provide, without cost to the employee, comparable to MESSA Vision Care Plan VSP II to all employees and their eligible dependents.

a vision insurance comparable to

ARTICLE III

TEACHING DAY AND HOURS

- A. The teaching day shall consist of six (6) clock hours and fifty (50) minutes exclusive of the duty-free lunch period.
- B. Teachers shall be at their teaching stations or other assigned duty twenty (20) minutes before the pupils' regular school day in the morning. Teachers shall remain after the close of the pupils' school day for a sufficient period to plan and carry out his individual professional responsibilities. If there are no such matters requiring the teacher's attention, the teacher shall be permitted to leave twenty (20) minutes after the close of the pupils' school day. Teachers shall be at their teaching stations when the warning bell rings for the afternoon session. Teachers shall have no less than thirty-five (35) minutes for a duty-free lunch period.
- C. Elementary teachers teaching either all morning or all afternoon shall be considered half-time employees and shall be on duty for three (3) hours and twenty-five (25) minutes. These teachers will be paid one half the appropriate full-time contract amount plus eight hundred (800) dollars.
- D. Secondary teachers teaching less than full-time will be paid one fifth ($1/5$) of the appropriate full-time contract amount for each class period taught and shall be on duty for one class period plus sixteen (16) minutes. The additional duty time may be before the first class period or after the last class period taught or during an intervening class period in the event the assigned classes are not scheduled consecutively. The lunch period can be counted as duty time provided the part-time teacher makes prior arrangements with the superintendent.

ARTICLE IV

TEACHING LOAD & ASSIGNMENT

- A. Assignments shall be made in the discretion of the administration and within the areas of teacher competence, teacher certification, or his major or minor fields of study, except temporarily and/or for good cause.
- B. In the high school, the normal full-time weekly teaching load and assignment will be made by the Superintendent and/or the Principal. The secondary teaching load shall not exceed five (5) teaching assignments and shall provide each teacher with one (1) unassigned period for preparation. Study hall and/or library assignment is not considered a teaching assignment in the context of this section. In those instances where two teachers are available for study hall/library supervision, the teacher having the most library experience will have the opportunity to choose library or study hall. If both teachers have the same amount of experience in the library and both prefer the same position, then each will have one semester of library duty and one semester of study hall.
- C. The term "unassigned preparation period" shall be construed to include the use of this period for school purposes. Any absence from the building during this "unassigned preparation period" will be cleared through the Principal. Except for the lunch period, unassigned time of a teacher shall be devoted to instructional duties such as the following: the instructional program, conferring with parents, pupils, and administrators, studying and maintaining records, and any other instructional duties deemed appropriate by the Board.
- D. Elementary recess periods will be duty free and considered to be unassigned preparation periods as defined in Section C. of this Article.

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ARTICLE V

CONTINUITY OF OPERATIONS

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

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

ARTICLE VI

VACANCIES & PROMOTIONS

- A. Whenever any vacancy in any certified position or Schedule B in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the President of the Association. No vacancy shall be filled except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least five days.
- B. Any teacher may apply for such a vacancy. The decision of the Board as to the filling of such vacancies shall be final.
- C. Applications must be renewed annually for all schedule B positions. All applicants will be notified upon filling such vacancies.
- D. Notification shall be given in writing to the Superintendent prior to June 15 of intent not to return for the next school year.

ARTICLE VII

ABSENCE FROM DUTY

- A. An employee absent from duty due to personal illness shall be paid his full salary for the period of such absence, not to exceed ten (10) school days in any one contract year, except where additional time has been accumulated.

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

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

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

1. The teacher has used all his/her personal sick leave days.
2. The request for sick leave days from the bank must be in writing.

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3. The application must receive approval by the Sick Bank Committee of the Association. The Association agrees to save the Board harmless in the event of any claim, grievance, or lawsuit regarding the administration or distribution of such sick bank leave days.
 4. The bank has days available to draw.
 5. The Sick Leave Bank Committee may request the teacher to furnish a medical doctor's verification of the illness claimed.
 6. A teacher may draw a total of days, not to exceed thirty (30), equal to his accumulated personal sick days when the contract year begins.
- C. Any teacher who is absent because of injury or disease compensable under Michigan Workmen's Compensation Law, shall receive from the Board the difference between allowances under Workmen's Compensation Law and his contracted salary for the duration of the illness (during the contract year) with no subtraction from sick leave.
- D. Absence without loss of salary shall be allowed, not to exceed ten (10) days in any school year, for a serious illness in the immediate family. The second five (5) days may require a doctor's confirmation if so requested by the administration. Such absences shall be deducted from the teacher's sick leave. Serious illness (i.e. needing bedside care, hospitalization out of town, terminal illness, emergency doctor's appointments, supervision necessary for which employee cannot find help, etc.).

