

Collective Bargaining Agreement

Northwest Community Schools

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Jackson County Education Association/Northwest
Education Association

January 1, 2024 - December 31, 2026

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INTRODUCTION

This Agreement is effective upon ratification by both parties and between the Northwest Community Schools of Jackson County, Michigan, hereinafter called the "Board," "District," or "Employer," 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 1- 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 teachers; but excluding per diem employees, summer school teachers, coaches, teacher aides, supervisors, substitutes, technology coordinator, administrators, FLSA exempt employees, contractors 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 all teachers, regardless of gender.
- B. The Board agrees not to negotiate with any teachers’ organization other than the Association for the duration of this Agreement.
- C. For purposes of this contract, a professional employee may include an individual who holds a valid teaching certificate or counseling certificate from the State of Michigan or falls under the MDE Guidelines, including a professional whose credentials qualify for transfer from another state.

ARTICLE 2 - ASSOCIATION RIGHTS

- A. **USE OF SCHOOL BUILDINGS.** The Association, Jackson County Education Association, and its respective affiliate, the Northwest Education Association, hereinafter referred to as the "NWEA" may use the school buildings for meetings concerning the JCEA/NWEA if prior approval is obtained from the Director of Building and Grounds at least twenty-four (24) hours in advance. Established building use policies will prevail.
- B. **BUSINESS ON SCHOOL PROPERTY.** Duly authorized representatives of the Association and their respective affiliate, the NWEA, shall be permitted to transact official JCEA/NWEA business on school property provided that this shall not interfere with or interrupt normal school operations.
- C. **SCHOOL FACILITIES AND EQUIPMENT.** The NWEA shall have the right to use school facilities and equipment, 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. **BULLETIN BOARDS.** 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. **INFORMATION.** Upon request, 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. **DISTRICT MAIL or E-MAIL SERVICE.** At any time during the school year while school is in session the Association and its respective affiliate, the NWEA, may use the District's mailboxes or e-mail service for communications to teachers. The Association shall assume responsibility for contents of communications and shall comply with the applicable provisions of the District's Technology Use and Safety Policy when using its e-mail. The Association shall not use the District's mailboxes or e-mail service to disseminate information supporting or opposing a candidate or a ballot proposal or for any other unlawful reason. The Association may use the email system for, among other things, notification of Union events, meeting dates and times, collection of personal contact information, notification of union elections/dates/times, and notifying members of contract provisions and rights. The Association understands there is no expectation of privacy with any communications on the District's system.

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, unless otherwise prohibited by law.

- G. **CONDUCTING OF ASSOCIATION BUSINESS.**
1. The President of the Northwest Education Association shall be allowed to conduct Association business during working time other than time when 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, or otherwise adding additional cost to the district, the principal will attempt to schedule one (1) period of duty other than class duty. The president may leave the building outside of his/her student contact time with prior arrangements of the building principal in advance. If the president

is assigned to the middle school or high school, he/she shall not be given a homeroom but may be assigned to one temporarily in an emergency.

2. If a middle school or high school 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 up to two (2) half days per month, or two (2) hours per week of time to perform the duties of the office of president, with prior arrangements with the building principal and providing there is no curtailment of program, or any other increased cost to the district. Any release time provided for the purpose of this agreement shall be used for business related to the Northwest Community Schools and shall be conducted at a site in the District except where otherwise approved by the principal or superintendent.
3. The Association shall also reimburse the District on a current rate basis those sums paid to the Office of Retirement Services for all Association release time.

- H. **CONFERENCES.** With five (5) business days or more notice, 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. A member may attend with less than five (5) business day notice if approved by the Superintendent or designee for emergency reasons. The superintendent or designee may deny a request, even with five (5) business day notice, if the absence conflicts with a district responsibility uniquely necessitating the employee's presence. This shall be limited to a total of ten (10) 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. Any outstanding bills accrued throughout the school year will be settled by the NWEA by May 30 of said school year.

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. The Association shall also reimburse the District on a current rate basis for those sums paid to ORS for this release time. The District shall submit an invoice for reimbursement within forty-five (45) days of the date of absence for the conference or meeting. All absences considered union business shall be marked as such within the absence reporting system prior to the scheduled absence.

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.

- I. **SCHOOL DAY NEGOTIATIONS.** 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.
- J. **PRESIDENT OF JCEA.** 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, ORS costs and fringe benefits equal to the amount of released classroom time, and provided reasonable notice of the release time is provided first.

- K. **NEW TEACHERS**. The District will inform the Association of the date for the orientation of new teachers and the Association will be provided the opportunity to speak for a period of not to exceed thirty (30) minutes at that orientation session.

ARTICLE 3 - TEACHER RIGHTS

- A. **MICHIGAN PUBLIC EMPLOYMENT RELATIONS ACT (PERA).** Pursuant to the Michigan Public Employment Relations Act, the parties hereby agree 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 lawful concerted activities for mutual aid and protection, or to choose not to do so. The parties undertake and agree that they will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the PERA or other laws of Michigan or the Constitutions of Michigan and the United States; that they will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership or non-membership in any organization, his/her participation or non-participation in any activities of that organization or collective professional negotiations with the Board, or his/her institution or non-institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. **MICHIGAN GENERAL SCHOOL LAWS.** Nothing contained in this Agreement shall be construed to violate any law, or to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. Any provision that violates any law is invalid. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. **NON-DISCRIMINATION.** 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 or any other status protected by law, and neither party shall unlawfully discriminate against any employee because of the employee's membership or non-membership in the Association.
- D. **PRIVATE LIFE.** The Board and the Association agree, generally speaking, that the private life of a teacher is his/her own affair.
- E. **NOTICE.** Board policies and regulations are available on the district website. Employees should periodically review applicable terms. Changes to Board policy will be sent to the Association President.
- 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 the School Code. The District will allow a teacher criticized in open session of a Board meeting to request the criticism be heard in closed session.

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 rests with the Board and its representatives, and is first submitted to and reviewed by curriculum study committees and then the Superintendent and the Board for approval or disapproval. Core curriculum shall be in compliance with state law and regulations.

1. **Professional Methodology.** 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. The District will offer training to bargaining unit members prior to the implementation of newly approved curriculum content and newly approved curricular/data delivery systems.

2. **Evaluation of Student Performance.** 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 Mentor Teacher as required by the Revised 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 Mentor 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. The mentor's sole purpose is to guide the mentee in the teaching profession.
 - d. Each mentor shall be given the equivalent of one (1) workday each year in increments of time to observe each of the mentor's mentee(s). Each mentor will be permitted up to one (1) half work day per mentee per trimester (no carryover) to meet with their mentee(s)
 - e. Each mentor shall be paid as provided below upon completion of mentor duties as stated in Appendix F for a respective trimester:
 - First year mentor: \$600 [Tri 1 - \$300; Tri 2 - \$150; Tri 3 - \$150]
 - Second year mentor: \$400 [Tri 1 - \$200; Tri 2 - \$100; Tri 3 - \$100]
 - Third year mentor: \$200 [Tri 1 - \$100; Tri 2 - \$50; Tri 3 - \$50]
4. The Association shall be promptly notified of all mentor assignments by the first teacher work day or within ten (10) business days if the mentee is hired after the first day of the school year..

ARTICLE 4 - 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. **Executive Management.** To provide the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
 2. **Personnel.** 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 discipline; and to promote and transfer all such employees; to establish reasonable provisions for health, safety and first aid of employees on grounds and at District-related events.
 3. **Establish Grades and Courses.** 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 shall always be cognizant of the opinions and recommendations of the professional staff.
 4. **Methods and Materials.** 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 shall always be 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 or limit the Board from participating in cooperative educational programs with any entities.
- 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 5 - PAYROLL DEDUCTIONS

- A. **PAYROLL DEDUCTIONS.** To the extent allowed by laws, 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.
- B. **ELECTRONIC TRANSFER OF PAYROLL AND OTHER PAYMENTS.** The district and association agree to abide by state law regarding electronic transfer of payroll and other payments to employees. The district will work with its bank to provide for the electronic transfer of such funds. Association members must notify the district one week prior to receiving their first paycheck.

ARTICLE 6 - WORKING CONDITIONS

A. HOURS

1. **High School and Middle School and Northwest Connect.** Teachers at the high school, Northwest Connect, and middle school (excluding virtual and after school day programming) shall report and be on duty at 7:15 a.m. and may leave at 2:48 p.m., except that on Fridays and days preceding holidays, teachers may leave at 2:33 p.m.
2. **Elementary.** Teachers at all elementary schools shall report and be on duty at 8:12 a.m. and may leave at 3:45 p.m., except that on Fridays or the day preceding a holiday they may report and be on duty at 8:22 a.m. and may leave duty at 3:40 p.m.
3. **Student Contact Time.** The student contact time of each teacher in grades kindergarten (K) through five (5) shall not exceed six (6) hours and twenty-two (22) minutes. The student contact time of each teacher in grades six (6) through twelve (12) shall not exceed five (5) hours and forty seven (47) minutes.
4. **Duty-Free Lunch.** All teachers shall be entitled to a duty-free, uninterrupted lunch period of not less than thirty (30) minutes. The ISD team shall not schedule special education related meetings during the teacher's duty-free lunch, without express permission from the teacher.
5. **Elementary Preparation.** Elementary teachers 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, shall have as preparation time those periods when the class is receiving "specials" instruction by a specials teacher for an average in a building per teacher of at least one hundred twenty (120) minutes per normal week in addition to the supervised playground described above, for at least a total of two hundred and twenty (220) minutes per normal week. Every reasonable effort will be made to insure that each teacher gets his/her scheduled preparation time.

