



AGREEMENT BETWEEN

BOARD OF EDUCATION  
NORTHVIEW PUBLIC SCHOOLS

AND

KENT COUNTY EDUCATION ASSOCIATION

September 1, 2016 – August 31, 2017

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## **AGREEMENT**

This AGREEMENT is made and entered into as of the 17th day of June 2016 by and between the Board of Education of the Northview Public Schools hereinafter called the "Board", and the Kent County Education Association, Michigan Education Association, National Education Association (KCEA/MEA/NEA), hereinafter called the "Association".

All terms and conditions of employment specified in this contract apply only to those members of the Kent County Education Association that are employees of the Northview Board of Education as specified in Article I, Recognition.

The power to decide whether or not to enter into, ratify, or execute a collective bargaining agreement with the Northview Public Schools Board of Education rests solely with the members of the Northview Education Association, and shall not be delegated to any bargaining representative or any education association or conditioned on approval by any bargaining representative or any education association.

## **WITNESSETH**

The Board and the Association recognize that their primary responsibility is to the children of the District and declare their belief to be that the quality of education can be improved by the observance of the various provisions of the Agreement.

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

## **ARTICLE I. RECOGNITION**

### **Section A. Bargaining Unit Recognition**

The Board hereby recognizes the Kent County Education Association, the Michigan Education Association, and the National Education Association, (KCEA/MEA/NEA), as the sole and exclusive bargaining agent, as defined in Section II of Act 379, of Public Acts of 1965 for all certified and full year emergency permit classroom teachers, librarians, guidance counselors, school psychologists, social workers, speech therapists, hearing therapists, adult education personnel and other certified special education personnel under contract with the Board in regular K-12 education programs (including summer school) and alternative education teachers; but excluding supervisory and executive personnel, guidance director, and community education personnel, pre-school teachers, substitute teachers, instructional assistants paraprofessionals, office and clerical personnel, maintenance operation employees, and all other employees of the Board or of any other employer.

### **Definitions:**

**Teacher** - the term 'teacher' shall refer to and include all bargaining unit members described above whose employment is regulated by or subject to the Michigan Teachers' Tenure Act, as amended.

**Ancillary Staff** - the term 'ancillary staff' shall refer to and include all bargaining unit members described above whose employment is not regulated by or subject to the Michigan Teachers' Tenure Act, as amended.

**Bargaining Unit Member** - the term 'bargaining unit member' shall refer to and include all members described above whose employment is or is not regulated by or subject to the Michigan Teachers' Tenure Act, as amended.

### **Section B. Seniority**

No later than 60 days following ratification of this Agreement and by every September 30 thereafter, the Board shall prepare a seniority list. Seniority is defined as length of continuous employment with Northview Public Schools. All bargaining unit members(s) shall be ranked on the list in the order of their seniority. The effective date of employment will also be included for each teacher on the seniority list.

The first workday under contract will be the effective date of employment. In the circumstance of more than one individual having the same effective date of employment, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and bargaining unit members(s) so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and Association representative to be in attendance. Seniority applies only as expressly stated in this Agreement.

The seniority list shall be published and posted *conspicuously* in all buildings of the District by October 15 of each school year. Revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association.

All seniority is lost when employment is severed by resignation, retirement or discharge. Seniority will continue to accrue during layoff provided the teacher returns when recalled.

Seniority will continue to accrue on all leaves. (This provision shall not be retroactive if not applicable under previous contracts.)

### **Section C. Negotiating With Other Teacher Organizations**

The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

## **ARTICLE II. ASSOCIATION AND TEACHER RIGHTS**

### **Section A. Right to Organize**

Employees covered by this Agreement may choose to join the Association or may choose not to join the Association. Neither the Board nor the Association will directly or indirectly, deprive or coerce any teacher with respect to their decision to join, or not join, a union.

### **Section B. Use of Building and Facilities**

The Association and its members shall have the right to use school buildings and facilities for meetings outside of school hours during times when the building is covered by the operating staff. Room arrangements shall be made with the Principal involved and/or the Superintendent.

The Association may request use of equipment at reasonable times when such equipment is not in use. Administrative notification will be given prior to such use.

The Association shall furnish all materials and supplies incidental to its operation.

The Association will be required to secure an approved Building Use Permit before the use of any school facilities.

The Association agrees to pay for any extra custodial services, which it may require as a result of approved use of facilities.

### **Section C. Posting and Distributing Materials**

The Association will have the right to place notices, circulars, and other material on designated school bulletin boards and in teachers' mailboxes. Authorized representatives of the Association will assume responsibility for posting or distributing materials of the Association. An informational copy of all material to be posted on any bulletin board shall be given to the Principal prior to such posting. Inter-school mail may be utilized by the Association for its official business.

### **Section D. Request of Public Documents**

The Board will, in accordance with Board Policy No. 8360, dated September 12, 1977, furnish the Association, in response to written request, copies of public records or documents. The Association may be requested to compensate the Board for the cost of reproduction and making the materials available.

### **Section E. Review of Personnel File**

Each bargaining unit member shall have the right upon request to review the contents of their own personnel file. A representative of the Association may, at the employee's request, accompany the bargaining unit member in their review. This review will be made in the presence of the administrator (or his/her designee) responsible for the safekeeping of such file. Any privileged information, such as confidential credentials and related personal references obtained at the time of the initial employment, may be purged by the administrator prior to such review. However, the bargaining unit member's evaluation reports relative to the employee since coming to Northview Public Schools will be made available. A checklist of what can be legally copied will be provided by the District to the bargaining unit member when they request to review their personnel records.

## **ARTICLE III. BOARD AND ADMINISTRATION RIGHTS**

### **Section A. Board Responsibilities**

1. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the laws of the state of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.
2. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of



this Agreement. Such rights shall include, by the way of illustration and not by way of limitation, the right to:

- a. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
- b. Continue its rights and past practice of assignment and direction of work of all its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provision of this Agreement, and the right to establish, modify or change any work or business or hours or days.
- c. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees both voluntarily and involuntarily, assign and reassign employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
- d. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and process of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
- e. Adopt reasonable rules and regulations.
- f. To hire all employees, to determine their qualifications, and conditions of continued employment, or their dismissal, demotion, and promote and transfer all such employees.
- g. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions, buildings or other facilities.
- h. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
- i. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- j. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
- k. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.
- l. The Board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of the Agreement.

## **ARTICLE IV. PROFESSIONAL BEHAVIOR**

### **Section A. Maintaining Professional Service**

Teachers are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the student body. Teachers, therefore, are responsible to discharge their teaching assignments with professional proficiency and to this end each classroom teacher must prepare lesson plans. Such plans must be available in the building at all times during the school year to ensure accessibility by substitutes. Upon request, the plans may be reviewed by the building principal or other administrator. Teachers are also required to meet with children, parents, and consultants.

### **Section B. Just Cause Provisions**

No ancillary staff shall be disciplined, reprimanded, suspended, discharged or reduced in compensation without just cause. All information forming the basis for disciplinary action will be made available to the ancillary staff member and the Association.

### **Section C. Violations and Warning Procedures**

Ancillary staff recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline reflect adversely on the profession and create undesirable conditions in the school building. The Board, in recognition of the concept of corrective discipline, shall notify the ancillary staff member in writing of the alleged delinquencies, indicate expected correction, and indicate a reasonable period to affect said correction. Alleged breaches of discipline shall be promptly reported to the ancillary staff member in question.

It is further recognized by the ancillary staff that if, after warning by an administrator, such practices continue, the Board may institute proceedings against said ancillary staff member which may result in that staff member's suspension or dismissal, provided however, that prior written notice shall not be required before institution of proceedings in cases where the action involved constitutes just and reasonable cause for immediate action.

### **Section D. Representation at Teacher Reprimand**

A bargaining unit member shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action will be taken with respect to the bargaining unit member until such representative of the Association is present.

Normally the local building representative will be used for such representation. If the bargaining unit member requests representation beyond the building level, the bargaining unit member and administrator will promptly schedule a meeting with the requested representative.

### **Section E. Association Activities during Duty Hours**

It is agreed that except as specifically provided herein, bargaining unit members shall not engage in Association activities during their duty hours.

## **ARTICLE V. NO INTERRUPTION OF EDUCATION**

### **Section A. No Strike**

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes, which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure, the parties have removed the basic cause of work interruptions during the period of the Agreement. The Association and each teacher agree that during the life of this Agreement they will not encourage, participate in or cause any interruption in normal education program of the District. Nor will they directly or indirectly engage in or assist in any strike (i.e., the concerted failure to report for duty or willful absence of a teacher from his/her position, or stoppage of work or abstinence, in whole or in part, from the full, faithful, and proper performance of the teacher's duties of employment) against the Northview Public Schools.

### **Section B. Association Violation of Strike and Sanctions**

The Association will not directly or indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful, and proper performance of contractual duties or who refuses to participate in any of the activities prohibited by this Article.

## **ARTICLE VI. REPRESENTATION**

### **Section A. Number of Representatives**

The employees who are covered by this Agreement will be represented by a committee, not to exceed five (5), selected by the Association in any manner it determines.

### **Section B. Recognition of Representatives**

The Association shall keep the Superintendent of Schools currently advised, in writing, of the members of its committee, and only such persons shall be recognized by the Board as representatives of the Association.

### **Section C. Meeting with Representatives**

The Board shall from time to time designate supervisory executive or other personnel to meet with representatives of the Association, (and shall advise the Association of its representatives) so that at mutually convenient times they can discuss matters which are either mandatory subjects of collective bargaining under Act 379 of Public Acts of Michigan, 1965, or otherwise are mutually agreed upon topics of discussion or negotiation as provided in Article XXV, Negotiation Procedures; provided, however, where the Board and the Association have reached agreement upon a given subject for a stated term further discussion may be foreclosed by either party during said term.