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- E. Absence without loss of salary shall be allowed, not to exceed five (5) days, upon death of a husband, wife, parent, child, brother, sister, parent-in-law, grandparent, or others in the discretion of the Administration.
- F. Any teacher summoned to jury duty shall be paid his full salary provided that the teacher shall return to the school district the earnings received for jury duty less mileage expenses allowed. The Board reserves the right to request the judicial authority that the employee be excused.
- G. An absence with pay may be granted in the discretion of the Board for time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system, if the teacher is required by law to attend.
- H. Teachers may be granted an absence with pay for administration approved visitation to other schools, or attending meetings or conferences of an educational nature. The number of teachers allowed to leave at any one time will be in the discretion of the Administration. Fees, travel, and other expenses will be paid to the extent that such expenses were given prior approval by the Superintendent.
- I. Absences without loss of salary will be allowed during the school year for two (2) days for transacting personal business. The purpose of this leave is to relieve teachers of financial hardships in situations over which they have no control.

Unused business days may be accumulated up to three (3). These days shall not be used to extend any vacation period or recess or for recreational purposes. Requests for personal business days before or after a recess or vacation period shall include an explanation of need. The second and third personal business days shall be deducted from a teacher's sick leave allowance.

Applications shall be made in writing to the Superintendent one week in advance on the appropriate form (except in the event of an emergency when shorter notice may be acceptable.)

A teacher may be granted leave to conduct Association business, however, the absence will be deducted from the individual's personal business days.

J. An unpaid leave of absence up to one year shall be granted to a teacher for the purpose of providing child care for a newborn or adopted infant under the following conditions:

1. The application for such leave shall be received by the Superintendent no later than thirty (30) calendar days prior to the expected date of the commencement of the leave.
2. The child care leave will commence on the first day after the mother is released from the hospital or date of adoption of the child and shall terminate not later than the end of the school year during which the leave is granted. A teacher may be granted an unpaid personal leave for not more than thirty (30) days prior to the expected birth or adoption of said child for the purpose of preparing for the event. Further, at the request of the teacher and in the sole discretion of the Board, the child care leave may be extended to the end of the year which follows the expiration of the original leave of absence.

3. The child care leave and personal leave prior thereto, if requested, shall be granted without salary or other economic benefits, except that an applicant desiring to maintain their health/hospitalization care benefits during the period of the leave may do so by arranging to pay monthly in advance the cost of the premium to the administration. An applicant who has completed one full semester will, upon return to duty the next contract year, be advanced one-half (1/2) step on the salary schedule and retain all accumulated benefits.
4. Upon the teacher's return from original leave, the Board of Education shall return the teacher to the same position as that held before the leave. Should an extension of the original leave be granted, the Board shall not be held to guarantee the return of the teacher to a specific assignment.
5. Barring illness or emergency, failure to return from leave on the agreed upon date shall mean the employee has voluntarily terminated his/her employment.
6. If both parents are employed by the Board, not more than one such parent will be eligible at any one time for the leave.

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K. The following conditions shall apply to extended leaves of absence.

1. Requests for leave shall be in writing.
2. Requests for leaves shall be for study related to the teacher's license fields or his professional growth.
3. Eligibility shall be based on a minimum of three (3) years continuous employment in the district and having been granted tenure.
4. All extended leaves shall be limited to one year. Further extensions shall be in the will of the Board.
5. Sick leave days shall not accrue but unused sick leave days held at the start of the leave shall be reinstated.
6. Written notice of intention to either return or resign shall be given to the Superintendent of Schools by March 1 of the year in which the leave expires.
7. The teacher is not an agent of the Board while on leave and the Board assumes no liability for the teacher's acts while on leave.
8. The approval of leaves shall be in the discretion of the Board.