6. **Use of Preparation Time.** 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 request permission from the principal in his/her building. If the principal is not available, the teacher will sign out of the office. The teacher will leave information on how he/she can be contacted.
7. **Supervision of Students.** 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. **Other Duties**
 - a. **Parent/Teacher Conferences.** All elementary teachers shall schedule parent/teacher conferences outside student contact time with each of their

students' parent(s). Said conferences shall be scheduled for at least (at an absolute minimum) for ten (10) minutes in length. Each elementary teacher shall submit a completed parent contact form for each student regarding parent/teacher conferences. Elementary special teachers shall schedule parent/teacher conferences as deemed necessary by the teacher or principal (with good reason) or at the request of the parent. All teachers are expected to attend parent/teacher conferences, and shall only be excused for good reason with prior written consent from the building principal. If teachers have open time at Parent/Teacher Conferences, they should use that time as outreach to students' parents/guardians/caregivers.

- b. **Calendar Committee.** The Northwest 360 Committee, with a representative from each building, shall determine conferences and open houses with input from Administration. Such conferences and the open houses shall be included in the calendar. The intent of this paragraph is to enable all teachers and parents to more efficiently schedule parent/teacher conferences. No conferences or open houses shall be scheduled on election day.
 - c. **Back to School Night.** All teachers are expected to attend (and shall only be excused with prior written consent, for good reason, by the principal) one open house per year.
 - d. **High School Graduation.** High school teachers are expected to attend the high school graduation unless excused by the principal for good reason. Other teachers are encouraged to attend the high school graduation. If graduation is scheduled for Friday evening of Memorial Day weekend, all teachers in the district are encouraged to attend. High school teachers choosing not to attend graduation on the Friday of Memorial Day weekend, must notify the building principal of his/her decision by Wednesday of graduation week.
9. **Meeting During the Normal Work Day.** 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. **Meeting Beyond the Normal Work Day.** 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. The aggregate time for such meetings beyond the normal working day in any school year shall not exceed four (4) hours. The teachers shall be notified of the date and subject of said meeting at least five (5) working days in advance except in cases of emergency.
11. **Lesson Plans.** It is the responsibility of each teacher as well as the Board to provide the highest quality instructional program practicable for every student in the School District. To this end, teachers shall be expected to prepare and have daily lesson plans available in the classroom. The lesson plans shall, upon request, be subject to review and copying by building administrators. Except as required by a plan of assistance or individualized development plan, or for substitute teachers, a teacher shall not be required to turn in their lesson plans on a regular or continuing basis. Teachers who are on FMLA or other extended leave will not be responsible to provide daily lesson plans during the period of their absence.
12. **School Activities.** Teachers are encouraged to participate in activities at the school such as back to School Nights, PTO meetings, and public performances of students

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 special 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. If class sizes exceed any of the above stated amounts by more than one student in a majority of sections offered (e.g. if there are 9 third grade classes with 31 or more students in 5 of those classes) the District will meet with the Association within three (3) calendar weeks following the time the situation occurs to discuss the situation and create a plan.
2. **Middle and High School Class Loads (6 – 12)**
 - a. **Traditional Schedule.** In the middle and senior high schools, with the exception of Music, Physical Education, and teacher-requested remediation, the maximum assigned class load for a traditional schedule shall not exceed one hundred fifty-five (155) students per teacher per day, and the number of students in any one (1) class, except Music, Physical Education, and teacher-requested remediation shall not exceed thirty-one (31). In STEM, Family and Consumer Sciences, and Art classes, the class load shall not exceed one hundred forty (140) students per day.
 - b. **Study Hall.** Study hall classes shall not exceed fifty-five (55) students.
 - c. **Miscellaneous.** Special consideration shall be given by the Board to reduce class sizes in special areas where facilities are limited as well as in those classes that are low ability groups. Exceptions to the mandatory class size and class load 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 term.
 - d. **Student Overages.**

High School: For each student day that a teacher has a class load of more than one hundred sixty-five (165) students (one hundred fifty-seven [157] for Industrial Arts, etc.), excluding homeroom or advisory periods under a trimester schedule, the teacher shall receive an overage credit for each excess student in an amount equal to the teacher's annual base salary divided by the number of student days divided by one hundred sixty-five (165), one hundred fifty-seven (157), one hundred fifty (150), or one hundred forty (140), as the case may be. For example, the extra student credit for a teacher earning fifty thousand dollars (\$50,000) on a trimester schedule would be one dollar and sixty-seven cents (\$1.67) per day (Example: \$50,000, divided by 181 days, divided by 165 students). For each student day that a teacher has a class with more than thirty-one (31) students but a class load of less than one hundred sixty-five (165), one hundred fifty-seven (157), one hundred fifty (150), or one hundred forty (140), as the case may be, the teacher shall receive excess student credit as calculated above, divided by the number of classes on that

day. Extra student credits shall be paid within thirty (30) days after the end of the trimester for which the credits are due.

Elementary: For each student day that a teacher has a class load of more than thirty (30) students the teacher shall receive in the first pay available after the end of the trimester an overage stipend according to the following formula: Salary divided by one hundred eighty (180) divided by thirty (30), times the number of students over thirty (30).

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. **Classroom Space.** 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 workstations will be avoided.
5. **Class Size – Northwest Connect.** 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 intervention time instruction.
6. **Physical Education Classes.** The Board agrees to make a reasonable effort to equalize the number of students in physical education classes in each building taking into account scheduling and other relevant factors.

C. **QUALIFICATIONS AND ASSIGNMENTS**

1. **Qualifications**

- a. **Teaching Certificate.** Each teacher K-12 shall possess a valid teaching certificate (and endorsement when necessary), or otherwise be appropriately credentialed by the Michigan Department of Education, for the grade level and subject area to which the teacher is assigned.
- b. In making internal building assignments, part-time teachers will not be assigned to full-time positions unless otherwise agreed by the parties

2. **Notification**

- a. **Notice.** All teachers shall be given notice of estimated schedule and room assignments for the forthcoming year. Reasonable effort will be made to make copies of the textbooks to be used available at the same time. Teachers' schedules and room assignments may be changed after the first day of August. Class rosters will be provided to teachers at least one (1) day prior to any scheduled back to school night. It is understood that class rosters may be subject to change.
- b. **Summer School.** Availability of summer work shall be posted each year as vacancies as provided in Article VIII B. The postings shall include the minimum and other qualifications for each assignment. Teachers with summer school assignment requests shall be promptly notified of any training required or preferred for summer school assignments.

- c. Under no condition shall a classroom teacher be required to drive a school bus. Working on the playground or cafeteria duty shall be on a voluntary basis.
- d. **Professional Courtesy.** Professional Courtesy shall be duties performed by a teacher during released or non-instructional time for another teacher who is indisposed by emergency circumstances either by or beyond their 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 preapproval of the Building Principal or his designee. The teacher covering the absence shall not receive additional compensation for this work.
- e. **Student Teachers.**
 - (1) 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; except, non-tenured teachers may supervise student teachers with administrative approval.
 - (2) No student teacher shall be used as a substitute for any teacher; except student teachers may substitute pursuant to their college/university agreement..
 - (3) 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/her 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. The Board agrees to make available in each school adequate computing and duplicating facilities to aid teachers in the preparation of instructional material.
- 3. 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. Large display media such as a white board.
 - d. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.

- e. Storage space for instructional materials, including a file cabinet, if requested.
- f. Materials required in daily teaching responsibility.

A telephone located in each classroom/office space

- g. Lockable space shall be available.
- h. E-mail address and access.

- E. **Michigan Continuous Improvement Process.** The parties agree employee participation in decision making is effective in providing positive results for education. The topic of School Improvement is of interest to both the Board and the Association.

Participation, outside the normal workday, and the exceptions to the normal workday as provided in this Agreement, on any School Improvement Committee established as a result of Section 1277 of the Revised School Code shall be voluntary.

Changes recommended by the Northwest 360 Committee that require a deviation from this agreement will be permitted only after a properly executed Letter of Agreement between the JCEA and the Board.

F. **LEAST RESTRICTIVE/MEDICALLY FRAGILE**

1. 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.
2. A committee comprised of the building principal, teachers and special education aides providing instructional services to a special education student (emotionally impaired, moderately cognitively impaired, severely cognitively impaired, severely multiply impaired, autism spectrum disorder, physically or otherwise health impaired) shall on a case-to-case basis mutually determine the training, observation opportunities and other support to be provided to the teachers and special education aide and the level of information awareness to be provided to other building staff. The training shall include administration of medication and medical procedures, if any, required for the student. Due care will be taken to comply with the Family Educational Rights and Privacy Act and appropriate confidentiality will be maintained at all times.
3. **Equitable Distribution.** Within each school building the District shall, whenever lawful, reasonably attempt to equitably distribute special education students assigned to the same grade level or course among the grade level classes or course sections in that building. When placing and distributing such students the district shall consider each student's unique needs as determined by the individual educational planning team (IEP team), the abilities of each teacher, and other relevant factors required by law.
4. **Attendance at IEP Meetings.** The Board shall give all staff who provide instructional services to a student with a disability, the opportunity to attend the student's IEP meetings, to the extent allowable by law. Staff also may be required to attend.