## **ARTICLE VII. ASSIGNMENT**

### **Section A. Notification of Assignment**

Ancillary staff under a renewed contract for the ensuing school year will be notified in writing of their assignment, including the schools to which they will be assigned, but in no event later than July 1. The foregoing is subject to subsequent changes in course offerings and/or personnel changes deemed necessary by the Board.

### **Section B. Determination of Assignments**

In the determination of assignments for the ensuing year, voluntary requests for reassignment will be considered based on ancillary staff member preference provided that these considerations do not conflict with the professional training and his/her area of competency or the institutional requirements and best interest of the school system, as determined by the Board.

### **Section C. Reassignment of Notification**

If the Board deems it necessary to involuntarily transfer any ancillary staff member from the position presently held, the Board will consider education, training, experience, seniority, previous involuntary transfers and other relevant factors directly related to the performance of the new assignment. Any ancillary staff reassigned will be notified of the reason(s) for the reassignment and offered an opportunity to meet with the Superintendent or his/her representative, accompanied by a representative of the Association if he/she so wishes.

The building administrator will meet with the incoming bargaining unit member and provide appropriate classroom supplies.

## **ARTICLE VIII. NOTIFICATION REGARDING OPEN POSITIONS**

### **Section A. Posting Notification regarding Open Positions**

Whenever a bargaining unit member (as defined in Article I, Recognition) is interested in being considered for assignment to any teaching position and supplemental position in the District, he/she may file a written notice of his/her interest with the Superintendent. Before any such vacancy is filled, the qualifications of each teacher who has filed a notice of interest therein shall be reviewed. A list of vacancies for the next school year will be sent to all teachers (either currently working, on layoff, or on leave), electronically, prior to filling such positions.

The Association recognizes that the Superintendent of Schools has the sole right to assign staff members to positions within the school system for which they are certified and qualified as defined in Article XIII, Section B.

For the purpose of this Agreement a vacancy is defined as a teaching or supplemental position, previously held by a certified employee, that is no longer filled, or a newly created teaching or supplemental position covered by this Agreement.

### **Section B. Transfer Requests**

Any employee covered by this Agreement may apply for such a vacancy. In addition to responding to posting of vacancies, teachers who request a change in grade or subject assignment, or who request to transfer to another building, will file a written statement of such desire with the Superintendent of Schools as soon as practical, preferably by March 1. Such statement shall include in order of preference the grade or subject to which the teacher desires to be assigned, or the school to which he/she desires to be transferred. Applications will be considered should such vacancy occur either during the school year or during the summer. Applicants will be notified by phone, email, or letter should a vacancy occur during the summer. This application must be renewed annually.

### **Section C. Filling Open Positions**

Consistent with the Board's basic purpose of providing a quality education for the children of the District, such vacancies shall be filled by the Board with the most qualified person available. Qualification shall include education, training, and experience. The Board agrees to give full and equal consideration to present staff who apply for vacancies covered by this Agreement and will discuss their interest in the position before filling the vacancy.

### **Section D. Transfer of Administrator to Teaching Position**

If an administrator is transferred to a teaching position, he/she will receive credit on the seniority list for all teaching experience in Northview Public Schools.

### **Section E. Acknowledgment of Request**

Receipt of all applications and requests referred to in this Article shall be acknowledged by the Board within ten (10) working days.

# **ARTICLE IX. TEACHING CONDITIONS**

## **Section A. Teacher Facilities**

The Board recognizes the desirability of rest room, telephone, lavatory, lounge and lunchroom facilities for teachers apart from those used by students. The Board will maintain, and where it deems possible, improve present facilities.

## **Section B. Teacher Materials**

The Board further recognizes that textbooks and appropriate teaching materials, subject to the financial and other limitations of the District are the tools of the teaching profession. The teaching staff will be encouraged to serve on curriculum committees and meet with the Administration for the purpose of recommending improvements in curriculum and materials. The Board shall have the authority to proceed with the changes it considers necessary to implement them. The Board agrees that at all times the school should be as well-equipped and maintained as may be possible within existing financial limitations determined by the Board.

## **Section C. Care of Materials and Equipment**

Teachers shall exercise due care for school materials, equipment, and facilities assigned to them.

## **Section D. Class Size**

Inasmuch as the pupil-classroom teacher ratio is an important aspect of an effective educational program and is related to the quality and volume of a teacher's work, it is agreed that the following limits on class size represent desired objectives insofar as is practical.

Grade DK	20 pupils
Grades K	22 pupils
Grades 1-4	26 pupils
Grades 5-8	29 pupils
Grades 9-12	30 pupils

The class size should not exceed the above-mentioned limits by more than five students. If the Administration feels that they need to exceed the class size by more than five students, there will be a meeting with the building administrator, an association representative, and the teacher before the first class of that size meets to determine additional compensation or assistance for the teacher.

The only exceptions to the above-mentioned numbers include classes in Physical Education, Band, and Vocal Music.

If the number of pupils exceeds the above-mentioned numbers, the District will invoke the relief procedure provided below.

If on the pupil count day of a semester the class size exceeds the numbers as noted above, \$150 will be added to the teacher's compensation in grades 5-12 for each student in excess of the ratio. Due to the nature of the schedule in grades 5 and 6, there will be a \$150 per pupil overload amount for the AM and PM instructors. \$300 will be added to the teacher's compensation for each student in grades DK-4 in excess of the ratio. In grades DK-4 the Administration has the right to add a paraprofessional to the classroom in lieu of overload payment to staff member. Principals and the Association President will

be provided with overload lists for their review within two weeks of the building's count day. Overload compensation will occur within the next two pay periods.

Due to the nature of enrollment and attendance at the Alternative High School, class size will be determined by the number of students present on the 16<sup>th</sup> school day after the official count day.

For Physical Education, Band and Vocal Music, as it is unreasonable for a single teacher to be expected to effectively educate more than 40 students, no class should exceed 40 students per teacher. If the Administration feels that they need to exceed this number, there will be a meeting with the building administrator, an association representative, and the teacher before the first class meets to determine additional compensation or assistance for the teacher.

### **Section E. Least Restrictive Environment**

The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any individual handicapped student should participate in general education programs and service involves considerations of that student's unique needs as determined by an Individual Educational Planning Committee (IEPC). Although it is agreed that the handicapped student's participation and right to participate in general education programs and services cannot be affected by this Agreement, the District does agree to consider how the handicapped student's placement will affect teachers when determining the handicapped student's placement.

The District shall ensure that appropriate general education staff is included in the IEPC and other related instructional planning involving the placement of special education students in general education classrooms.

Release time shall be provided to staff who are invited to attend an IEPC. District planning related to IEPC provisions and recommendations shall include input from general education staff. Appropriate information related to the student's academic, medical, social and emotional needs shall be shared with general education staff invited to participate in the IEPC or related planning meetings.

Inasmuch as both general education and special education teachers work to implement the least restrictive environment for special education students, should a placement or management concern arise during the school year, affected parties will be directed to refer their concerns first to the building principal, second to the Director of Special Education, and third to the district-wide problem solving committee.

### **Section F. Mentoring**

Each probationary teacher in his/her first and second year teaching assignment will be assigned a mentor and must follow the guidelines as outlined in the State of Michigan New Teacher Induction/Teacher Mentoring Process. A teacher who has served prior years with another K-12 district will be assigned a mentor for a minimum of one year, and/or longer at the discretion of the Superintendent and Association.

Participation as a mentor shall be voluntary. The mentor position will first be offered to a current association member with at least five (5) successful years of teaching completed, a satisfactory record of evaluation, and administrator approval. Should a volunteer association mentor as described not be available, then the position will be offered to another qualified individual.

The mentor shall not be called as a witness in any grievance or administrative hearing involving the probationer, or vice-versa, except in cases of misconduct or unethical behavior. The mentor shall not be required to provide information for use in the evaluation of the probationer.

The Board agrees to provide release time of two (2) half-days per year (1 half-day per semester) to the probationer and mentor. If the mentor believes additional time is needed to consult with the probationer, additional release time may be provided at the discretion of the principal.

Mentors will accrue one day of compensatory leave per year. If this leave time is not used, it may be credited to the employees accumulated PTO bank or they will be compensated at the hourly rate specified in Schedule B-3. This reimbursement will occur by the last payday in June. If the employee does not request the B-3 reimbursement, they will be credited with PTO day(s). This time cannot be used before or after a vacation day or on a professional development in-service day unless approved at the discretion of the Superintendent. The probationer and mentor shall be involved in, but not limited to:

- a. Design and implementation of Individual Development Plan (IDP)
- b. District and building programs, policies and procedures
- c. Instructional resources
- d. Statutes that impact probationers

Professional development training required by law or regulation may, but is not required to, occur during the regular workday and work year. However, satisfying such professional development requirements is the sole responsibility of the teacher.

### **Section G. Job-Sharing**

The Superintendent may approve an arrangement for two ancillary staff to share one full-time position.

Salary and benefits for approved job-sharing ancillary staff will be prorated to equal the percentage of the contract worked by each ancillary staff member.

The participating ancillary staff members must agree to share a position for the duration of the school year.

Candidates for job-sharing must agree to accept full-time employment in the event the other ancillary staff in the job-shared position terminates employment.

A leave of absence without pay shall not be available to one ancillary staff employee unless:

- the other agrees to assume the position full-time or
- an acceptable alternative is available or
- the employee is disabled.