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- L. Teachers are responsible for providing adequate lesson plans for substitutes whether or not an absence is anticipated.
- M. Any employee absent because of an extended or serious illness (10 or more consecutive days) shall present to the Board or its representative, prior to his return to service, a statement from a licensed physician indicating that his health is satisfactory for return to duty.
- N. The Board shall provide at no cost to the Association four (4) days per school year of release time for the handling of Association business as deemed appropriate by the Association President.

ARTICLE VIII

RETIREMENT

- A. Upon retirement from teaching, a teacher will be eligible to receive twenty-five (\$25.00) dollars for each unused sick day up to forty-five (45) days subject to the following conditions:
1. The teacher is indeed retiring as a teacher, counselor, administrator, educator, etc., and is not just leaving this school to take another job in education or another field.
 2. Laid-off teachers are ineligible for this benefit unless they resign and are eligible to receive Michigan Employee's Retirement.

ARTICLE IX

TEACHER EVALUATION

- A. All observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- B. Each teacher shall have the right, upon request, to review the contents of his own personnel file. A representative of the Association may be requested to accompany the teacher in such a review.
- C. Teacher evaluation reports shall be completed twice each year for probationary teachers and once each year for tenured teachers. These evaluations will be a part of each teacher's personnel file. They may be filed by either the Superintendent or the Principal and must be signed by both the teacher and the evaluator. For probationary teachers, one evaluation report must be made by the end of the first semester, specifying the

areas which need correction, and the second evaluation may be made any time before the end of the contract year. Evaluations may be made for tenured or probationary teachers at any time with the exception of two (2) weeks before the end of a semester unless so agreed upon by the teacher and the evaluator. Teachers may be observed, supervised, and reprimanded during the last two weeks of a semester. It will be the goal of the principal to have the required evaluations completed by May 1, however, this date shall not be considered a deadline. Evaluation reports in addition to the required reports may be made in the discretion of the administration.

- D. In the event the teacher takes exception to an evaluation, he/she may make his/her objections in writing within ten (10) school days to the evaluator and have them attached to the evaluation report to be placed in his/her personnel file. A teacher may request a second evaluation from the evaluator or the other Northport School administrator in addition to the required evaluation.

- E. Following each of the required evaluations, a conference will be held within ten (10) school days between the evaluator and the teacher to discuss the evaluation and possible means for improvement. The evaluation report must be signed by both the evaluator and the teacher at the conference. The signature of the teacher indicates that the teacher has read the evaluation and has conferred with the evaluator; signing does not indicate that the teacher accepts the evaluation as valid.

- F. The Superintendent in his discretion may replace the formal observation evaluation process described in sections C, D and E of this article with an instructional improvement process for tenured teachers found to be meeting or exceeding the minimum performance expectations of the Northport Public School. This instructional improvement process will focus on improved instruction and/or the delivery of instructional support, i.e. media person or counselor. Its purpose is to increase teaching effectiveness and student learning with the supervisor and staff member sharing the responsibility for the development of specific teaching or job related goals. The entire process will consist of a goal setting conference (typically in October), observations, data collection, an appraisal period, a final appraisal conference, and a summarizing write-up for the personnel file. The summarizing write-up should be done during the final conference or immediately afterwards and is shared with the staff member for their signature and optional comments. The long range goal of this instructional improvement process for tenured staff is to have each staff member involved in goal setting every second year.

ARTICLE X

PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative and the Board shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. Time lost by a teacher in connection with any incident covered by this Article shall not be charged against the teacher unless the teacher is adjudged guilty of a crime by a court of competent jurisdiction. If the courts decide against a teacher, costs will be the responsibility of the teacher.
- D. A complaint directed toward a teacher shall be promptly called to the attention of the teacher with the names of the complainants stated.
- E. A copy of any item being placed in a teacher's file must be given to the teacher at the time of filing, except for teacher evaluations which will follow the procedure set forth in Article IX of this contract. If any item is placed in the file against a teacher's will, he may follow the grievance procedures of this contract to have such item removed. Probationary teachers are limited to step four (4) of the grievance procedure with the Board decision being final.
- F. Teachers shall be notified when essential supplies they have requested have not been ordered. Teachers have the responsibility of indicating which supplies on the annual order are essential.