Adequate notice to the appropriate staff member shall be given when the notice is prepared and sent to the Intermediate School District to send to the student's parents. Notice to staff of IEP meetings may also be given by e-mail.

G. **OTHER WORKING CONDITIONS**

1. **Facilities.** The Board shall make available in each school - lunchroom, restroom, and lavatory facilities, exclusively for adult use.
2. **Classroom Temperature.** 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). If temperatures in a classroom are 60 degrees or lower for more than one (1) day the District will relocate students and staff in another room, make other appropriate arrangements, or dismiss them for the day.
3. **Unsafe Conditions.**
 - a. 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.
 - b. 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 7 - CALENDAR

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

- A. **LAST DAY "CHECK OUT."** 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 (2) weekdays to complete the annual checkout procedure.
- B. **LENGTH OF YEAR.**
1. **Work Year.** There shall not be more than two work days beyond that required by the State, except new hires shall work three work days beyond that required by the State.
 2. **School Closures.**
 - a. When school is closed due to inclement weather, fires, epidemics, mechanical breakdowns or health conditions, teachers shall not be required to report.
 - b. Teachers will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.
 - c. 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 at its discretion. The Board shall not be required to reschedule a "workday" or a partial workday, which is canceled, but may do so at its discretion.
 3. **Compensation**
 - a. **Total Annual Salary.** Total annual salary is based upon teacher workdays as identified in Section "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 Section "B" above.
 - b. **Unemployment Benefits.** 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.

- c. **Legislation** 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.

ARTICLE 8 - VACANCIES, TRANSFERS AND PROMOTIONS

- A. **REQUEST FOR REASSIGNMENT**. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers and the method for making assignment requests by teachers will be made clear.
- B. **NOTIFICATION**. Whenever a vacancy in any teaching assignment or any Appendix B assignment within the District shall occur, the district shall communicate said vacancies to all NWEA members via school e-mail.. 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, address and e-mail with the personnel office prior to the end of each school year. Only teachers certified for such vacancies will be mailed vacancy notices.

- C. **VACANCIES**.

Varsity Coaching. In filling vacancies for varsity coaching assignments, the Board shall consider the qualifications, backgrounds, and attainments of all applicants from within the District as well as applicants from outside the District. The parties recognize, however, that the filling of vacancies for varsity coaching assignments is the prerogative of the board, and the decision of the Board with respect to such matters shall be final. All teachers applying for varsity-coaching assignments shall be afforded the courtesy of an interview, provided the teacher meets the minimum qualifications as published in the job posting.

- D. **Applications for Open Positions**. Any qualified teacher may apply for a vacancy.
- E. **ADMINISTRATIVE VACANCIES**. All bargaining unit members 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.

ARTICLE 9 - LEAVES OF ABSENCE

A. LEAVES OF ABSENCE WITH PAY

1. **Sick Days and Paid Time Off (PTO).** At the beginning of each school year each teacher shall earn six (6) sick days and six (6) PTO days. However, it is understood that the twelve (12) days are earned on the basis of 1.2 days per month actually worked. If a teacher uses more than his/her allotment (including accumulated sick and PTO days) and leaves employment with the District before the end of a school year, he/she will be liable (through payroll deduction or direct payment by the teacher) for any pro-rated portion of the leave days taken but not earned. Sick and PTO days not taken in any year shall be credited to the teacher's account, up to a maximum of one hundred ninety-five (195) days total. The District may require a note from an appropriate medical care provider to support any sick leave claim. PTO leave days may be taken by a teacher for the following reasons and subject to the following conditions:
 - a. **General Use of Leave.** A teacher may use his/her PTO leave for court appearances or other personal business. The Superintendent may require an examination at Board expense, and/or a doctor's certificate for an apparent illness, injury, or disability after three (3) consecutive days of absence, if certification is required for intermittent FMLA leave or worker's compensation leave, if medical information is relevant to an accommodation request or work excuse, or if reasonable suspicion exists of misconduct.
 - b. **PTO Duration and Scheduling.** PTO leave, other than for illness, will not be used on the day before or after a holiday or vacation period, including county wide professional development, unless an exception is preapproved by the superintendent or designee in writing. Even with this permission, the use of PTO before or after a holiday, vacation, or county wide PD day will disqualify the bargaining unit member from merit pay. Employee use of PTO days cannot be used for more than three (3) consecutive days.
 - c. **Death in Immediate Family** The teacher shall be allowed three (3) working days, per occurrence, not to be deducted from sick/PTO leave for a death in the immediate family. These days shall be available at the time of the death or at a later date for a memorial service. If additional time is needed two (2) workdays, per occurrence, shall be granted and deducted from sick and/or PTO leave.
 - d. **Other Deaths** All teachers shall be granted one (1) day per year, not to be deducted from sick or PTO 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 PTO leave.
 - e. **Illness in Immediate Family.** Days may be used for an illness in the immediate family. For eligible teachers, unpaid FMLA leave is also concurrently available for immediate family members suffering a serious health condition when the medical care provider certifies the employee needs to provide care.
 - f. **Perfect Attendance.** A teacher who has perfect attendance for a school year will be paid an amount equal to eight (8) days substitute teacher pay. A teacher who has one (1) day's absence from school per school year shall be

paid an amount equal to six (6) 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 PTO days will be counted as absences from school. A partial day missed shall count as a full day missed from work.

- g. **Definition of Immediate Family.** Immediate family is 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 PTO leave days, may apply to a sick leave bank, for use during an approved medical leave. Teachers shall deposit one (1) accumulated leave day to the bank if at the beginning of any school year 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.

All PTO leave days accumulated by a teacher in excess of the 195 day maximum shall be added to the 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 for a maximum of 25 days in a school year. Before using allotted sick bank days, an employee must first take three (3) unpaid leave days.

3. **Court-Related 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.
4. **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.
5. **Workers' Compensation.** Worker's compensation leave shall run concurrently with FMLA leave. 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 and PTO 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 or PTO 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 and PTO 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. However, the employee shall not be allowed to receive supplemental benefits if those benefits, when added to the workers' compensation benefits, total more (after taxes) than what the bargaining unit member would have received as salary alone for the absent days.
6. **Notification of Absence.** In all cases of absence, except for approved absences regarding school business or emergencies, a teacher shall notify the District sub service at least by 6:00 a.m. on the day of the absence. This shall apply to each day of absence unless notification has been made earlier.
7. **Available Lesson Plans.** 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.
8. 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 PTO for the half day that this occurred.
9. **Snow Days** If school is closed due to inclement weather or other conditions on a teacher's PTO day and the teacher is eligible for a snow day under Article 7-B (Length of Year), the day shall not be deducted from the teacher's accumulated sick leave or personal days.

B. LEAVES OF ABSENCE WITHOUT PAY

1. **Family Medical Leave Act.** For those eligible to take FMLA leave, the unpaid leave provisions of this Agreement shall be construed consistently with the requirements of the FMLA. All unpaid leaves required by that Act shall run concurrent with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement. To the extent allowable by law, the FMLA leave year shall be calculated on a rolling forward basis. FMLA leave is run concurrently with qualified paid leave. FMLA for serious health condition and military leave may be taken intermittently.
2. **Application for Leave.** 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, unless required otherwise by law.

4. **Notification of Return From Leave.** 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. 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.

6. **Types of Leaves.** 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 and PTO 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
- (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. However, the date of return will be established mutually between the district and the affected teacher.
- (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 PTO leave to disability leave upon written notice to the Superintendent.
- (5) When the Disability Leave is pregnancy related, a teacher may apply for a Parental Leave in accordance with b. of this section. Parental Leave will commence when the teacher is physically able to return to work.
- (6) Disability leave may be renewed for one (1) additional year upon request of a teacher and with medical verification.

- (7) 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.
- (8) 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 for the purpose of caring for a child, step child or other child for whom the teacher is in-loco-parentis who is ill or has been injured. 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 consistent with state and federal law. 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.