Both employees agree to participate fully, with no additional compensation, in required activities, including, but not limited to, parent-teacher conferences, in-service sessions and staff meetings.

### **Section H. Probationary Teachers**

Probationary teachers are not required to accept extra duty contracts. The building administration must electronically notify all teaching staff of any extra duty positions.

A probationary teacher can only accept an extra duty contract in a case of mutual agreement and if no other tenured staff will accept the assignment.

In a probationary teacher's regular education classroom, the number of special needs students mainstreamed shall not exceed the building average for that grade level.

### **Section I. Classroom Visitors**

The District prefers to limit the number of disruptions to class time. With that in mind, visitors to a classroom must be preapproved by the classroom teacher. The exception to this is that District administrators are allowed to visit a classroom unannounced at any time (see NEOLA Policy 9150 – School Visitors).

## **ARTICLE X. EMPLOYMENT QUALIFICATIONS**

### **Section A. Certification Materials**

Certification materials must be filed with the Superintendent of Schools by all new teachers no later than October 15. IT IS THE SOLE RESPONSIBILITY OF THE TEACHER TO HAVE VALID AND CURRENT CREDENTIALS ON FILE WITH THE SUPERINTENDENT. Teachers must keep their teacher's license current.

### **Section B. Official Record of Credits**

All professional staff shall have on file with the Superintendent of Schools an up-to-date official record of credits no later than October 15.

The Superintendent of Schools may waive, temporarily, items A and B should an employee find it impossible to meet the requirements. The request for waiver must be in writing and may be approved only on an individual basis.

### **Section C. Maintaining Good Health**

Bargaining unit members shall possess and maintain sufficient good health, physical and mental, to adequately perform the essential functions of their respective duties. In cases where the administrator believes a teacher's physical or mental condition has caused inadequate performance in the classroom, the teacher may be requested to submit to a physical or psychiatric examination. Expenses for such examination shall be paid by the Board. Failure to follow the request may be adequate cause for indefinite suspension and forfeiture of salary and leave benefits of an ancillary staff member. In the event the teacher feels the examination results are incomplete or unjust, he/she may be reexamined by a licensed physician at his/her expense. Should the two examinations differ significantly, the Board may request for a third examination, at its expense, prior to making its final determination.

### **Section D. Requirement to Meet Qualification Criteria**

If any teacher does not meet the certification criteria for their assignment for the ensuing school year, such teacher may be required to complete up to and including six (6) semester hours or alternate training. The course work or alternate training is subject to advance approval by the Superintendent. The appropriate course work must be started as soon as possible and completed no later than nine (9) months following notification of assignment. Extension in time to complete course work shall be given if no authorized courses are available at the universities specified in Article XIX, Section J, or if notification of assignment is not given with sufficient time to meet course work or alternate training requirements. Tuition reimbursement for required courses will be paid according to Article XIX, Section J. Additional course work or alternate training may be mutually agreed upon by the teacher and the Superintendent. The cost of



tuition, fees, and course materials will be paid by the Board. If applicable, out of town mileage will be reimbursed at current IRS limits.

## **ARTICLE XI. TEACHING HOURS**

### **Section A. Work Week**

The parties agree it is desirable to establish a base work week, and, at the same time, to recognize the need for flexibility in work scheduling for professional teachers in order to provide the best possible educational opportunity for District students.

To this end the parties adopt the principle of a normal forty (40) hour week, excluding lunch periods. In addition to the daily teaching responsibilities scheduled by the principal, a quality educational program requires careful daily preparation and the performance of the duties normally associated with the teaching profession.

The Superintendent and the President of the Northview Education Association will meet as needed to review part-time and shared time positions.

### **Section B. Scheduled Work Day**

2016-2017 duty hours shall be as follows:

<u>Building</u>	<u>Duty Hours</u>	<u>Class Hours</u>
Alt High School	7:30 a.m. – 2:50 p.m.	7:45 a.m. – 2:35 p.m.
High School	7:30 a.m. – 2:50 p.m.	7:45 a.m. – 2:35 p.m.
Crossroads	7:25 a.m. – 2:45 p.m.	7:40 a.m. – 2:30 p.m.
Highlands	8:15 a.m. – 3:45 p.m.	8:30 a.m. – 3:30 p.m.
North Oakview	7:50 a.m. – 3:20 p.m.	8:15 a.m. – 3:15 p.m.
East Oakview	7:50 a.m. – 3:20 p.m.	8:15 a.m. – 3:15 p.m.
West Oakview	7:50 a.m. – 3:20 p.m.	8:15 a.m. – 3:15 p.m.

### **Section C. Providing Extra Help for Students**

Each K-4 teacher shall remain available at an instructional or planning area for at least five (5) minutes after the dismissal of school each day to conveniently provide consultation or extra help for students. Each 5-12 teacher shall remain available at an instructional or planning area for at least fifteen (15) minutes. Exceptions can be made by the building principal for staff meetings, committee meetings, etc.

### **Section D. Required Teacher Meetings**

*All full-time teachers* are required to attend administratively designated meetings monthly. Staff members with less than 1.0 FTE will be required to attend administrative meetings at a level *commensurate* with their FTE. The Administration will normally give two (2) weeks' notice.

One meeting will be used for management purposes and will be one half (1/2) hour in length.

Eight (8) Professional Development meetings will be one (1) hour in length and will be used for curriculum and instructional issues or for grade level and department level meetings. Professional Development meetings will not be held in September (after the first student day) or in December. At the discretion of the

building principal, the one-hour curriculum meetings may be combined to provide for blocks of time (i.e. – two months may be combined to provide for a two hour block of work time).

Seven additional hours per school year will be required for teacher led PLC. Teachers acknowledge that in an emergency situation, a meeting may be called at any time.

### **Section E. Teacher Additional Responsibility**

The Board and Association agree that it is important to the total educational development of students and to community relations to encourage participation at activities outside the regular school day. Teachers will make every reasonable effort to make themselves available for additional time for teachers' meetings, parent-teacher conferences, student conferences, department meetings, open houses, (the first open house of the year will not be scheduled before the first day teachers are required to report), public performances of children, general classroom appearance and those functions necessary to assure a total performance of the teacher's duties. A teacher may be excused from an activity with the approval of the building principal.

### **Section F. School Closing**

In the event schools are closed by the Board during the school year due to inclement weather or other emergency reasons and the day is to be made up later, teachers will not be required to report. Any required makeup days that are not scheduled in the calendar will be added to the end of the school year unless the parties agree to an alternative calendar. If parent-teacher conferences are canceled due to severe weather or other emergencies, teachers will be required to report when the conferences are rescheduled. Any other unscheduled closing by the Board will be accompanied by an announcement regarding the duty of teachers to report. If school is closed, no teacher will be docked for a previously scheduled personal or sick day.

On days when the start of school has been delayed, teachers should, if possible, report at their regularly scheduled starting time. However, it is recognized by the Board that, dependent upon the location of the teacher's home or the severity of weather conditions that necessitated the delay of school, some teachers may not be able to adhere to their regular hours. In such instances, the teacher is expected to be at work no later than twenty (20) minutes prior to the start of the student day.

### **Section G. Teacher Load Guidelines**

The normal weekly teaching load in grades 9 - 12 will not exceed twenty-five (25) teaching periods and five (5) unassigned preparation periods.

The normal weekly teaching load in grades 5 - 8 will not exceed thirty (30) teaching periods and five (5) unassigned preparation periods.

Elementary teachers may use for class preparation those hours during which their classes receive instruction from physical education, music, and art instructors. Elementary schools will schedule fifteen minutes each morning for a teacher-supervised nutritional break or other activity. Elementary teachers will supervise this morning break on a rotating basis.

Each K-4 elementary teacher will have ½ day per year (where a substitute teacher covers their classroom) that is to be used to work cooperatively with other teachers on curriculum issues. In addition, district-wide one of the days where students attend ½ day at each semester break may be designated as building curriculum time.

### **Section H. Lunch Periods**

All teachers will be entitled to a continuous, duty-free lunch period. Currently that time is 45 minutes for elementary teachers and one-half (1/2) hour for middle school and high school teachers.

### **Section I. Evening Parent-Teacher Conferences**

In addition all teachers shall be required to conduct evening parent-teacher conferences as specified in Schedule C-1 and C-2. (School Calendars).

### **Section J. Substituting during Planning Time**

No teacher shall be required to substitute for another teacher during his or her planning time without his or her consent. If at the request of an administrator, a teacher substitutes for another teacher during their planning period, they will be compensated at the hourly rate specified in Schedule B-3 or take compensation time off.

### **Section K. Provisions for Change**

No departure from these norms, except in case of emergency, will be made without prior consultation with the Association. In the event of disagreement between the Board and Association, the Board has the right to make the final decision provided it does not increase the length of the workweek stated herein.

## **ARTICLE XII. STUDENT TEACHERS**

### **Section A. Accepting Student Teachers**

It is recognized that the acceptance of a student teacher should be a voluntary decision on the part of the supervising teacher; however, the Board strongly encourages the acceptance of student teachers to ensure the continued supply of competent teaching candidates.

### **Section B. Supervising Teacher**

Non-tenure teachers shall not have student teachers.

### **Section C. Number per Year**

A supervising teacher may have no more than one (1) student teacher per school year.

### **Section D. Grants for Student Teacher**

The grants received for having student teachers will be maintained by the Board. One hundred percent (100%) of any funds received from any college will be allocated to the participating classroom teacher for supplies and materials. Administration will notify teachers of the available funds.