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- G. No teacher shall be disciplined, i.e. given a written warning, reprimanded, or suspended with pay, without just cause. Any such discipline shall be subject to the grievance procedure hereinafter set forth including arbitration. However, this section does not supersede Article X, Section E, nor the provisions of Article XII of this agreement. The specific grounds forming the basis for disciplinary action will be made available to the teacher and the Association in writing.

- H. A teacher shall be entitled to have present a representative of the Association during any meeting which leads to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the teacher until said representative is present. Should disciplinary action likely occur at a given meeting, the teacher shall be advised of said possibility.

ARTICLE XI

NEGOTIATION PROCEDURES

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

- B. All negotiations shall be carried on outside regular school hours.

ARTICLE XII

GRIEVANCE PROCEDURE

- A. 1. A grievance is defined as an alleged violation of a specific article or section of this Agreement. If any such grievance arises there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the following grievance procedure.
2. It is expressly understood that no tenure teacher shall use the grievance procedure to dispute any action of the Board which is applicable to the State Tenure Commission.
3. An alleged violation of this Agreement which resulted in the termination of services or failure to re-employ any probationary teacher or the placing of a non-tenure teacher on a third year of probation, shall not progress beyond Section F (Step 4) of this grievance procedure. It is expressly understood that such grievance shall not be submitted to arbitration.
4. The failure to re-employ any teacher to a position on Schedule B shall not be the basis for a grievance.
- B. An individual teacher shall have the right at any time to present a grievance as herein defined and to have the grievance fully adjusted without intervention of the Association or its representatives, as long as the adjustment is not inconsistent with the terms of this Agreement.

- C. (Step 1) Within five working days of the time of grievance arises, the teacher or the Association will present, during lunch periods or after working hours, a grievance to the immediate supervisory principal involved. Within four working days after presentation of the grievance, the Principal shall give his answer orally to the teacher..
- D. (Step 2) If the grievance is not resolved in Step 1, the teacher or the Association may, within three working days of the receipt of the Principal's answer, submit to the Superintendent a written "Statement of Grievance" signed by the teacher. A copy shall be given to the Principal at the same time. The "Statement of Grievance" shall name the teacher involved; shall identify all the provisions of the Agreement alleged to be in violation by appropriate reference; shall state the contention of the teacher and of the Association with respect to these provisions; and shall indicate the relief requested. The Superintendent, or his designated representative, shall give the Association an answer in writing no later than five working days after receipt of the written grievance. If further investigation is required, additional time may be allowed by mutual agreement of the parties.
- E. (Step 3) If the grievance is not resolved in Step 2, the Superintendent, or his designated representative, and the teacher or representative of the Association shall meet, after working hours, within a reasonable time, not to exceed one (1) week unless a longer time is mutually agreed upon between the parties to discuss the grievance.

- F. (Step 4) If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step 3, the teacher or the Association representative may, within three working days of said meeting, submit the grievance to the Board of Education, in writing, and with a copy of said grievance served on the Superintendent. The Board of Education shall give the Association representative an answer, in writing, no later than five (5) working days after the receipt of the written grievance.
- G. If a satisfactory disposition of a grievance is not made as a result of the meeting provided for in Step 4, the Association shall have the right to appeal the dispute as hereinafter defined.
- H. Any alleged violation of a specific article or section of this Agreement, which has not been satisfactorily settled under the above grievance procedure may be referred to arbitration by either party within ten (10) days after the Board's written answer of Step 4. The arbitrator shall interpret and construe all the provisions of this contract, but shall not have the right to change, alter, or add to any provisions of the contract.

Arbitration shall be accomplished by either party requesting a list of five (5) names for the American Arbitration Association from which list the Board and the Association shall each eliminate an equal number of names. The decision of the arbitrator thus chosen shall be final and binding on both parties for and during the term of this Agreement.

The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

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

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

ARTICLE XIII

TEACHER RESPONSIBILITIES & PLANNING

- A. Teachers shall be responsible for the supervision of school property and for the supervision of all students at all grade levels during the contractual school day. It shall be the responsibility of all teachers to interpret the programs of the school to the community in ways which will improve the public's understanding of purposes and procedures so as to encourage the community's involvement and support. Confidential matters will not be discussed with individuals that have no professional need to know, nor within the hearing of students.
- B. Teachers' weekly lesson plans shall be prepared prior to the start of the school week. Long-term goals shall be reviewed, updated and submitted no later than two weeks after the beginning of each semester to reflect the adoption of new texts or new teaching assignments. In the event a teacher is not given thirty (30) days notice of his/her assignment(s) prior to the first day of school, he/she will be given thirty (30) extra days to turn in his/her goals on that assignment(s). Teachers shall be able to orally justify their plans and goals upon request.
- C. The superintendent may, at his discretion, allow school time for curriculum development committee chairpersons and/or some committee members to perform their tasks.