ARTICLE 10 - PROFESSIONAL COMPENSATION

A. **BASIC SALARIES AND MERIT PAY**

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. All bargaining unit members (i) rated "effective" overall on their respective annual performance evaluation and (ii) in attendance the day before or after a holiday or vacation period, including county wide professional development, shall receive an off schedule payment no later than December 31 the following school year. The payment shall be determined by splitting a pool of \$50,000 equally among those qualifying, except no one payment shall be more than \$2,000.
2. **Teaching Credit.** All teachers may be given credit on the salary schedule set forth in Appendix A for teaching experience and/or military outside the Northwest Community Schools or the Board may grant credit on the salary schedule for outside teaching experience as deemed appropriate. The Superintendent may also place a bargaining unit member on the schedule as the Superintendent deems appropriate, however the Superintendent or designee shall notify the association of this placement.
3. The salary schedule is based upon the regular school year and calendar as and the normal teaching assignment as defined in this Agreement. Full compensation shall be based on the number of teacher workdays in the calendar.
 - a. **Substituting.** 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 forty-five dollars (\$45.00) per class period at the secondary level and forty-five dollars (\$45.00) per hour at the elementary level. The compensation rate shall be increased annually by the same percentage as the salary schedule.
 - b. **Extra Class Period.** 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-fifteenth(1/15) of the teacher's base annual salary for each trimester of such teaching.
 - c. **Additional Days of Work.** 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 and fifty five (\$155.00) dollars per day. There will be a maximum of one (1) day paid for moving in the summer within the same building, and two (2) days maximum for the calendar year for any move required by the district. Voluntary moves will not be paid. 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. **Voluntary.** 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.
 - e. **Loss of Special(s).** In the event that a substitute teacher cannot be hired for an elementary "Specials" class, the principal or his designated representative

may request the classroom teacher to assume the duties (in their classroom) of the absent teacher. Such teacher assuming these duties shall be compensated at the rate of twenty-five dollars (\$25.00) per occurrence at the elementary level.

4. **Daily Rate.** The teacher's daily rate of pay shall be determined as follows:

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

5. **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. or BA + 30, they must be graduate credit hours earned after the granting of the M.A. or BA + 30 degree and the provisional or professional 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 in writing to the Administration Building. For written requests received by October 1 of each year, the lane advancement will be granted as of the first teacher work day of the school year or the date in which the credits were granted, whichever is later. Written requests received after October 1 but prior to February 1 of each year, the lane advancement will be granted as of the first day following the holiday break (i.e. for the 21-22 school year, advancement would be granted as of 1/3/22) or the date in which the credits were granted, whichever is later. Requests received February 1 or later will be granted the following school year. Changes to salary will take place on the pay period immediately following approval of request.

- Example 1: University awards credits on August 10, 2022 and transcripts are submitted to the Administration building by October 1, 2022, lane change will be granted as of the first day of school for the 2022-23 school year.
- Example 2: University awards credits on September 25, 2022 and transcripts are submitted to the Administration building by October 1, 2022, lane change will be granted as of September 25, 2022.
- Example 3: University awards credits on August 25, 2022 and transcripts are submitted to the administration building after October 1, 2022, lane change will be granted as of January 9, 2023.

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 schedule in Appendix B. For all positions being filled by members of the bargaining unit, a teacher will be placed on the Schedule B Extra Curricular Schedule based on the number of years, up to 5, that they have served in the same or substantially similar sport/activity. For positions being filled by persons from outside the bargaining unit the district will place that person, at its discretion, on any step of the Extra Curricular Schedule up to step 5, based on their experience. If there is a

gap in extra-curricular service, bargaining unit members must sign an affidavit affirming the number of years of service they have completed in the sport/activity.

- 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. **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. District agrees to maintain both a Qualified IRS 125 Plan for premium contributions and a Flexible Spending Account for medical and dependent care reimbursement. The District's contribution for health insurance shall be:
- Single Subscriber: \$641.90 per month
 - Two person Subscriber: \$1,342.42 per month, and
 - Full Family Subscriber: \$1750.65 per month.

For the 2025 and 2026 calendar years: increase the cap dollar contribution amounts to the maximum amount allowed by the state hard caps. If no hard caps exist, increase the dollar contribution amounts by the percentage increase in insurance cost from the previous year, up to 3%.

The HSA shall be funded on the following basis:

1. On the first business day in January, each contract year, the following amounts shall be deposited:
 - FF and 2P: \$1,466.67
 - SS: \$733.33
2. On the first business day in September, each contract year, the following amounts shall be deposited:
 - FF and 2P: \$733.33
 - SS: \$366.67
3. For the 2024 year only, increased health insurance contributions up to the cap will be provided to bargaining unit members from the date of ratification of this agreement back to February 13, 2024. This term shall expire when the retroactive contribution is paid.

ARTICLE 11 - GRIEVANCE PROCEDURE

A. **GENERAL PRINCIPLES**

1. A "*complaint*" is an alleged violation, misinterpretation or misapplication of the expressed provisions of this Agreement. A "*grievance*" is a complaint which has not been resolved and which has been reduced to writing. Grievances which relate to a Board Policy or a matter related to a prohibited subject of negotiations under Michigan law may be processed only through Level III – Grievance Resolution Council, but may not be advanced to Level IV – Arbitration. All grievances must identify at Level 1 the Master Agreement provision which has allegedly been violated.

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.
11. Due to the fact that the Teacher Tenure Act prescribes a procedure and/or authorizes a remedy for the termination or non-renewal of probationary teachers, such termination or non-renewal shall not be subject to the grievance procedure.

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 – Principal

1. 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.
2. 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 - Superintendent

1. 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.
2. Within five (5) days of the receipt of said grievance the Superintendent, or his/her 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 – (Optional) Grievance Resolution Through Mediation

1. If the grievance is not resolved at Step II, or if no written response is made within the above timeline, the Association may file the grievance to mediation through the Michigan Employment Relations Commission (MERC) within twenty (20) working days following receipt of the Level II writer response or of the date the response was due, from the Superintendent or designee. A copy of the filing will be provided to the District by the Association. If satisfactory resolution is achieved through mediation, the resolution shall be final and binding upon the parties. If no satisfactory resolution can be reached, either side may terminate mediation through written notification to the other party.

Level IV – Arbitration

1. 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 or, if the grievance is submitted mediation, within ten (10) days from the outcome of Level III. Any current provision in the CBA that is inconsistent with the Michigan Uniform Arbitration Act that can be waived shall be waived. Otherwise, the UAA shall be followed. All other provisions shall remain in full force and effect to the extent allowable by law.
2. 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.
3. The arbitrator shall hear the grievance in dispute and shall render a 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 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.
4. 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 have no authority to rule on any matter within board policy or a prohibited topic of negotiations under Michigan law. 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.

5. 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 the arbitrator's 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 law.
6. The Parties shall exchange exhibits and a witness list five (5) workdays before the arbitration hearing.
7. 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.
8. 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.

C. **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. Except as otherwise provided herein, any claim or grievance arising under this contract may be processed through the Grievance Procedure until resolution. During the summer months, week days that the business office is open will be considered as school days.
5. A grievance diagram is attached as Appendix C-I.

ARTICLE 12 - PERSONNEL FILE

A. **PERSONNEL FILE.**

1. A teacher shall have the right to review the contents of the teacher's personnel file with at least one business days' notice. The teacher also shall have the right to have a representative of the Association accompany the teacher in such a review. To the extent permitted by law, any disciplinary reports, letters of reprimand or other reference of disciplinary action that does not rise to the level of unprofessional conduct 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 a teacher's personnel file shall be destroyed or retained in a separate file as determined by the Board. Such material in a teacher's personnel file or retained in a separate file shall not be disclosed to any third party who is not part of the District or the Association without written notice to the teacher or as otherwise required by law. Except when allowable by law or when the disclosure of such material is ordered in a legal action or arbitration to a party in that legal action or such arbitration, material which is more than four (4) years old shall not be disclosed to a third party.
2. 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.
3. If the teacher believes that material placed in his file is false or in error, such material will be removed or corrected upon certification of its invalidity or error.

B. **CONTACT INFORMATION AND CREDENTIALS.** 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. 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 will be submitted in writing to the personnel office by July 1.

C. Teachers are responsible for maintaining current certification and licensing necessary to remain qualified for their assignment.

ARTICLE 13 - SENIORITY

A. SENIORITY

1. **Date of Hire.** Seniority shall be measured from the last date of hire. Date of hire is the date of the new teacher's final interview.

If more than one (1) new teacher has their final interview on the same date, their position on the seniority list will be determined by the time of their final interview with the teacher interviewed first listed 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. **Leave of Absence Without Pay.** 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 teacher's 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. Teachers shall accrue no seniority during time in which they have been employed by the Board as administrators. Administrators who taught in the Northwest Community Schools 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). Administrators who, subsequent to their appointment as administrators with the District, taught part time shall accrue seniority for the period of time during which they were so assigned.
4. **Part-Time Teachers.** Regularly employed part-time teachers shall accrue seniority on the same basis as all other teachers.
5. **Long Term Substitutes.** Long 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. **Other Teachers.** 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. **Resignation.** If a teacher has a recorded resignation from the District, not for the purpose of retirement, 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. **Seniority List.** 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 October and the end of April of each year. The

Administration shall provide at least one (1) seniority list per school building.