## **ARTICLE XIII. REDUCTION OF ANCILLARY STAFF**

### **Section A. General Condition**

At any time it becomes necessary to reduce the number of ancillary staff employed by the Board, it is agreed that, anything in this Agreement to the contrary notwithstanding, such reduction shall be made in accordance with the provisions of this Article.

## **Section B. Certification and Qualification Defined**

The number of positions to be filled shall be determined by the Board.

Certified teachers shall be defined as teachers who have earned a valid teaching certificate according to state certification requirements and are deemed highly qualified (effective date fall of 2006). The District will make every effort to help teachers become highly qualified through a portfolio process (checklist provided in the appendix) and/or providing information on examination opportunities or additional course work necessary to become highly qualified. Teacher certification will meet the requirements of NCA and the state of Michigan's compliance with the federal government's No Child Left Behind (NCLB) regulations.

Qualifications shall be defined as follows:

### **Grades K-5:**

- a. K-5 or K-8 certification or a certificate endorsement for the grade level of assignment,

**AND**

- b. (1) a major, minor, or the equivalent hours to meet North Central guidelines for the current year to teach the grade level or subject(s) to which they are assigned.

**AND**

- (2) proven teaching competency at the K-6 level.

### **Grades 6-8:**

- a. K-8 or 7-12 certification,

**AND**

- b. (1) a major, minor or the equivalent hours to meet North Central guidelines for the current year to teach the subject(s) to which they are assigned.

**AND**

- (a) proven teaching competency in the subject areas in a departmentalized setting;

**OR**

- (b) completing of [b.(1)] in the last five (5) years;

**OR**

- (c) a middle school certified endorsement;

**OR**

- (2) proven teaching competency in the subject areas in grades 6-8 in the last five (5) years.

### **Grades 9-12:**

- a. 7-12 certification.

**AND**

- b. (1) a major, minor or the equivalent hours to meet North Central guidelines for the current year to teach the subject(s) to which they are assigned;

**AND**

- (a) proven teaching competency in the subject areas;

**OR**

- (b) completion of [b.(1)] in the last five (5) years;

**AND**

(2) may require where applicable:

- (a) current fluency in the foreign language to be taught;
- (b) CPR for Physical Education teachers with certification to teach CPR;
- (c) WSI for teachers assigned to swimming instruction or supervision.

**Special Teacher:**

(a) certification and/or qualifications as required by the state.

**AND**

(b) where applicable, North Central guidelines for the current year in grades 7-12.

**AND**

(b) (1) proven teaching competency in the teaching field or subject(s) to which they are assigned;

**OR**

(2) completion of (a. and b.) in the last five (5) years.

**Definitions:**

Proven teaching competency in this provision is defined as receiving an evaluation for three of the last five evaluations of Effective or Highly Effective.

**All Grades** - special certification and qualifications as required by law. Teaching experience does not include substitute teaching or short-term assignments of less than one (1) semester.

**Verification of Foreign Language Fluency** - fluency will be determined by three (3) language authorities mutually identified by the parties with any expenses involved being paid by the Board.

**Section C. Notice of Release**

At the time a notice of release of an ancillary staff member is given in accordance with the foregoing procedures the Association will also be notified.

**Section D. Individual Teaching Contract**

It is intended that this Article take precedence over and governs the individual teaching contract, and the individual teaching contract is expressly conditioned by this Article except where prohibited by section 15 of the Public Employment Relations Act. Any layoff pursuant to the Agreement shall automatically terminate the individual's employment contract. All benefits allowed therein, including all benefits under this Master Agreement, shall be reinstated in full upon reemployment.

**Section E. Lay-off Notification**

The Board shall give no less than 45 days' notice to the ancillary staff being laid off in the K-12 program. For the first semester the 45 days will be counted back from the last day of the semester. For the second semester the 45 days will be counted back from the last day of school for students before summer vacation. The layoffs will be effective no earlier than the beginning of the next semester following the completion of the forty-five (45) day notification period. Since enrollments are less certain in the alternative education program, ancillary staff may be laid off with thirty (30) days' notice.

### **Section F. Recall Notification**

The Board shall give written notice of recall by sending a registered or certified letter to the ancillary staff at his/her last known address. Each ancillary staff shall be responsible for keeping the Board informed of his/her current address or the name and address of a person who should be contacted during any period when he/she does not expect to be at current address. If ancillary staff fails to notify the Board in writing, by registered or certified letter mailed within fifteen (15) days after the Board has given notice of recall, that he/she desires to accept such recall and will report for work at the date specified in the notice of recall, such ancillary staff shall be considered to have voluntarily resigned and to have given up all further right of recall by the Board.

### **Section G. Voluntary Leave Requests**

During a period of impending layoffs, the Board agrees to grant all requests for voluntary leaves of absence to teachers who make such request.

## **ARTICLE XIV. EVALUATION OF ANCILLARY STAFF MEMBERS**

### **Section A. Negative Comments**

Negative comments on the performance and evaluation of ancillary staff should be fully discussed with the ancillary staff member. If a conference is held after an observation to discuss the performance of an ancillary staff member, any concerns or suggestions for improvement will be submitted in writing to the ancillary staff member within ten (10) workdays after the conference. Suggestions for improvement of the ancillary staff member's performance shall be addressed through a SSDP (Specific Staff Development Plan – Plan III). The SSDP is a component of the Framework for Effective Teaching (c. Danielson). It is the ancillary staff member's responsibility to take appropriate steps to correct deficient performance. If in subsequent evaluation reports a specific deficiency is not commented on, it will be interpreted to mean that the ancillary staff member has made adequate improvement in that specific deficiency.

### **Section B. Appeal Procedure**

It is expressly understood that the content of an evaluation shall not be subject to the grievance procedure. However, a violation of the evaluation procedure as set forth in this Agreement may be grieved through Step 4 of the grievance procedure.

## **ARTICLE XV. RETIREMENT**

### **Section A. Medical Retirement**

The Board of Education may require retirement of any professional employee whose physical or mental health, as determined by a qualified physician, makes it impossible for the employee to meet the normal obligation of his/her regular assignment. The expense of this medical examination shall be assumed by the Board of Education.

### **Section B. Retirement Compensation**

After ten (10) years of continuous employment a teacher who reaches the age of retirement to qualify for benefits under the teachers' retirement system and severs his/her employment with the Northview Public Schools, the Board shall pay the teacher their choice of either:

- a. For each day of accumulated PTO the following rate:

\$90.00 per day for the first 180 days to be paid off by the first of November of that year.  
\$100.00 per day for any days over 180 to be paid off by the first of November of the next year.

- b. If applicable, an early retirement incentive program provided by Board policy. All terms and conditions will be determined by Board policy.

Employees electing to retire/resign and are eligible for a sick day payout will have the amount of that payout deposited by the employer in the form of a non-elective employer contribution to a 403 (b) plan account. This payout is subject to IRS limitations. No cash option will be available.

## **ARTICLE XVI. PROTECTION OF TEACHERS**

### **Section A. Maintaining Control and Discipline**

The parties recognize that it is reasonable for teachers to assist in maintaining control and discipline on the school site. The parties recognize that the Administration and the Board have the responsibility to give support and assistance to teachers in this respect. When in the opinion of the principal and the teacher, a pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Administration will, after having received a written referral from the teacher, take reasonable steps to relieve the teacher of sole responsibilities with respect to such pupil.

### **Section B. Assault upon Teacher**

Any instance of assault upon a teacher while in the performance of his/her assigned teaching or additional assignment contract duties or related professional responsibilities shall be promptly reported to the Board or its designated representative. A teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury.

The Board will render all reasonable assistance to the teacher in connection with the investigation, prosecution, and disposition of the matter by the proper authorities.

### **Section C. Lost Time**

Time lost as a result of an assault upon a teacher as specified in Section B above will be subject to the compensable leave provisions of this Agreement. Time lost as a result of legal action initiated because of disciplinary action taken by the teacher will also be subject to compensable leave provisions if his/her action is upheld.

### **Section D. Reimbursement for Damage**

If, in the performance of his/her regular or assigned teaching duties a teacher, without negligence on his/her part, shall suffer damage to his/her clothing or other personal property, useful for the performance of his/her job, if not covered by insurance, the Board shall make reimbursement for such damage. Personal property for the purpose of this Article shall not include money. The reimbursement shall not exceed the actual cash value at the time of loss, to a maximum of \$250. The Board may require such subrogation, assignment, and full cooperation by such teacher in seeking recovery from any party responsible for such loss.

### **Section E. Complaints toward Teachers**

Action taken upon any complaint by a parent of a student directed toward a teacher, and/or any notice thereof to be included in said teacher's personnel file shall be subject to Bullard-Plawecki, Michigan Act 397 of 1978.

A checklist of what can be legally copied will be provided by the District to the bargaining unit member when they request to review their personnel records (see Article II Section E).

## **ARTICLE XVII. LEAVES OF ABSENCE WITH PAY**

### **Section A. Paid Time Off (PTO)**

At the beginning of each year each teacher shall be credited with fifteen (15) days, which may be used in the event the teacher must be absent from duty.

Any days not so used in one year shall have unlimited accumulation. If the teacher is unable to report for the opening day of school due to a covered illness, previous paid time off accumulation will then be available. A teacher who is terminated during the school year and who has previously accumulated paid time off days and those days accrued at the rate of one (1) day per month worked for the existing contract year shall have the value of such days, already received as salary, deducted from the last pay check.

The accumulated leave days may be used in conjunction with the Salary Protection Program provided there is no reinsuring benefit available.