ARTICLE XIV

IMPLEMENTATION

- A. This Agreement shall supersede any rules, regulations, or practices of the Board and the Association which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual classroom teacher contracts heretofore in effect. All future individual classroom teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Copies of the Agreement shall be printed at the expense of the Board and one copy presented to each teacher now employed or hereafter employed by the Board.
- C. If any provisions or any application of the Agreement to any employee, group of employees, or to the Board shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect.
- D. The Board, on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities, conferred upon and invested in it by the law and Constitution of the State of Michigan and of the United States. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board: the adoption of policies, rules, regulations, and practices in furtherance thereof: and the use of judgement and discretion in connection herewith shall be limited only by the specific and

expressed terms of this Agreement and then only to the extent such terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

- E. 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 the Association for the purpose of engaging in collective bargaining or negotiation and other concerted and lawful 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, deprive, or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution 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/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms of conditions of employment.
- F. Nothing contained in this Agreement shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers in this Agreement shall be deemed to be in addition to those provided in the Michigan General School Laws and other applicable laws and regulations.

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

ARTICLE XV

PROFESSIONAL IMPROVEMENT

- A. The Board will pay the tuition and textbook cost for two (2) semester hours of college credit each year not to exceed a textbook cost of twenty (\$20.00) dollars and a total tuition cost equal to the tuition for two (2) graduate semester hours at Michigan State University. (i.e., if two (2) semester hours at Michigan State University cost \$84.00, the Board will pay up to \$84.00) The credits earned must be from a college offering recognized courses of teacher education.
- B. Each teacher shall submit an annual typed report to the Board describing professional growth activities the teacher has engaged in during the year which have been incorporated in the classroom instruction and specify tentative plans for the next year. This report shall be due May 1 of each contract year.

ARTICLE XVI

LAYOFF PROCEDURE

- A. Layoff shall be defined as a reduction in the work force.
- B. Seniority shall be defined as the length of continuous service with the Northport Public School within a defined service pool.
- C. Probationary teachers do not have seniority. Once they acquire tenure, seniority will then relate back to the original date of hire. The Board retains the right to lay off probationary teachers at its discretion.
- D. Seniority service pools shall consist of:
1. K through grade six.
 2. Grades 7-12.
- E. Seniority within a service pool shall be determined by the following criteria in the following order:
1. Subject matter certification as approved by the Department of Education of the State of Michigan from the date of certification. Subject matter certification is defined as a specialized area of preparation exclusive of "All Subjects 7 & 8". (i.e. A teacher certified in Home Economics would have priority over a more senior teacher with an all subjects 7 & 8 certification in the teaching of 7 & 8 Home Economics.) Teachers that have taught 7th and 8th grade subjects outside their major and minor fields will be given seniority credit for those years. The seniority list in the appendix was based on the assumption that the date of all certifications was concurrent with the date of hire. Certifications received after September 1, 1980 shall be ranked by date of receipt.

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2. Length of service within the pool.
 3. In the circumstance of more than one teacher having the same effective date of employment, the dates of individual contracts shall be used.
- F. No later than thirty (30) days following the ratification of this agreement, and by September 30 thereafter, the Board shall prepare and post seniority lists. The 7-12 pool will be listed by areas of certifications.
- G. All seniority is lost when employment is severed by resignation, retirement, or discharge. In cases of layoff, teachers so affected shall retain all seniority accumulated as of effective date of layoff.
- H. It is recognized that it is within the sole discretion of the Board to reduce the education program and curriculum. It is also agreed that teachers must accept assignments for which they are certified or suffer a commensurate reduction in pay at the rate of one fifth (1/5) for each class refused and in contract status from full to part-time.
- I. Notice of layoff shall be given by April 1 for the following school year in the event the Board determines such action is appropriate due to changes in the curriculum, educational program or anticipated enrollment. Notice of layoff shall be given by June 15 for the following school year in the event a millage issue is defeated at the annual school election in June and the Board determines it is necessary to reduce staff. However, the school year may begin with teachers on temporary or short-term contracts with the intent that a full year contract

will be given when the financial crisis is resolved. Teachers who do not complete a full contract year shall be considered as having completed the contract year for the purpose of placement on the salary schedule if employed for more than one-half of the school year.