ARTICLE 14 - STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. **BOARD SUPPORT.** 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 and timely steps to relieve and/or assist the teacher of responsibilities in respect to pupils who are disruptive in the classroom or repeatedly violate rules and regulations of the classroom.
- B. **USE OF PHYSICAL FORCE.** 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 have authority to use physical force in circumstances allowed under the Section 1312 of the Michigan Revised School Code.
- C. **REMOVAL OF STUDENT.**
1. To the extent allowable by law, a teacher may exclude a pupil from class for up to one (1) full school day as permitted by Section 1309 of the revised school code for conduct for which the pupil may be removed from the class. The teacher shall immediately report the removal and the reason for the removal to the principal and send the pupil to the principal or the principal's designee for appropriate action. As soon as possible after a removal, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the removal. A school administrator shall attend the conference if the teacher or the parent or guardian so requests.
 2. Except as provided above in paragraph C.1., suspension of students from school may be imposed only by a principal or 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/her parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, will be first exhausted.
- D. **ASSAULT UPON A TEACHER.** Any case of assault, physical or verbal (as defined in Board Policy), or true threats, upon a teacher in performance of his duties shall be promptly (within twenty-four (24) hours) reported in writing to the District or its designated representative. When requested by the Teacher, the District will advise the Teacher of his/her rights and obligations with respect to such assault or true threat, if the teacher was in compliance with Board Policies.
- E. **LOSS OF PERSONAL PROPERTY.** 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.

F. **STUDENT RETENTION AND PROMOTION.**

1. 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.
2. 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 15 - CONTINUITY OF OPERATIONS

- A. **INCLEMENT WEATHER.** 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 on the district's website, and through an automated phone system. Inclement weather is also addressed in Article 7B2.
- B. **ALTERATION OF DUTIES.** 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.
- C. **WORK ACTIONS.** 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 16 - NEGOTIATIONS PROCEDURE

- A. The parties agree to begin negotiations on a successor Agreement on or after October 15 of the year the contract expires, at the request of either party.
- 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 17 - PROFESSIONAL BEHAVIOR AND IMPROVEMENT

- A. **RULES AND REGULATIONS.** 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. **PROFESSIONAL ATTIRE.** Teachers shall be expected to dress in reasonable attire consistent with the teaching profession and their assignment.

- C. **PROFESSIONAL IMPROVEMENT**

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.

ARTICLE 18 - NORTHWEST 360 COMMITTEE

The parties agree to utilize the Northwest 360 Committee to discuss professional development, the district calendar, teaching methods, and educational processes. Information on the 360 Committee can be found on the District website under “Administrative Guidelines.”

ARTICLE 19 - MISCELLANEOUS PROVISIONS

- A. **COMMITMENT BETWEEN THE PARTIES.** 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. **INDIVIDUAL CONTRACT.** 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. **SUPERSEDE.** This Agreement shall supersede any rules, regulations, or policies of the Board which shall be contrary to or inconsistent with its terms.
- D. **CONTRARY TO LAW.** 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. **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.
- F. **EMERGENCY FINANCIAL MANAGER.** An emergency financial manager appointed to the District under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate collective bargaining agreements as provided in the Local Government and School District Financial Accountability Act.

ARTICLE 20 - ANNEXATION, CONSOLIDATION, OR OTHER REORGANIZATION OF THE DISTRICT

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 21 - JOB SHARING

- A. **DEFINITION.** “*Job sharing*” shall be defined as two (2) teacher volunteers assuming one (1) full time teaching position.
- B. **WRITTEN APPLICATION.** 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 E.
 4. First grade positions, and other grades and classes so designated by the Principal would be exempt if shown to be educationally unsound.
 5. All job sharing arrangements are at the sole discretion of the district.
- C. **RENEWAL.** Teachers involved in job sharing will agree to job share for the entire school year. Successful job sharing assignments can be renewed with approval of the building principal.
- D. **NOT USED TO CREATE PART-TIME POSITION.** 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:
1. They will receive the relative proportion of the salary that normally would have been paid had they been full time teachers.
 2. They will receive, at their option, either of the following insurance benefit plan arrangements:
 - (a) Each teacher shall receive Plan B as set forth in Appendix D; or
 - (b) The District shall pay the appropriate contribution towards the cost of a Plan A for each of the teachers an amount equal to the cost of Plan B with the teachers paying the remaining cost of Plan A. The teachers' contributions for Plan A may be made to the District's cafeteria plan adopted pursuant to Section 125 of the Internal Revenue Code.
- Teachers so involved will plan their regular schedules to include a twenty (20) minute overlap of time to jointly plan teachers' activities.
- E. There is no guarantee that the teacher will be retained to a specific building, grade level, or special assignment.
- F. **INELIGIBILITY FOR UNEMPLOYMENT INSURANCE.** Teachers involved in job sharing will not be eligible for unemployment insurance.

- G. **LIMITS**. No more than six (6) teachers in each building will participate in job sharing in each school building each school year.

ARTICLE 22 - PROVISIONS FOR BARGAINING UNIT MEMBERS IN POSITIONS NOT GOVERNED BY THE TEACHER TENURE ACT

The following provisions apply only to members of the bargaining unit who hold positions which are not governed by the Teacher Tenure Act.

A. Layoff and Recall

1. The decision to determine necessity of a layoff or recall rests solely with the district and is not subject to the grievance procedure. When the district determines that a layoff/recall of employees is necessary it will use the following procedure:
 - a. The order of layoff will be determined by the district based on seniority, qualifications and merit.
 - b. Where the district finds that qualifications and merit are equal, they will use seniority to determine which employee is laid off in a particular situation.
 - c. The district will provide at least forty-five (45) calendar days' notice prior to the effective date of a layoff unless it is not reasonably able to do so due to unforeseen circumstances such as an unexpected loss of funding, a drop in students, a natural disaster or other similar circumstances.
 - d. Employees who have been laid off will be recalled to work using the same criteria specified in A(1)(a) of this article.
 - e. Employees laid off under this agreement will be recalled prior to hiring from outside the bargaining unit unless the district determines that no employee on the recall list is qualified to fill the open position. All rights to recall shall exist for three (3) years following the effective date of the layoff after which time the employee shall not be entitled to recall under this agreement.
 - f. Laid off employees who decline recall to a full time position shall be deemed to have voluntarily resigned and shall not be eligible for recall.

B. Discipline for Employees Holding Positions Not Governed by the Tenure Act.

1. Employees in positions not covered by the Tenure Act may be disciplined only for reasons that are not arbitrary or capricious. This standard signifies that a disciplinary action must be supported by the results of an investigation, and that any resulting disciplinary action must have a rational relationship to the employees conduct which forms the basis for the disciplinary action. The provisions of this paragraph shall exclude the failure to re-employ any employee during their probationary period.
2. Disciplinary actions include:
 - a. An oral warning (may be memorialized in writing)
 - b. A written warning
 - c. A written reprimand
 - d. A paid or unpaid suspension
3. Nothing in this contract requires that these disciplinary actions be applied sequentially or progressively, however, in making its determination the district agrees that, if the

investigation of the situation supports a determination or other behavior warranting a disciplinary action, the decision to determine the level of discipline shall be guided by the following standards:

- a. The seriousness of the alleged offense, infraction, misconduct or other behavior on which the discipline is based;
- b. The employee's prior disciplinary and employment record;
- c. How employees in the bargaining unit have been disciplined in the past in which there were comparable circumstances involving similarly situated employees;
- d. The existence of aggravating or mitigating factors.
- e. The bargaining unit member's honesty and willingness to accept responsibility for their misbehavior.

ARTICLE 23 - DURATION OF AGREEMENT

This Agreement shall be effective as of ratification by both parties, except the financial provisions for salary and fringe benefits which will become effective on the dates indicated in Appendices A, B and D. This contract remains in effect until December 31, 2026, at which time it shall expire. The parties agree to begin negotiations for a successor Agreement on or after October 15, 2026 at the request of either party.

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

JACKSON COUNTY EDUCATION ASSOCIATION

By: _____
JCEA, President

Date: _____

By: _____
MEA Uniserv Director

Date: _____

NORTHWEST BOARD OF EDUCATION

By: _____
Superintendent

Date: _____

By: _____
President, Board of Education

Date: _____

NORTHWEST EDUCATION ASSOCIATION

By: _____
NWEA President

Date: _____

APPENDIX A – SALARY SCHEDULE

For the 2024-2025 school year only, all bargaining unit members will be paid pursuant to the new schedule below labeled “Salary Schedule 24-25.” Lane increases and the new Step placement for bargaining unit members shall occur on the first pay period of the 2024-2025 school year. Bargaining unit members on Steps 7 and above with more than four years of teaching service to the District will increase two Steps of the 2024-2025 school calendar year; bargaining unit members on Steps 7 and above with less than four years of teaching service to the District will increase one Step for the 2024-2025 school calendar year; all bargaining unit members on Steps 1 through 6 shall increase to Step 7. Steps 1 through 6 from the 2023-2024 schedule have been eliminated.

For the 2025-2026 school year only, all bargaining unit members will receive 1 step increase, and a new Step 15 will be added pursuant to the new schedule below labeled “Salary Schedule 25-26.” Eligible bargaining unit members shall receive lanes. Lane increase and new step placement for bargaining unit members shall occur on the first pay period of the 2025-2026 school year.

For the 2026-2027 school year only, the parties will negotiate compensation with a financial reopener, including but not limited to any changes to steps, lanes, longevity, Schedule B, retirement and terminal leave, etc.