A teacher who desires to use a paid time off day must call in or register via the Internet the absence to the AESOP system no later than one hour prior to the teachers contracted report time, and every effort will be made to call in no later 6:30 a.m. on the day of absence except in the event the teacher becomes ill after having begun teaching that day.

An employee who is absent due to an injury and is eligible for Workers' Compensation benefits will receive benefits according to State rules and regulations of the Worker's Compensation law.

An employee injured on the job shall report such injury at once to the Central Office and building principal. All reports must be filed at the Central Office no later than seven (7) days after the incident has occurred.

Staff will have the opportunity to set aside up to one (1) leave day for each year of the contract.

- a. The elected days will be paid at the rate of \$125 per day into a 403(b) investment at the expiration of the contract.
- b. These may be mentor, department head or PTO days.
- c. The election to roll approved days into a 403(b) will take place in the final year of this Agreement for deposit at contract expiration. Election forms must be returned to the administration office by the first day in March of the final year of the Agreement.

This money will be deposited into the employees 403(b) account no later than July 31 of the expiration year of the contract.

### **Section B. Bereavement Leave**

A teacher shall be allowed a total of seven (7) days of bereavement leave with pay per year when his/her absence is required and shall be charged against annual or PTO. At the discretion of the Superintendent, additional bereavement leave may be taken with the understanding that in the event bereavement leave exceeds seven (7) days per year, the rate of a certified substitute will be deducted from the teacher's pay.



### **Section C. Jury Duty**

A teacher who is required to serve as a juror or who is subpoenaed to testify in any judicial proceeding shall be paid the difference between his/her base salary and the pay received for performing such service.

### **Section D. Witness in Litigation**

A teacher shall receive his/her regular salary whenever he/she is required to appear as a witness in any litigation or proceeding arising out of his/her employment or involving the school if such testimonial or appearance is during his/her regular workday.

### **Section E. Paid Time Off**

Teachers are not required to indicate to the Administration the reason for the use of their paid time off days. It is further understood such leave shall not be granted for the first or last day of the school year nor the first working day preceding or following a vacation period, holiday or on a professional development in-service day unless approved at the discretion of the Superintendent. (Exception: graduation exercises for the teacher, military departure of a child, graduation of children, or terms of the lottery as follows):

Up to 10% of a building staff may exercise the option to use these days immediately after Thanksgiving break, prior to or after the December winter break and spring break, as determined by a random drawing conducted in September for all days. If one building does not utilize its allotted 10%, the Superintendent has the discretion to reallocate unused slots to another building at any time during the year. Use of these randomly drawn days is also dependent on the availability of substitutes. This drawing should be conducted by the building administrator or their designee, and an association member may be present.

Such leave shall not be used for Association business.

The Board has the right to have teachers reschedule non-emergency leaves when qualified substitutes cannot be scheduled to work.

PTO leave consisting of four or more consecutive workdays must be approved by the superintendent.

### **Section F. Doctor's Certificate**

The Board of Education may require a doctor's certificate or other evidence of illness or disability. In the event an examination is needed to verify the illness or disability, cost of such an examination shall be borne: (a) by the Board of Education if the employee has been absent for less than five (5) days and (b) by the employee if the absence has been for a longer duration.

On a continuing illness or disability (10 days or longer) a doctor's certificate may be required every two calendar weeks stating the current condition of the employee and estimated length of illness or disability. Prior to returning to duty after absence due to a continuing illness or disability, contagious disease, or nervous or mental disorder, he/she may be required to present a statement from his/her physician releasing the member for return. The Board of Education also may require such teacher to submit to an examination by a physician designated by the Superintendent or Board of Education. Cost of such an examination shall be borne by the Board of Education.

The Board of Education may require a physician's statement certifying an employee's ability to continue teaching when in the opinion of the Board medical conditions warrant it. The Board also may require such teacher to submit to an examination by a physician designated by the Superintendent or Board.

#### **Section G. Violation of Leave Policy**

All leaves are considered as time off for the reasons stated and necessary for the protection of the employee. Any employee who willfully violates or misuses this policy or who misrepresents any statement or condition under this policy may be subject to disciplinary action up to and including discharge.

#### **Section H. Excess Leave Deduction**

Where the absence exceeds the number of days allowed under this policy, the additional absence shall result in a deduction on a per diem basis. In the case of a verified emergency, the Superintendent may allow the sub deduct to apply to this absence.

#### **Section I. Association Leave Days**

The Association shall be allowed a total of five (5) days each year for the officers or representatives of the Association to conduct official business matters. Up to three (3) additional days, less salary of the substitute, may be granted by the Superintendent of Schools to attend meetings that have a direct benefit to the school program. The Association agrees to notify the Administration at least five (5) days in advance of taking such leave.

#### **Section J. Sabbatical Leave**

Teachers who have been employed for seven (7) consecutive years by the Board, may, at the sole discretion and judgment of the Board, be granted a sabbatical leave for up to one (1) school year. Applications shall be filed with the Superintendent by February 15, for leave beginning the following September.

An applicant for sabbatical leave of absence shall file with the application form an outlined program for the period requested for sabbatical leave. This plan shall be indicated on an attached statement and shall include details for study resulting in university credit in an approved college, university, or technical school related to teacher's present teaching field and, also, why such leave would be of benefit and advantage to the school District. The Board shall have the prerogative to grant a sabbatical leave of absence for reasons not covered above, upon the request of a teacher, when such leave would be in the best interest of the school District.

#### **To be eligible:**

The applicant has not been granted a sabbatical leave of absence from the Northview School District during the seven (7) consecutive years of service immediately preceding current application.

The applicant signs an agreement on terms satisfactory to the Board guaranteeing to return to service with the Northview School District immediately upon termination of the sabbatical leave and continue in such service for a period of two (2) years or to refund any compensation received from the Northview School District while on sabbatical leave except as the Board shall, by special action, waive such obligation.

Unless otherwise expressly stated in this Article, any benefits provided under the Master Agreement shall not be continued and/or accrued to the person on leave.

If for any reason the leave is not used for its intended purpose, the recipient shall report to the Superintendent prior to the next pay period for employment or forfeit all further leave pay for the year.

A teacher on sabbatical leave will be paid either fifty percent (50%) of their prior year salary or forty percent (40%) of their prior year salary and Board paid premiums for Health, Dental Insurance, and Managed Sick Leave Programs subject to the terms and conditions of ARTICLE XXI, INSURANCE.

A teacher granted such leave shall advance on the salary schedule the same number of steps he or she would have advanced had he/she been on the staff in the District.

A teacher shall be entitled to participate in the existing insurance program that is provided by the Board. However, it shall be the employee's responsibility to make sure that he/she reimburses the school District each month, in advance, for the entire monthly cost of such policy. If they choose the 40% salary option in the second preceding paragraph, they will get the benefits as specified in that same paragraph.

A teacher shall be responsible for notifying the Payroll Department of the District as to the place to which his/her checks should be addressed during his/her period of sabbatical leave. A teacher, upon return from a sabbatical leave, will be returned to a position for which he/she is certified and qualified unless subject to layoff due to staff reduction.

## **ARTICLE XVIII. LEAVES OF ABSENCE WITHOUT PAY**

### **Section A. General Provisions**

Unpaid leaves of absence shall be subject to the following general provisions:

1. Unless expressly amended by other provisions of this contract a teacher returning from leave will be returned to a position for which he/she is certified and qualified unless subject to layoff due to staff reduction.
2. Unless expressly amended by other provisions of this contract, teachers returning from leave shall not receive experience credit for salary or tenure purposes for the time encompassed by the leave.
3. Whenever practical leaves of absence will be made to coincide with the school year. The teacher returning from a leave of absence shall inform the Superintendent in writing no later than the first day of April preceding the school year of the intended return.
4. No benefits will accrue to a teacher during a leave of absence except as otherwise stated herein. Upon return from leave the teacher's unused sick leave benefits and salary increments which had been accumulated at the time the leave commenced will be restored to him/her.
5. Bargaining unit members shall not receive promises of re-employment by any administrative staff member. Re-employment upon the completion of a leave period is dependent upon the availability of a position for which the individual is certified and qualified.

### **Section B. Extended Illness or Injury Provisions**

A teacher whose illness or injury continues beyond his/her accumulated sick leave days shall be granted an unpaid sick leave of absence for the balance of the school year if requested. Such leave may be renewed for a period not to exceed one (1) year. The Board of Education may require a doctor's certificate or other evidence of illness or injury to substantiate the request for leave of absence. Expenses incurred in obtaining evidence will be borne by the employee.

### **Section C. Caring for Critically Ill or Injured**

The Board may grant an unpaid leave of absence to any teacher for the purpose of caring for the needs of a critically ill or injured family member or other person whose relationship is appropriate to warrant such leave.

### **Section D. Personal Leave**

Leaves for personal reasons deemed sufficient by the Board may be granted for periods up to one (1) year, subject to renewal by the Board. The matter of term of leave, replacement and notice, will be subject to agreement between those interested parties at the time the leave is considered.

Applicants returning from leave will be assigned to his/her former position if vacant, but if not, then to the first vacant position for which he/she is certified and qualified for as defined in ARTICLE XIII, Section B.

### **Section E. Childcare Leave**

Leaves for childcare shall, if requested, be granted by the Board for the period of time from the termination of paid maternity leave until the end of the current school year. If requested, such leave may be extended for up to one (1) year at the sole discretion of the Board.

### **Section F. Military Leave**

A teacher who enlists or is inducted into the armed services of the United States shall be granted military leave of absence in accordance with all applicable laws and regulations.