- J. In the event seniority teachers must be laid off, the Association shall have a right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within not more than five (5) working days after the meeting requesting review of the list, however, notification of those to be laid off shall proceed.
- K. Laid off teachers shall be recalled to employment in inverse order of layoff for new positions opening as determined by the program offered by the Board for which they are certified.
- L. It is the responsibility of laid off employees to keep the superintendent informed of their current address so that they can be notified of recall by certified mail. Employees who are notified of recall and fail to respond within five (5) calendar days or who fails to report for duty within fifteen (15) days of recall notice shall be considered as resigned.
- M. The recall list shall be maintained by the Board for a period not to exceed four (4) years. Thereafter, a teacher shall lose his right to recall.

- N. Changes in certification after the April 1 or June 15 notice of layoff shall not permit the teacher to be recalled by bumping. When a vacancy occurs in a service pool due to factors other than staff reduction such as retirement or resignation, a teacher may request transfer into that service pool. i.e. A secondary teacher with the necessary certification may request a transfer to the elementary K-6 service pool. In the event the Board approves such a transfer, the teacher shall be allowed to transfer his years of seniority to the new pool.
- O. After notice is given of an impending layoff, a teacher may request a part-time position or leave of absence. The Board agrees to grant such part-time positions and leaves provided such leaves do not infringe upon the planned educational program and schedule i.e. if only three (3) classes in math are offered along with two (2) junior high classes, the math teacher will be granted a part-time position and another teacher will teach the junior high classes. Applications must be made by May 1. The decision of the Board on said applications shall be made at the regular June meeting. Said leaves and part-time positions will be of one-year duration and by March 1, the teacher must notify the Board in writing of (1) intent to return, (2) of intent to apply for a one year extension, or (3) of intent to resign. No teacher will be permitted more than four (4) years of layoff leave.
- P. Recalled teachers shall be entitled to all accrued benefits as provided in this agreement. Utilization of such benefits or an existing necessity for utilization of such benefits for the first ten (10) school days for an illness requiring medical attention shall not be considered proper reason for failure to recall or reinstate.

ARTICLE XVII

DURATION AND RATIFICATION OF AGREEMENT

DURATION

- A. This Agreement, dated September 1, 1987, shall continue in full force and effect without change until August 30, 1990.

- B. Either party may, by prior written notice given at least 60 days, and not more than 120 days, before June 30, 1990, demand negotiations with respect to provisions of this contract. After such written notice is given, the parties shall meet to discuss the matter and if they fail to reach agreement by the dates above set forth, either party may request, and the parties shall follow, the procedures for resolution of impasses set forth in Article 379 of the Public Acts of 1965, which procedure shall be exclusive.

RATIFICATION

Date of Ratification: July 2, 1987

Representatives of
NORTHPORT EDUCATION ASSOCIATION

Donald H. Hunsford
Lori M. Turner
Martin P. Korman

Representatives of
NORTHPORT PUBLIC SCHOOL

Clinton Craker
David V. Viskochil
Robert G. Pierre
Charles E. Beards
Jon P. Rutledge
James W. Lee
Rusty Crummett

APPENDIX I
1987-88
SCHOOL CALENDAR

September 3	Staff Orientation/Inservice
September 8	First Day of School - Half Day
November 11, 12, 13	Parent/Teacher Conferences - Half Day
November 26, 27	Fall Break
December 22	Winter Recess Begins at End of Day
January 4	School Resumes
February _____	Mid-Winter Break
February _____	In-Service
March 17, 18	Parent/Teacher Conferences - Half Days
March 31	Spring Recess Begins at End of Day
April 11	School Resumes
May 30	Memorial Day - No School
June 10	Last Day of School for Students - 2:00 p.m. Dismissal
June 13	Records' Day

Any student instruction days lost due to "Acts of God" (snow, ice, fog, epidemics, etc.) will be rescheduled as required by State Statute. The first rescheduled day will be in place of mid-winter break. The next five rescheduled days will be at the end of the school year. In the event more than six days need to be rescheduled, the time will be negotiated. The rescheduling of such days shall not entitle employees to additional compensation or benefits within this agreement.