Salary Schedule 2024-25
2024-25 Salary Schedule

Old Step	New Step	B	B+19	B+30/MA	BA+45/ MA+15	MA+30
7	1	\$ 45,420	\$ 46,884	\$48,354	\$ 49,595	\$ 50,841
8	2	\$ 46,669	\$ 48,173	\$49,683	\$ 50,959	\$ 52,239
9	3	\$ 49,014	\$ 50,621	\$52,239	\$ 53,616	\$ 54,999
10	4	\$ 51,358	\$ 53,075	\$54,788	\$ 56,297	\$ 57,677
11	5	\$ 53,703	\$ 55,529	\$57,340	\$ 58,994	\$ 60,647
12	6	\$ 56,046	\$ 57,967	\$59,895	\$ 61,672	\$ 63,450
13	7	\$ 58,343	\$ 60,397	\$62,446	\$ 64,378	\$ 66,294
14	8	\$ 60,592	\$ 62,848	\$64,952	\$ 67,011	\$ 69,063
15	9	\$ 63,078	\$ 65,297	\$67,513	\$ 69,694	\$ 71,860
16	10	\$ 65,416	\$ 67,741	\$70,064	\$ 72,385	\$ 74,714
17	11	\$ 67,767	\$ 70,188	\$72,624	\$ 75,066	\$ 77,508
18	12	\$ 71,072	\$ 73,587	\$76,089	\$ 78,609	\$ 81,120
19	13	\$ 74,058	\$ 76,678	\$79,285	\$ 81,912	\$ 84,524
20	14	\$ 77,042	\$ 79,765	\$82,477	\$ 85,209	\$ 87,930
	15					

Salary Schedule 2025-26

2025-26 Salary Schedule					
	B	B+19	B+30/MA	BA+45/ MA+15	MA+30
1	\$ 45,420	\$ 46,884	\$ 48,354	\$ 49,595	\$ 50,841
2	\$ 46,669	\$ 48,173	\$ 49,683	\$ 50,959	\$ 52,239
3	\$ 49,014	\$ 50,621	\$ 52,239	\$ 53,616	\$ 54,999
4	\$ 51,358	\$ 53,075	\$ 54,788	\$ 56,297	\$ 57,677
5	\$ 53,703	\$ 55,529	\$ 57,340	\$ 58,994	\$ 60,647
6	\$ 56,046	\$ 57,967	\$ 59,895	\$ 61,672	\$ 63,450
7	\$ 58,343	\$ 60,397	\$ 62,446	\$ 64,378	\$ 66,294
8	\$ 60,592	\$ 62,848	\$ 64,952	\$ 67,011	\$ 69,063
9	\$ 63,078	\$ 65,297	\$ 67,513	\$ 69,694	\$ 71,860
10	\$ 65,416	\$ 67,741	\$ 70,064	\$ 72,385	\$ 74,714
11	\$ 67,767	\$ 70,188	\$ 72,624	\$ 75,066	\$ 77,508
12	\$ 71,072	\$ 73,587	\$ 76,089	\$ 78,609	\$ 81,120
13	\$ 74,058	\$ 76,678	\$ 79,285	\$ 81,912	\$ 84,524
14	\$ 77,042	\$ 79,765	\$ 82,477	\$ 85,209	\$ 87,930
15	\$ 80,124	\$ 82,955	\$ 85,776	\$ 88,618	\$ 91,447

APPENDIX A-1

SEVERANCE, LONGEVITY, RETIREMENT and TERMINAL LEAVE

- A. **LONGEVITY**. Those teachers who have completed 12 full years of service at Northwest Community Schools, by September 15th of the current year, shall receive a longevity payment of \$950.00 in addition to their annual salary as specified in the Salary Schedule for the life of this agreement. Those teachers who have completed 20 full years of service at Northwest Community Schools, by September 15th of the current year, shall receive \$1,075.00. This longevity payment shall be made to currently employed teachers by the end of December of each year. Teachers who, prior to September 15th 2013, have previously qualified and are receiving longevity, will continue to qualify and receive longevity.
- B. **SEVERANCE**. A teacher that retires under the Michigan Public School Employees Retirement System with fifteen (15) years' service with the District shall receive two hundred dollars (\$200.00) per year for every year of service with the District
- C. **RETIREMENT AND TERMINAL LEAVE** In the case of the retirement of a teacher, as defined under the Michigan Public Schools Employees' 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 seventy-five dollars (\$75) per day for all unused sick leave if written notice of retirement is submitted to the Superintendent 90 calendar days before the retirement date. If the 90 calendar day notice is not met, the payment shall be based on a rate of fifty dollars (\$50) per day. Said payment to be made at the end of the school year during which the teacher retires when non-reportable wages may be paid in accordance with MPSERS rules.

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. Determining whether a position is active or inactive is within the sole discretion of the Superintendent. 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. Appendix B payments shall be calculated based on the following schedule:

Schedule B Salary Schedule – School Year 2024-2025. The Schedule B Salary Schedule shall be reflective of 90% of the bachelor lane steps two through six (step 2=step 1 on schedule & step 6=step 5).	
<u>BA</u>	
Step	BA Base
2	\$40,878
3	\$42,002
4	\$44,112
5	\$46,222
6	\$48,332

<u>High School Positions</u>	<u>Rate (%) for Ratification-6/30/2019</u>
Head Varsity Football Coach and Coordinator -----	15.0%
Assistant Varsity Football Coach (2) -----	10%
Junior Varsity Football Coach (2) -----	10%
Freshman Football Coach (2)-----	8.0%
Head Varsity Basketball Coach & Coordinator--Boys -----	15.0%
Head Varsity Basketball Coach & Coordinator--Girls-----	15.0%
Junior Varsity Basketball Coach- Boys -----	10.0%
Junior Varsity Basketball Coach- Girls -----	10.0%
Freshman Basketball Coach- Boys -----	8.0%
Freshman Basketball Coach- Girls -----	8.0%
Cross Country—Boys/Girls -----	10%
Assistant Cross Country—Boys/Girls -----	8%
Golf- Boys -----	10%
Golf- Girls-----	10%
Varsity Wrestling and Coordinator -----	15%
Jr. Varsity Wrestling -----	10%
Head Track Coach and Coordinator- Boys -----	15%
Head Track Coach and Coordinator- Girls -----	15%
Assistant Varsity Track Coach (2)- Boys -----	8%
Assistant Varsity Track Coach (2)- Girls -----	8%
Head Varsity Baseball Coach and Coordinator -----	15%
Assistant Varsity Baseball Coach -----	8%
Junior Varsity Baseball Coach -----	10%
Freshman Baseball Coach -----	7.0%
Head Varsity Girls Gymnastics -----	10.0%
Assistant Girls Gymnastics -----	6.0%
Head Girls Volleyball Coach -----	15%
Junior Varsity Volleyball -----	10%
Freshman Volleyball Coach-----	8%

Head Varsity Softball Coach -----	15%
Assistant Varsity Softball Coach -----	8%
Junior Varsity Softball Coach -----	10%
Tennis – Boys -----	10%
Tennis – Girls -----	10%
Head Varsity Cheerleading and Coordinator -----	12%
(Fall 6%; Winter 6%)	
Junior Varsity Cheerleading -----	8%
Freshman Cheerleading -----	7%
Varsity Soccer – Boys -----	12%
Varsity Soccer – Girls -----	12%
Junior Varsity Soccer – Boys -----	9%
Junior Varsity Soccer – Girls -----	9%
Bowling – Boys -----	4%
Bowling – Girls -----	4%
Bowling – Boys & Girls (Same coach for both teams) -----	8%
H. S. Strength and Coordinator/Trainer -----	3.0%
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 Band -----	9.5%
High School Marching Band -----	7.5%
Pep Band -----	4.0%
High Jazz Band (when not a class) -----	8.0%
High School Choir (including chorale and all other extra-curricular activities associated with department) -----	9.5%
Major School Musical -----	8%
Major School Drama (one position district-wide) -----	2.0%
Department Chairperson* -----	5.0%
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* -----	3.0%
Art Fair* -----	2.0%
Coordinated School Health Chair (1) District-Wide -----	3.0%
High School Link Coordinator (3) -----	2%
Broadcast Studio with class -----	5.0%
Broadcast Studio without class -----	7.0%
New HS Advisory/Focus Coordinator -----	2%
Find Your Future Fair Coordinator -----	1%
Homecoming Parade Coordinator -----	1%
Decision Day Coordinator -----	1%
College and Career Fair Coordinator -----	1%

Middle School Positions

Football (2) – 7 th Grade -----	7.0%
Football (2) – 8 th Grade -----	7.0%
Boys Basketball – 7 th Grade A Team* -----	7.0%

Boys Basketball – 7 th Grade B Team*	7.0%
Boys Basketball – 8 th Grade A Team*	7.0%
Boys Basketball – 8 th Grade B Team*	7.0%
Girls Basketball – 7 th Grade A Team*	7.0%
Girls Basketball -- 7 th Grade B Team*	7.0%
Girls Basketball – 8 th Grade A Team*	7.0%
Girls Basketball -- 8 th Grade B Team*	7.0%
Wrestling (2)	7%
Girls Volleyball – 7 th Grade A Team*	7.0%
Girls Volleyball – 7 th Grade B Team*	7.0%
Girls Volleyball – 8 th Grade A Team*	7.0%
Girls Volleyball – 8 th Grade B Team*	7.0%
Track (2) -- Boys	7%
Track (2) -- Girls	7%
Cheerleading	3.5%
Middle School Newspaper with class	2.0%
Middle School Newspaper without class	3.0%
Middle School Yearbook with class	3.0%
Middle School Yearbook without class	5.0%
Middle School Band	8.0%
Middle School Jazz Band Director	2.0%
Middle School Choir	8.0%
Middle School Honors Choir Director	3.0%
Middle School Student Council*	5.0%
Art Fair*	2.0%
Clubs*	2.0%
Cross Country	6.0%
Department Chairperson*	5.0%
NWMS Advisory/Focus Coordinator	2%