### **Section G. Career Exploration Leave**

Career exploration leaves shall be subject to the following conditions:

1. The Board will grant a leave of up to one (1) year to any teacher for the purpose of career exploration.
2. Return from such leave shall be only at the beginning of a semester.
3. If the salary and subsequent unemployment benefits paid to the replacement teacher exceed the amount that would have been paid to the teacher on leave, the teacher returning from a career exploration leave will have his/her salary for the first contract year after such leave reduced by the excess compensation specified above.

### **Section H. FMLA**

Leave provisions of this Agreement shall be construed consistent with the requirements of the Federal Family and Medical Leave Act. Employees may take unpaid leave in accordance with the Act for birth, adoptions, placement of a child in their foster care, or for serious medical conditions affecting themselves or their immediate family as defined in the Act. All such leaves shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement. Notification of FMLA absence and required paperwork will be requested after three (3) days of absence. A reference sheet on issues of FMLA and paternity and maternity is available in each school office and from the building association representatives.

### **Section I. Temporary Contracts**

Temporary contracts may be issued to teachers who are temporarily filling a vacancy created by a teacher who is absent due to leave or illness and plans to return before the end of the school year or to teachers who are hired after November 1 to temporarily fill a position for the remainder of the year. In the case of special education and foreign language teachers, temporary contract may also be issued before November 1 when a

vacant position cannot be filled with an appropriately certified and qualified instructor due to the lack of applicants.

- a) Temporary contracts will be issued to a teacher after that teacher has completed sixty (60) days in the same specific teaching assignment.
- b) The temporary contract will include a termination date or will terminate upon return of the regular teacher. In circumstances where a temporary contract has been issued to fill a vacant position due to the lack of applicants who are appropriately certified and qualified, the temporary contract will terminate when such a candidate is hired.

Teachers employed under temporary contracts will have no recall rights other than those required by law.

The Association's District Director for Northview will be notified of the name and effective date of hire for each teacher employed on a temporary contract.

Salary placement and fringe benefits will be as required by state law unless the Board agrees to grant experience credit and/or earlier qualification for benefits to attract qualified candidates.

## **Article XIX. PROFESSIONAL COMPENSATION**

### **Section A. Reference to Compensation**

The salaries and supplementary compensation of teachers covered by this Agreement are set forth in schedules which are attached hereto and incorporated in the Agreement.

### **Section B. Salary Schedule Provision**

The salary schedule shall be both a minimum and maximum except as elsewhere expressly provided in this Agreement.

### **Section C. Maximum Credit on Salary Schedule**

New faculty personnel shall be placed on the appropriate step of the salary schedule on the basis of the degree status and previous teaching experience. Credit will be allowed for up to five (5) years of successful experience in other school systems; provided, such experience shall have been continuous service of more than one-half of any school year. Intermittent or short-term substitute service will not be credited as previous teaching experience. Additional experience may be granted at the discretion of the Superintendent.

### **Section D. Partial Year Experience Credit**

Teachers who work more than one (1) semester shall be granted the contracted movement on the salary schedule in accordance with ARTICLE XIX, Section H. – Step Placement. Changes will be effective at the beginning of the next school year.

### **Section E. Part-Time Proration**

The salary of any part-time teachers shall be reduced to a figure proportioned to the fractional time for which appointed.

### **Section F. Change in Degree Status**

Faculty personnel completing requirements for a change in degree status prior to a fall or spring semester shall be issued a revised contract for the given semester provided the change is reported in writing NOT

LATER THAN NOVEMBER 1 FOR THE FIRST SEMESTER AND APRIL 1 FOR THE SECOND SEMESTER and is accompanied with an up-to-date transcript, grade report, or other necessary supporting documentation from the college/university. FOR PAYROLL PURPOSES STAFF SHOULD SUBMIT DOCUMENTATION AS EARLY AS POSSIBLE! Once the appropriate official paperwork is received the individual teacher's contract will be amended and retroactive pay to the start of the semester will be adjusted. If the official paperwork is received after November 1 for first semester and after April 1 for second semester, the adjustment of pay will be reflected the following semester and will not be retroactive. IT IS THE RESPONSIBILITY OF THE TEACHER (NOT THE SCHOOL DISTRICT OFFICIALS) TO FILE AN UP-TO-DATE TRANSCRIPT OR OTHER NECESSARY SUPPORTING INFORMATION WITH THE SUPERINTENDENT.

### **Section G. Mileage Reimbursement**

Teachers who are required to drive their personal automobiles in the performance of their duties shall be paid at the current rate allowed by IRS.

### **Section H. Step Placement**

For step placement purposes the step on which the bargaining unit member was placed when the salary steps were originally adopted or when the bargaining unit member was hired will be the determining factor. A part-time teacher will move a step if they have completed their pro-rata share of the 30 hours of required professional development.

For each year of service bargaining unit members will move one step from their previous year's placement if they have completed their 30 required hours of professional development. Any college credits, state continuing education clock hours, or state board continuing education units should be recorded on the bargaining unit member's professional development record. This form is due in the Superintendent's office by the first workday in May of each year.

### **Section I. Additional Teaching Load**

Teachers who agree to teach more than a normal teaching load (as defined in Article XI, TEACHING HOURS, Section G) on a regular basis shall receive additional compensation on a pro-rata basis for each teaching period in excess of such norms.

### **Section J. Tuition Reimbursement**

Tuition reimbursement will be made only as specified below:

- a) For course work required by the Board under Article X, Section D.
- b) All tenured teachers will be reimbursed a maximum three (3) semester hours per year for graduate courses.
- c) Tuition reimbursement will only be for courses completed during the duration of the association Agreement.

The reimbursement for authorized courses will be for actual tuition costs at any publicly supported Michigan university. For authorized courses taken out of state or at private universities, the reimbursement will be computed up to the cost of tuition at Michigan State University.

The Superintendent may authorize credit for workshop hours offered through the Kent Intermediate School District or other sponsoring organization when university credit is offered upon payment of tuition provided workshop requirements are the same as the university credit requirements.

No tuition payment shall be in addition to tuition paid under any other grant or scholarship.

To receive tuition reimbursement, evidence of successful completion of the approved courses must be presented to the Superintendent. Each individual requesting tuition reimbursement shall be responsible for reporting any reimbursement from another source.

### **Section K. After School Programs**

Payment for after school programs authorized by the Board and authorized extra duty in the summer will be paid as specified in Schedule B-3. Examples of current programs are CASE, K-12 Summer School, and Drivers Education.

### **Section L. Definitions**

Compensation time may be paid at the B-3 rate, in daily increments, with one day counting for 6.25 hours, or may be rolled into the teacher's accumulated PTO days. Unless otherwise stated all compensation days that will be reimbursed at the B-3 rate must be done so no later than the second pay date in June. Per Diem is calculated by taking the employee's base salary divided by the number of contracted teacher days.

### **Section M. Merit Pay**

Bargaining unit members who receive an annual effectiveness rating of effective or highly effective will receive \$150 in Merit Pay by the second pay date in June.

### **Section N. District Provided Professional Development (DPPD)**

Teachers are now allowed to input their DPPD directly into the state offices and may use 150 hours, 30 hours per year for 5 years, of DPPD for renewal of their professional certificate in lieu of 6 credit hours.

Bargaining unit members who elect to use DPPD hours for certificate renewal and do not request tuition reimbursement for the period of time between renewals will earn a stipend of \$100 per year. The stipend will be paid to the bargaining unit member within 2 pay periods of the bargaining unit member giving the District a copy of their license renewal.

## **ARTICLE XX. PAYROLL DEDUCTIONS**

### **Section A. Authorized Deductions**

A teacher shall give the Board a signed authorization to deduct amounts from his/her salary for any of the following purposes that he/she elects: insurance contributions, Board approved annuities, credit union and/or savings bonds.

### **Section B. Payroll Periods**

Teachers' annual salaries shall be paid in twenty-six (26) or twenty-seven (27) approximate equal payments, with payroll checks issued every other Friday.

Any teacher who leaves the system by resignation, retirement, discharge or otherwise will, on request, receive the balance of his/her earned annual salary in the next pay period after leaving the system.

### **Section C. Withholding Tax Information**

Withholding tax statements showing the number of dependents claimed by each teacher shall be on file by the end of the pre-school orientation. If no such statements are on file by that time, the Board will assume the teacher claims no dependents.

### **Section D. Supplemental Pay Provisions**

Teachers performing duties under a supplementary contract may elect to have the supplemental salary prorated over the pay periods remaining or receive total payment as provided below provided the assignment is completed:

Fall Sports: Second pay period in November.

Other Activities: First pay period in February.

Winter Sports: Second pay period in March.

Spring Sports and Other Activities: First pay period in June.

Assignments not performed in full according to the applicable job description will result in a pro-rata reduction in compensation. Such reduction may be applied to any compensation not yet received by the teacher.

## **ARTICLE XXI. INSURANCE**

### **Section A. Health Insurance**

#### 1. Contribution

- a) For those bargaining unit members on a HSA, the District will provide amounts toward coverage in accordance with the annual addendum of Public Act 152 of 2011. The amount provided within Cap limitations will include the initial funding of the Health Savings Account (HSA) by the first week of January. Any amounts exceeding the Cap will be deducted from bargaining unit members' wages on a bi-weekly schedule.

Employees may contribute, through payroll deduction and electronic transfer, additional money toward their HSA up to the maximum amount allowed by Federal law.

A bargaining unit member who severs employment with the District during the calendar year will have a portion of the HSA deductible deducted from their final paycheck (pro-rated at one-twelfth of the total contribution per month).