*missed
para*

APPENDIX II

- A. Permanent teacher qualifications include a valid provisional, continuing, permanent, or life certificate for the grade level or subject area.
- B. Any teacher may apply for transfer to the Career Teacher Schedule when:
1. He/she meets the minimum requirements for such transfer and agrees to the conditions for such advancement.
 2. Minimum requirements to be met shall include:
 - a. Tenure status.
 - b. A minimum of 4 years of actual teaching experience, the last 2 years of which must have been at Northport.
 - c. Application for transfer by October First.
 - d. Satisfactory completion of one contractual year of intensive observation and evaluation. (Observations to start by October fifteen (15), and conclude prior to May one (1)).
 3. All applications for transfer to the Career Teacher Schedule shall be reviewed and evaluated by a committee established for this purpose.
 - a. Committee Members
 1. Superintendent
 2. Principal
 3. One elementary teacher
 4. One secondary teacher
 5. Two parents
 6. One citizen who is not a parent of a school-age child
 7. One high school senior
 8. One Board member

- b. Committee Selection
 - 1. Superintendent and Principal by virtue of position
 - 2. Board member by the Board
 - 3. Teachers by total teaching staff
 - 4. Senior and citizens by the Board representative and two teacher representatives, the Superintendent and Principal.
- c. Committee Duties
 - 1. Evaluate the applicants according to committee schedule coordinated by the chairperson. Individual committee members must attend a minimum of four (4) committee meetings and make the required observations to qualify for voting on an applicant.
 - 2. Report in writing to the Board of Education and to the candidates by May 1, with the committee's decision with reasons why a candidate was not awarded Career Teacher status. The committee is not expected to report the number of positive and negative votes cast, nor to indicate that successful candidates need to make improvements in their performance.
- d. Chairperson duties:
 - 1. The Chairperson will document the number and distribution of observations. The committee will be encouraged to make more than the required number of observations, to observe other classrooms and to observe non-candidates, however, it must be recognized that all committee members will not be able to afford the same amount of time to the labors of the committee.

2. The Chairperson will emphasize to the committee upon initial instruction and at process sessions of the committee the importance of meeting with the candidates after observations. The purpose of these meetings is to allow the candidate to explain anything unusual that may have occurred during the observation. The purpose of these meetings is not to reassure the candidate that he or she is doing well, nor to warn the candidate that he or she is in danger of not being selected as a Career Teacher.
 3. The Chairperson will recommend that the committee use the 1986-87 Candidate Resume Outline. The Chairperson will also recommend that the candidates not be interviewed by the total committee.
- e. Candidate Duties:
1. Candidates will be prepared to meet with committee members after observations.
 2. Candidates will not contact anyone other than the chairperson for an explanation of the committee's decision nor make any attempt to determine the positive or negative voters.
 3. Candidates accept as a condition of their application that the decision of the committee cannot be grieved or appealed. Any complaints or grievance of the selection process must be made in a timely manner prior to the May 1 deadline to permit corrective measures.
4. In arriving at the conditions for advancement to the Career Teacher Schedule, the committee referred to above shall consider:
 - a. Excellence of teaching performance as demonstrated and documented by the year of observation and evaluation. This shall constitute seventy-five (75) percent of the total evaluation.

A candidate's teaching ability will be demonstrated and measured by an examination of the process of teaching. The process of teaching will be examined by three classroom observations for periods of not less than twenty (20) minutes each by non-staff members of the committee with additional time reserved for a talk with the teacher. Staff members may observe for lesser periods of time. A variety of instruments may be used to evaluate the process of teaching which shall include but not be limited to: Revised "WMU Teacher Image," "Teacher Evaluation Report No. S-117," and/or a narrative based on the "Characteristics of the Competent Teacher." The total evaluative information will be compiled by the committee chairperson (Superintendent or Principal) for the committee's report.

- b. The remaining twenty-five (25) percent of the total evaluation shall be equally based on the following:
 1. Ability and willingness to assume extra school related duties and responsibilities.
 2. Commitment to the continuation of advanced preparation through such means as graduate study, educational travel and active membership in professional organizations.
 3. Ability and willingness to assist other members of the staff, the Board, and community in the development and improvement of the curricular-instructional program of the school system.
5. The intention of the Board is that all requirements for Career Teaching status shall be such that they are attainable by a majority of the tenured teaching faculty and that these teachers will be encouraged to be candidates at least once.