*NOTE: IF COACHES HAVE BOTH A AND B TEAMS – ADD 3%

Elementary Positions

Grade Level Chairs	5.0%
Early Elementary Specials Chair (one position)	2%
Upper Elementary Specials Chair (one position)	2%
Elem. & Alternative Ed. Yearbooks	2.0%
Orffestra (1) (NWEL)	3.0%
NWEL Special Ed Chair	2%
NWEE Special Ed Chair	2%

Other Positions

Title One Teacher	1.0%
Robotics (1) (1 hour release time per school day. Coordinator only)	-----
-----	-4.0%
Robotics (FRC Head Coach (1)) (High School)	-----10.0%
FRC Assistant Coach (1) (High School)	6%
AVID Head Coach (1) (High School)	4%
IVD Head Coach (1) High School (1)	4%
FTC Head Coach Middle School (1)	4%
FTC Assistant Coach Middle School (1)	3%
FLL Elementary Head Coach (1)	3%
FLL Early Elementary Coach (1)	3%

MTSS Attendance Coach (1 per building) -----	5%
MTSS Behavior Coach (1 per building) -----	5%
MTSS Contact Coach (1 per building) -----	5%
MTSS CIC Facilitator (1 per building) -----	5%
Building Service Coordinator (1 per building) -----	1%
Culture and Climate Advisor (1 per building) -----	2%
Fall Games Manager -----	5%
Winter Games Manager -----	5%
Spring Games Manager -----	5%
District Service Coordinator -----	2%

Other Positions

Hourly rate for all other positions shall be \$30.39 per hour for all extra duties including summer school, homebound, After School Labs/Tutoring or any other extra duty position not listed specifically within the articles of this agreement.

Homebound teacher to be paid mileage at IRS rates for distance between student’s home and the student’s home school.

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

Grievance # _____

APPENDIX C GRIEVANCE REPORT FORM

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
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STEP I - Principal

A. Date Cause of Grievance Occurred: _____

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

2. Relief Sought: _____

3. Contract Article or Provision Allegedly Violated:

*Signature*_____
Date

C. Disposition by Principal: _____

*Signature*_____
Date

D. Position of Grievant and/or Association: _____

Signature

Date

STEP II - Superintendent

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 – Grievance Resolution Council

A. Date Submitted to Mediation: _____

B. Mediation Settlement Agreement, if any: _____

STEP IV – Arbitration

A. Date Submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

Signature

Date

APPENDIX C-1 GRIEVANCE DIAGRAM

Alleged Violation or Knowledge of Alleged Violation	
Informal Discussion with Immediate Supervisor/Administrator	10 days
Written Grievance (Level I)	10 days
Meeting with Immediate Supervisor/Administrator	5 days
Supervisor's Disposition	10 days
Appeal to Superintendent (Level II)	10 days
Meeting with the Superintendent	5 days
Superintendent's Disposition	10 days
Grievance Mediation (Level III) days	Optional 20
Arbitration Referral (Level IV)	10 days
Mutual Selection of Arbitrator	15 days
Referral to American Arbitration Association	30 days

APPENDIX D INSURANCE PLANS

- A. The Board agrees to provide either the following MESSA PAK Plan-A or Plan B for a full twelve (12) month period for each bargaining unit member and his/her eligible family members subject to employee premium contributions and other provisions of Appendix D.

District Health Insurance Payments After January 1, 2024

Single Subscriber	\$641.90 per month
Individual and Spouse	\$1,342.42 per month
Full Family	\$1,750.65 per month

For calendar years 2025 and 2026: the contribution shall increase to the maximum amount allowed by the state hard caps. If no hard caps exist, the base dollar contribution shall equal the percentage increase in insurance costs for the previous year, up to 3%.

The District is paying its portion of the “large deductible” 66.6% on January 1 and 33.4% on July 1 each contract year. If an employee either leaves the district or their insurance status changes during the year, the employee will owe the District a prorated portion of their District-funded “large deductible”. The parties agree that the employee may either, 1) pay the District in full for the amount owed as invoiced by the District, or 2) the District is authorized to make deductions from their paychecks for the balance of the school year.

Example: An employee is counted as full family or two party for the purposes of insurance in January 2019, but in February 2019 switches to single subscriber. The district will have paid its 50% portion of the large deductible in January 2019 based on the employee’s full family/2 party status at that time. However, when the employee’s status changes to single subscriber, the employee is no longer eligible for full family/2 party payment by the district. Accordingly, the employee will repay the district the difference, prorated for the balance of the premium, to reflect their new status. The employee will either repay the district in full or the district is hereby authorized to make deductions from the remaining paychecks of the employee for the balance of the school year.

The arrangement for deductions made from employees’ pre-taxed income to pay any amount beyond the listed premiums are made in the good-faith belief that both arrangements are permitted by state law and by federal law and IRS regulations. If during the term of this agreement, any arrangement is ruled impermissible by law, this provision shall be considered as null and void and upon the request of either party a replacement for this provision shall be negotiated between the parties. The Association agrees to hold the District harmless against any claim, liability or penalty which may arise out of the District’s compliance with this provision.

PLAN A (For employees eligible for and electing health insurance)

Specific Insurance product shall be set each contract year upon consent of both parties. Plan information for bargaining unit members shall be available in central office, with the Compliance Manager.

Plan B (For employees not electing or eligible health insurance)

Long Term Disability Specific product to be consented upon

Dental Specific product to be consented upon

Negotiated Life Specific product to be consented upon

Vision Specific product to be consented upon

- A. The district will pay up to 100% of the cost of the mutually agreed upon dental, vision, life and long term disability plans for eligible members of the bargaining unit. These insurances as a package shall be referred to as Plan B.

For employees eligible for the District-provided health insurance who elect not to take health insurance but take Plan B only, the District will provide a cash in-lieu stipend option of \$500 per month, provided the employee first presents documentation that he/she otherwise has health insurance meeting the coverage and affordability requirements of the ACA, to the extent the law so requires.

The District will formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. The amount of the cash payment received may be applied by the member to any tax deferred/sheltered annuity selected by the member with a company that is a district-approved carrier.

Each eligible 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 coverage, or changes in coverage 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 because the member is then eligible for retirement system health 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, but less than full time, shall receive Plan B, without the cash in-lieu stipend.
- 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 end 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 coverage 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.
- K. EMPLOYEE PREMIUM CONTRIBUTIONS
 - 1. Any amount due from an individual for their insurance described in this agreement in excess of the district's payment will be automatically deducted from the individual's compensation.

2. The payment shall be made under the District's IRS Section 125 plan.
3. Except as otherwise provided in this Appendix D, the District shall pay the premiums for Plan A and Plan B.

Date: _____

APPENDIX E - 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

Appendix F

Mentor Teacher Stipend Schedule

First Year Mentor	Stipend	Duties
	\$300	Completion of Trimester 1 responsibilities as outlined in the Mentor/Mentee Handbook
	\$150	Completion of Trimester 2 responsibilities as outlined in the Mentor/Mentee Handbook
	\$150	Completion of Trimester 3 responsibilities as outlined in the Mentor/Mentee Handbook
Second Year Mentor	Stipend	Duties
	\$200	Completion of Trimester 1 responsibilities as outlined in the Mentor/Mentee Handbook
	\$100	Completion of Trimester 2 responsibilities as outlined in the Mentor/Mentee Handbook
	\$100	Completion of Trimester 3 responsibilities as outlined in the Mentor/Mentee Handbook
Third Year Mentor	Stipend	Duties
	\$100	Completion of Trimester 1 responsibilities as outlined in the Mentor/Mentee Handbook
	\$50	Completion of Trimester 2 responsibilities as outlined in the Mentor/Mentee Handbook
	\$50	Completion of Trimester 3 responsibilities as outlined in the Mentor/Mentee Handbook

APPENDIX G

Decisions about placement, layoff/recall, and evaluation of a “teacher” under Revised School Code Section 1249, or who is assigned to students in any grades K to 12 as a “teacher of record” (“classroom teacher”) will be made as stated below. The parties agree that the procedures established in this Appendix constitute clear and transparent procedures as required under Revised School Code Section 1248.