- b) Staff will continue to contribute 10% toward the cost of Vision, Dental and Life Insurance.
  - c) The Board will make one-half (1/2) of the above contribution on behalf of each teacher who teaches at least half-time, but less than full-time (1.0 FTE).
2. No changes and/or additions can be made by the employee after October 1, except as a qualifying event occurs thereafter.
  3. Coverage will terminate:
    - a) On the date the teacher leaves the system if he/she resigns or is discharged before the end of the school year.



- b) The teacher who resigns/retires from the school system at the end of the school year, shall notify the payroll/benefits office by June 1 to determine the benefits cost (for July and August) to be deducted from their final paycheck or choose the retirement health care coverage.
4. A single person qualifies for individual membership under group provisions.
5. The Board shall provide the above program until this contract terminates.

### **Section B. Options**

The Board will provide up to the following dollar limit for all teachers, who teach at least halftime, who elect such benefits in lieu of health insurance benefits towards the purchase of optional insurance benefits:

80% of the single health care premium

The District's tax qualified cafeteria plan (Section 125) is the vehicle for all options selected.

### **Section C. Salary Protection**

The Board of Education will make available to each full-time employee a Salary Protection (Long Term Disability) insurance program to enhance the present sick leave provisions with the following conditions.

1. There will be a limit of 66-2/3 (75% monthly pay limit) of income not to exceed \$5,500 per month prorated over a twelve (12) month period to age 65.
2. There will be a ninety (90) calendar day waiting period.
3. The Board of Education will consider any financial offset such as Workers' Compensation, Social Security, other insurance income, etc., to determine its obligation to the employee (freeze on offsets).
4. Alcoholism/drug addiction - 2 year limit.  
Mental/nervous - 2 year limit.
5. The coverage shall become effective at the beginning of the insurance month immediately following the time they begin their teaching duties.
6. An employee who qualifies for long term disability will be afforded medical care premium payments as outlined under health insurance through the end of the school year in which the disability occurs.
7. All other benefits are severed with the exception of medical care at the point in time where the employee can no longer provide services as a teacher.

### **Section D. Dental**

The Board will provide dental care insurance for all full-time teachers, as agreed upon by the insurance committee.

### **Section E. Life Insurance**

The Board agrees to provide \$60,000 term life and \$60,000 accidental death insurance coverage for all full-time regularly scheduled teachers for the school year who elect such coverage by completing and signing the appropriate application.

Coverage will terminate on June 30 for the teachers who are not scheduled to return the following year. The Board will not be liable for claims beyond what its carriers will provide.

### **Section F. Vision**

The Board will provide vision insurance for all full-time regularly scheduled teachers, as agreed upon by the insurance committee, for the school year who elect such coverage by completing and signing the appropriate application.

### **Section G. Unpaid Leave**

A teacher on an unpaid leave will receive a pro-rata payment of their benefit premiums for the current school year. Continuation of the coverage for the balance of the current contract year will be contingent on advance premium payment each month. Coverage beyond the current contract year will be as provided by C.O.B.R.A. regulations.

### **Section H. Insurance during Layoff**

A laid off teacher may continue his/her health, dental, and/or vision insurance benefits as permitted by C.O.B.R.A. regulations

### **Section I. Insurance - Board Contribution**

Full time teachers laid off at the end of the school year will have their health, dental and/or vision insurance coverage continued through August 31 of that year at the June Board contribution rate. Any excess premiums will be paid by the employee.

## **ARTICLE XXII. SCHOOL CALENDAR**

### **Section A. Reference to Schedule C**

The school calendar(s) are set forth in Schedule C which is attached hereto and incorporated in this Agreement.

### **Section B. Length of School Year**

The school year shall consist of full-time equated contractual days for returning staff (two additional for new staff). See 2016-2017 calendar.

The basic emphasis shall be on student instruction and the time devoted to this purpose must conform to the requirements of the Michigan Department of Education.

The time remaining shall be devoted to: (a) parent-teacher conferences, (b) correction of exams, (c) preparation of records, (d) teacher orientation, (e) staff development, and like duties as assigned by the Board of Education or required by the Michigan Department of Education.

### **Section C. Makeup Days**

If required by law, makeup days will be scheduled at the end of the school year unless the parties agree to an alternate calendar.

## **ARTICLE XXIII. GRIEVANCE PROCEDURE**

### **Section A. Definition of Grievance**

A grievance shall be defined as an alleged violation or misapplication of any specific provision of this Agreement or administrative guideline. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance, but such grievance shall be submitted to the following grievance and arbitration procedures. An individual employee may present a grievance to the Board or its representatives, as long as any adjustment is not inconsistent with the terms of this Agreement.

The Kent County Education Association designates the District Director for Northview as local agent responsible for processing grievances.

### **Section B. Individual Grievance Provisions**

Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

### **Section C. Matters Not Subject to Grievance**

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. Adverse evaluation shall not be subject to the grievance procedure.
2. The termination of services or failure to re-employ any probationary teacher.
3. Assignments under supplementary contracts.
4. Any claim or complaint for which there is another remedial procedure or forum established by law including any matter subject to the procedures specified in the Teacher Tenure Act.
5. Any claim or complaint regarding the retirement plan or any insurance plans or the amount of payment by the insurance company(ies).
6. Any subject that is a prohibited subject of the Public Employment Relations Act.

### **Section D. Procedures**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level unless extended by written mutual agreement.

#### **STEP ONE:**

- a. A teacher may within ten (10) working days of the occurrence of the alleged violation orally discuss the matter with the principal with the objective of resolving the matter informally. If the teacher is not satisfied with the disposition from the oral discussion, he/she shall file the grievance in writing within ten (10) working days of the occurrence of the grievance. The grievance shall indicate the Article and Section of concern and remedy sought and will be dated and signed by the teacher or teachers filing the grievance.
- b. Within five (5) working days of receipt of the written grievance the principal shall meet with the teacher(s) and/or the Association representative in an effort to resolve the grievance. The principal's written answer shall be given within five (5) working days after such meeting.

#### **STEP TWO:**

- a. If the grievance disposition given in Step One of the written procedure is not considered satisfactory, the grievance may be filed by the teacher or Association representative to the Superintendent of Schools within five (5) working days following the date of the disposition to Step One.
- b. Within five (5) working days of receipt of such grievance, the Superintendent of Schools will meet with the parties involved to discuss the issues. A written answer shall be given within ten (10) working days after receipt of such grievance.

**STEP THREE:**

- a. If the grievance disposition given in Step Two of the written procedure is not considered satisfactory, the grievance may be filed by the Association to the Secretary of the Board with a statement of reasons as to why it is being pursued within ten (10) working days following the date of the disposition in Step Two.
- b. Within twenty (20) working days of receipt of the grievance, the Board shall respond to the grievance.

**STEP FOUR:**

- a. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted for arbitration by written notice by the Association within ten (10) working days after receipt of the Board's decision.

**Section E. Arbitration**

An impartial arbitrator shall be promptly selected by the parties from a list supplied by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration hearing.

The power of the arbitrator shall be limited to the interpretation or application of the express terms of this Agreement and he/she shall have no power to alter, add to, or subtract from, the terms of this Agreement as written. The arbitrator's decision shall be final and binding on the Association, its members, the teacher or teachers involved and the Board.

**Section F. Arbitration Costs**

The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

**Section G. Time Limitation**

No grievance shall be processed unless initiated and carried to the next Step within the time provided herein or as extended by written mutual agreement.

**Section H. Emergency Meetings**

Both parties recognize that in some instances settlement of a grievance involving more than one school should be considered immediately. When a situation of this kind arises, the grievance may be processed in the first instance at Step Two. This procedure is to be used in exceptional situations only where immediate action is clearly defined.

## **ARTICLE XXIV. NEGOTIATION PROCEDURES**

### **Section A. Entire Agreement Clause**

During the negotiations leading up to the Agreement each party had the right to make proposals and bargain on all bargainable matters. This contract contains the entire agreement of the parties. During its life, each party agrees that the other will not be required to engage in further bargaining on any matter, whether covered herein or not.

By mutual agreement between the Board and the Association matters of common concern may be discussed and any agreement that results may become a part of this Agreement by mutual agreement of the parties.

### **Section B. Negotiation Representatives**

In any negotiations provided for here, both party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or without the school District.

It is recognized that no final agreement between the parties may be executed without ratification by the Board and by the members of the Association who are employees of the Northview Board of Education, but the parties may mutually pledge that the representatives selected by each shall be clothed with all necessary power and authority to make and consider proposals and to make concessions in the course of negotiations or bargaining subject only to such ultimate ratification.

### **Section C. Distribution of Copies**

There shall be three (3) signed copies for purposes of record, one to be retained by the Board, one by the Association, and one by the Superintendent.

### **Section D. Mediation**

If the parties fail to reach agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission.

### **Section E. Meetings Held During School Day**

A member of the Association negotiating committee who participates in a joint meeting during the school day with representatives of the Board at a meeting scheduled by agreement of the parties shall not suffer reduction in pay.

## **ARTICLE XXV. MISCELLANEOUS PROVISIONS**

### **Section A. Past Practices**

This Agreement shall supersede any rules, regulations or practices of the Board heretofore in effect or terms of any teacher's individual contract to the extent they are contrary to or inconsistent with its terms.

### **Section B. Provisions Contrary to Law**

If any provision of this Agreement or its application to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsist except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

### **Section C. Annexation and Consolidation**

In the event this District shall be combined with one or more districts, the Board will use its best efforts to assure the continued employment of its members in such combined districts.

### **Section D. Headings**

The headings used in this Agreement are for reference only and shall not add to nor subtract from the express terms and provisions contained therein.