6. To receive career status, a teacher must be approved by secret ballot by at least two-thirds (6) of the committee members. In the event fewer than ~~one~~^{nine} committee members are qualified to vote, at least five of eight, or four of seven must approve career status.

7. Transfer to the Career Salary Schedule shall be for periods of two contractual years.

A teacher desiring re-appointment to career status must make application one year in advance to permit re-evaluation by the committee.

For example: A teacher appointed for years '77-78 and '78-79 must apply by October 1, 1978 for re-appointment for the '79-80 and '80-81 school years.

SALARY SCHEDULE
1987-88

<u>STEP</u>	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+30</u>
1	18,000	18,621	19,242	19,863
2	19,000	19,656	20,311	20,967
3	20,000	20,690	21,380	22,070
4	21,000	21,725	22,449	23,174
5	22,000	22,759	23,518	24,277
6	23,000	23,794	24,587	25,381
7	24,000	24,828	25,656	26,484
8	25,000	25,863	26,725	27,588
9	26,000	26,897	27,794	28,691
10	27,000	27,932	28,863	29,795
11	28,000	28,966	29,932	30,898
12	29,000	30,001	31,001	32,002

1988-89

Seven percent (7%) increase on each step of 1987-88 schedule.

1989-90

Six percent (6%) increase on each step of 1988-89 schedule.

The 1988-89 and 1989-90 salary schedules may be subject to modification due to Article II, Section G.1.

CAREER

Career Teacher Salary Schedule shall be five (5) percent more than Permanent Schedule.

PLACEMENT ON STEP

Advancement on the salary schedule shall occur as of September first of the contract year following completion of no less than one full semester of service as a full-time teacher. A teacher that has served one full school year will be advanced one step on the salary schedule. A teacher that has served one semester will be advanced one-half (1/2) step on the salary schedule.

48.

Driver Education

Driver Education will be paid at the base rate of \$9.27 per clock hour plus two (2) percent for each year of experience teaching driver education up to a maximum of ten (10) years experience. A teacher with ten years experience teaching driver education would receive \$11.12 (i.e. $\$9.27 + 20\% \text{ of } \$9.27 = \$11.12$).

Substitute Work

Substitute work within the system (when teacher A uses prep period to cover teacher B's classes) shall pay \$11.00 per class hour.

APPENDIX IV

REQUEST FOR PAYMENT - EXTRA DUTY AND/OR RESPONSIBILITY PAY

I have completed the Extra Duty Assignment of _____

and hereby request reimbursement of _____.

All duties and responsibilities have been completed as they are outlined in Schedule B.

Dated _____ Teacher _____
(Signature)

Dated _____ Teacher _____
(Signature)

Approved:

Date _____ Superintendent _____
(Signature)

APPENDIX V

84-85

SECONDARY SENIORITY POOL

MATH	ENGLISH	SOCIAL STUDIES	HISTORY	BIOLOGY	INDUSTRIAL ARTS
M. Korson J. Bodrie	D. Stowe T. Phipps	T. Phipps	D. Hungerford	G. Grant	J. Bodrie
CHEMISTRY	HEALTH	PHYSICAL EDUCATION	ART	SPEECH	
G. Snyder M. Korson G. Grant	D. Hungerford A. Cherne	K-12: D. Hungerford A. Cherne		D. Stowe	
HOME ECONOMICS	FRENCH	PHYSICAL EDUCATION	GERMAN	LIBRARY	
B. McCann	G. Snyder J. Goheski	9-12: D. Hungerford A. Hungerford A. Cherne		G. Snyder G. Snyder	
BUSINESS EDUCATION	MUSIC EDUCATION	SOCIOLOGY	GUIDANCE COUNSELOR		
D. Craker	M. Burgess	J. Goheski T. Phipps	K-12: A. Cherne		

ELEMENTARY SENIORITY POOL

Helena Travis
 Lyn Anderson
 Carol Dolph
 Marilyn Wetherbee
 Iva Allen
 Lori Finnerty
 Brian Kimmerly
 Susan Vance