1. ***Placement of Classroom Teachers.*** The Superintendent or designee decides placement decisions, when a vacancy exists, and when a posting is made. Consistent with Revised School Code Section 1248, classroom teacher placement decisions will be made by the Superintendent or designee in their discretion based on the following clear and transparent factors:
 - a. Staffing the curriculum with the most effective, certified, and qualified teachers to instruct the applicable courses, grades, and school schedule.
 - b. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE’s Teacher Certification Code, MDE’s Rules for Special Education Programs and Services, and other applicable statutes and regulations.
 - c. Classroom teacher placement decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249.
 - d. In addition, classroom teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent’s office, including:
 - i. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
 - ii. Credentials needed for District, school, or program accreditation;
 - iii. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher’s effectiveness in that assignment and is integrated into instruction;
 - iv. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
 - v. Disciplinary record, if any
 - vi. Length of service in a grade level(s) or subject area(s);
 - vii. Recency of relevant and comparable teaching assignments;
 - viii. Previous effectiveness ratings;
 - ix. Attendance and punctuality;
 - x. Rapport with colleagues, parents, and students;
 - xi. Ability to withstand the strain of teaching;

- xii. Compliance with state and federal law; or
 - xiii. Other non-arbitrary or capricious reasons.
- e. Length of service may be considered as a tiebreaker if a classroom teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.
 - f. If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.
 - g. The Superintendent or designee has discretion to involuntarily transfer a teacher into a position for which they are certified or qualified for non-arbitrary or capricious reasons.

2. *Layoff/Recall of Classroom Teachers.*

- a. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing classroom teaching staff or that a reduction in classroom teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the classroom teaching positions to be reduced.
- b. Reduction in force and recall decisions must be made based on classroom teacher effectiveness criteria established in Revised School Code Section 1249 and this Appendix.
- c. Decisions about the reduction and recall of teachers will be guided by the following criteria:
 - i. Retaining the most effective classroom teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), department(s), and school schedule(s). A probationary classroom teacher rated as "effective" (or highly effective) on the classroom teacher's most recent annual year-end performance evaluation is not subject to displacement by a tenured classroom teacher solely because the other classroom teacher is tenured under the Teachers' Tenure Act.
 - ii. Classroom teachers must be properly certified, approved, or authorized for all aspects of their assignments. The classroom teacher's certification, authorization, or approval status will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations; and based on documentation on file with the Superintendent's office.
 - iii. A classroom teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent's office in compliance with Revised School Code Section 1532.

- iv. If a classroom teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.
- d. In addition, classroom teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:
 - i. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
 - ii. Credentials needed for District, school, or program accreditation;
 - iii. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the classroom teacher's effectiveness in that assignment and is integrated into instruction;
 - iv. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
 - v. Disciplinary record, if any;
 - vi. Length of service in a grade level(s) or subject area(s);
 - vii. Recency of relevant and comparable teaching assignments;
 - viii. Previous effectiveness ratings;
 - ix. Attendance and punctuality;
 - x. Rapport with colleagues, parents, and students;
 - xi. Ability to withstand the strain of teaching;
 - xii. Compliance with state and federal law; or
 - xiii. Other non-arbitrary or capricious reasons.
- e. Classroom Teachers must provide the District with current information and documentation supporting the teacher's certification and qualifications.
 - i. Reduction and recall decisions will be based on the classroom teacher's certification and qualifications in the District's records at the time of the decision.
 - ii. A laid off classroom teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.
 - iii. Failure to maintain current contact information may negatively impact the teacher's recall.

- f. Classroom teacher reductions and recalls are by formal Board action.
- g. Before the Board authorizes a classroom teacher reduction, the Superintendent or designee will notify, in writing, the affected classroom teacher of an opportunity to respond, either in person or in writing, to the proposed reduction.
- h. The Superintendent or designee will provide written notice of reduction in force or recall decisions to each affected classroom teacher and Association.
- i. A classroom teacher's length of service with the District as a classroom teacher or tenure under the Teachers' Tenure Act will not be the sole factor in reduction in force and recall decisions.
- j. Classroom teacher reduction in force decisions will be implemented by the following:
 - i. If 1 or more classroom teaching positions are to be reduced, the Superintendent will first identify the academic level(s) or department(s) affected by the reduction. Among those classroom teachers who are certified, approved, or authorized and qualified to instruct the remaining curriculum within the affected academic level(s) or department(s), selection of a classroom teacher(s) for reduction in force will be based on the factors set forth in this Appendix.
 - ii. Classroom teachers within the affected academic level(s) or department(s) who are certified and qualified for the remaining positions will be retained consistent with the factors set forth in this Appendix.
 - iii. When a classroom teaching position is identified for reduction and there exists a concurrently vacant classroom teaching position for which the classroom teacher in the position to be reduced is both certified and qualified, and the classroom teacher has received an overall rating of at least effective on that teacher's most recent year-end performance evaluation, that classroom teacher may be assigned to the vacant position consistent with this Appendix unless the Superintendent or designee determines that the District's educational interests would not be furthered by that assignment.
 - iv. If more than 1 classroom teacher whose position has been identified for reduction is certified and qualified for a concurrently vacant classroom teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Appendix, unless the Superintendent determines that the District's educational interests would not be furthered by that assignment.
 - v. If the reduction or recall decision involves more than 1 classroom teacher and all other factors distinguishing those teachers from each other are equal, seniority (as established by the most recent seniority list for the bargaining unit to which the teachers belong or, if none exists, the District's records) will determine preference for reduction or recall.
 - vi. At least 30 calendar days' notice of reduction in force will be provided to the classroom teacher and Association, absent extenuating circumstances.

k. Classroom Teacher Recall Process

- i. A classroom teacher is eligible for recall under this Appendix for 12 months from the date the District implemented the reduction in force.
- ii. The Superintendent will first identify the academic level(s) or department(s) where a teaching vacancy exists.
- iii. Before or in lieu of initiating the recall of a laid-off classroom teacher, the Superintendent may reassign teachers to fill vacancies in accordance with this Appendix.
- iv. After or in lieu of any reassignment of existing teaching staff, the Superintendent may take either of the following actions to fill a vacancy:
 - a) Recall the laid-off classroom teacher who is certified and qualified for the vacancy, provided the classroom teacher was rated at least effective. If more than 1 laid-off classroom teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Appendix; or
 - b) Post the vacancy and consider all applicants if the Superintendent determines that the District's educational interests would be served and no teacher on layoff meets the certification and qualification requirements of the position.
- v. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled classroom teachers and will establish the time within which a classroom teacher must accept recall to preserve the teacher's employment rights.
- vi. A laid-off classroom teacher who is offered an interview for a vacancy and who fails to appear at that interview forfeits all rights to recall and continued employment.
- vii. A laid-off classroom teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

3. ***Evaluation of Classroom Teachers.*** Classroom teachers will be evaluated pursuant to a performance evaluation system consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:

- a. a year-end evaluation process that meets statutory standards;
- b. an evaluation tool that incorporates components required by law, including:

- i. locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249; and
 - ii. the teacher's performance.
- c. an individualized development plan (IDP) with performance goals developed by the evaluator in consultation with the teacher and recommended training, coaching, professional development or resources designed to improve the teacher's effectiveness for:
 - i. all probationary teachers;
 - ii. teachers rated developing, needs support; or
 - iii. at the evaluator's discretion when performance deficiencies are noted.
- d. classroom observations of at least 15 minutes each which include, at a minimum, a review of the classroom teacher's lesson plan, the state curriculum standard used in the lesson, and pupil engagement, with appropriate written feedback and a post-observation meeting between the teacher and the school administrator conducting the observation to discuss those items;
- e. a mid-year progress report, if required by law, which aligns with the classroom teacher's individualized development plan, includes specific performance goals developed by the evaluator, and any recommended training, coaching, professional development, or resources identified by the evaluator;
- f. a year-end performance evaluation effectiveness rating, of effective, developing, or needing support;
- g. tenured classroom teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations may be evaluated biennially, but if the classroom teacher is not rated as effective on one of the biennial year-end evaluations, the classroom teacher must receive year-end evaluations. If a classroom teacher on the biennial track is placed on an IDP or transfers to a new position, the Superintendent may choose to move the classroom teacher to annual evaluations;
- h. a mentor for classroom teachers rated developing or needing support or for classroom teachers as required by law;
- i. opportunity for a tenured classroom teacher rated needing support on a year-end evaluation to request a review consistent with Revised School Code Section 1249;
- j. Use of the 5D+ evaluation tool, which has been approved by MDE and is in compliance with Revised School Code Section 1249 and corresponding regulations;
- k. website posting of required information for the 5D+ evaluation tool;
- l. training on the 5D+ evaluation tool for teachers and evaluators as required by law.
- m. If a tenured classroom teacher is rated ineffective or needing support on 3 consecutive year-end evaluations, the classroom teacher shall be discharged consistent with due process. The

District is not precluded from discharging a classroom teacher at other times as provided by the Teachers' Tenure Act.

- n. If a classroom teacher receives an unevaluated rating, the teacher's rating from the school year immediately before the designation must be used.
 - o. The parties will by September 1, 2024 negotiate and reach consensus concerning how to measure student growth and assessment data or student learning objective metrics to be considered for 20% of the evaluation. If a consensus is not reached by September 1, 2024, the District will use the assessment data currently utilized.
 - p. A probationary classroom teacher cannot challenge any aspect of the negotiated evaluation process, including observations, the IDP, the mid-year performance review, or their assigned rating.
4. ***Grievance Procedure.*** An alleged violation of this Appendix is not subject to arbitration in the grievance process. An Arbitrator, however, has jurisdiction to consider a grievance filed under the Article G grievance process by a tenured teacher with two (2) consecutive ratings of "Needing Support."