### **Section E. Emergency Manager**

An emergency financial manager appointed under the Local Financial Stability and Choice Act, 2012 PA 436, MCL 141.1541 to 141.1575 may reject, modify, or terminate this Agreement as provided therein.

## **ARTICLE XXVI. SUPPLEMENTAL AGREEMENTS**

### **Section A. Assignment and Tenure Status**

The Board and the Association recognize that it is in the best interest of the students to have supplemental duties filled by staff members covered by the Master Agreement. Therefore all staff members covered by the Master Agreement will be notified electronically of any supplemental duties and given an opportunity to apply before the job is offered to a nonmember. Work performed under a supplementary contract is not subject to tenure. Assignment of individual bargaining unit members to supplemental duties is discretionary with the Board of Education and subject to renewal each year. If a supplemental contract is not renewed, the bargaining unit member affected may request an appointment with the appropriate Principal and/or Director to discuss the reason(s) for non-renewal. For liability reasons all supplemental contracts should be signed and returned to the District before the bargaining unit member begins the supplemental assignment.

### **Section B. Establishment of New Positions**

The Board of Education has the right to establish additional positions and issue payment on supplementary contracts for such positions during the term of the Master Agreement.

### **Section C. Coaching Assignments and Resignations**

Employees, working under a supplemental contract as coach, desiring not to continue in that position and/or sport for the next school year, shall notify the Board, in writing, no later than April 1 of such decision. In turn, the Board of Education shall make the coaching assignments as far in advance as possible. This will be done at or before the June Board meeting if the activity has been approved for the next school year.

### **Section D. Supplemental Assignment and Resignations**

Employees, working under other supplemental contracts, desiring not to continue in that position for the next school year, shall notify the Board, in writing, no later than May 1, of such decision. In turn, the Board of Education shall make other supplemental assignments as far in advance as possible. This will be done at or before the June Board meeting if the activity has been approved for the next school year.

### **Section E. Department Heads**

Department heads in the High School and/or team leaders at Crossroads Middle School having five (5) or more members will have release time up to a total of two (2) days in one year. Department heads and/or team leaders at Crossroads Middle School having two (2) to four (4) members will have one (1) day release

time. Requests must be made and approved through the building principal at least one (1) week prior to the day/days being requested. If release time is not taken, the teacher may choose compensation time or the B-3 rate.

### **Definitions:**

**Member** - A teacher who teaches more than two (2) classes per day in the department.

**Department Head Qualifications** - Must teach full-time within the department.

### **Section F. Coaching Experience**

Experience credit for supplemental salary schedule placement may be allowed by the Board. Coaching experience from outside the sport and outside the system may be used for placement on the supplemental salary schedule for professional staff.

The Board reserves the right to allow additional experience credit for salary schedule placement in special cases.

### **Section G. Evaluation**

The Athletic Director will submit periodic written evaluation reports to the Superintendent. The evaluation must be completed before supplemental contracts are issued for the following year. Each written review of the coach's job performance shall be based on at least fifteen (15) consecutive minutes of observation to an accumulated total of thirty (30) minutes.

Prior to submitting the written report, the Athletic Director or Assistant Athletic Director and Coach will hold an evaluation conference. The evaluation is to be signed by both the Coach and the Athletic Director or Assistant Athletic Director.

### **Section H. Supplemental Positions**

All coaches should have fingerprints on file in the administration building and should have a signed contract prior to beginning the season and working with students. No coach shall be allowed to coach two sports teams in one season (grades 7-12). For instructional staff that also coach, there will be an option on their supplemental contract for a lump sum payment at the end of the season. Every attempt shall be made to limit taking students out of class for club meetings.

## **ARTICLE XXVII. SALARY SCHEDULE QUALIFICATIONS**

1. Teachers, to qualify for the BA+18 Schedule, must have eighteen (18) graduate semester hours beyond their Bachelor's degree and have a permanent or continuing teaching certificate.
2. Teachers, to qualify for the MA-1 Schedule, must have thirty (30) graduate semester hours beyond their Bachelor's degree or a General Master's degree. Such hours or degree must be from an accredited educational institution. Starting with new hires of August 1, 2005, an employee entering with a master's degree will be assigned to MA1. Upon receiving tenure the employee will be moved to MA2 schedule.

For the purpose of moving to the BA+18 or MA-1 schedule the Superintendent may approve undergraduate courses or other related activities if those courses or activities more appropriately meet the teacher's program needs.

3. Teachers, to qualify for the MA-2 Schedule must meet the following requirements:
  - a. Must have a permanent or continuing teaching certificate, and
  - b. A master's degree in any related field of education from an accredited institution.
4. Teachers, to qualify for the MA2+15 semester hours schedule must have earned such graduate credit since completing requirements for the MA2 schedule. The additional hours must be in the subject areas included in (3) b. above.
5. Teachers, to qualify for the MA2+30 semester hour's schedule, must have earned such graduate credit since completing requirement for the MA2+15 schedule. The additional hours must be in the subject areas included in (3) b. above.



**ARTICLE XXVIII. DURATION OF AGREEMENT**

**Section A. Life of the Agreement**

This Agreement shall be effective September 1, 2016, and continue in effect until August 31, 2017. This Agreement shall not extend orally and it is expressly understood that it shall expire on the date specified.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives this 27<sup>th</sup> day of June 2016.

**NORTHVIEW EDUCATION  
ASSOCIATION SCHOOLS**

**THE BOARD OF EDUCATION OF  
NORTHVIEW PUBLIC SCHOOLS**

BY \_\_\_\_\_  
Chief Negotiator

BY \_\_\_\_\_  
Chief Negotiator

BY \_\_\_\_\_  
NVEA Negotiator

BY \_\_\_\_\_  
Team Member

BY \_\_\_\_\_  
NVEA Negotiator

BY \_\_\_\_\_  
Board President

BY \_\_\_\_\_  
NVEA Negotiator

BY \_\_\_\_\_  
Board Secretary

BY \_\_\_\_\_  
MEA/KCEA Staff

BY \_\_\_\_\_  
KCEA President

Dated this 27<sup>th</sup> day of June 2016

## SALARY SCHEDULE

Salary Schedule for 2016-17						
	BA	BA+18	MA1	MA2	MA2+15	MA2+30
1	37,966	38,068	40,509	41,269	41,351	41,351
2	39,028	39,628	42,065	42,942	42,741	42,741
3	40,699	41,325	43,387	44,454	44,636	44,636
4	41,872	43,285	45,456	46,766	47,904	49,507
5	44,032	45,475	47,522	49,037	50,137	51,865
6	46,052	47,643	49,598	51,591	52,381	54,507
7	48,204	49,807	51,758	53,971	54,947	57,168
8	50,380	52,016	53,967	56,637	57,654	60,160
9	52,855	54,097	56,048	59,309	60,315	62,863
10	54,780	56,094	58,046	62,047	63,353	65,707
11	57,517	58,721	60,677	66,162	66,758	68,748
12	58,007	59,321	61,276	66,686	67,278	69,447
13	58,495	59,921	61,876	67,211	67,797	70,145
14	58,983	60,522	62,476	67,738	68,315	70,843
15	59,462	61,083	63,038	68,281	69,097	71,584
16	59,939	61,644	63,599	68,822	69,880	72,323
17	60,418	62,206	64,159	69,363	70,665	73,060
18	60,582	62,423	64,378	69,773	71,075	73,470
19	60,743	62,640	64,595	70,184	71,486	73,883
20	60,904	62,858	64,810	70,597	71,899	74,295
21	61,010	63,015	64,966	71,007	72,313	74,705
22	61,115	63,172	65,123	71,418	72,725	75,115
23	61,219	63,329	65,281	71,830	73,136	75,529
24	61,489	63,546	65,506	72,240	73,546	75,939
25	61,758	63,769	65,728	72,651	73,957	76,349
26	62,028	63,996	65,949	73,064	74,370	76,762
27	62,305	64,268	66,220	73,474	74,780	77,172
28	62,582	64,539	66,490	73,886	75,191	77,583
29	62,859	64,810	66,762	74,299	75,605	77,996
30	62,996	64,947	66,898	74,709	76,015	78,406
31	63,131	65,084	67,036	75,120	76,426	78,816
32	63,265	65,220	67,172	75,532	76,838	79,230
33	63,539	65,528	67,480	75,980	77,317	79,727
34	63,826	65,853	67,804	76,448	77,818	80,250
35	64,086	66,148	68,100	76,871	78,278	80,727
38	64,497	66,612	68,563	77,542	78,999	81,475
41	64,865	67,029	68,980	78,142	79,649	82,150

- A. 1.5 steps to employees on .5 step in 2015-2016
- B. 1.0 steps to employees on an "integer step" in 2015-2016
- C. 1% increase on base
- D. If the fall 2016 audited student enrollment exceeds 3356, 45% of the increase will be paid in a one-time lump sum payment, inclusive of FICA and MPSERS costs. That amount will then be added to an amended salary schedule for future use.
- E. This will not affect B-1, B-2, or B-3 schedules for the 2016-2017 school year.

## FTE CALCULATOR FOR PART-TIME INSTRUCTIONAL STAFF

- + Contact Minutes (begins with the first scheduled student contact & includes 15 min travel time for shared staff)
- + 30 minutes (15 minutes before and after instructional hours)
- + Planning Time (\* Pro-rated Based on the position posting)  
440 Minutes (Divided by)

\* Pro-rated Planning time

0.0 - .25	= 15 minutes of planning time
.26 - .50	= 30 minutes of planning time
.51 - .75	= 45 minutes of planning time
.76 - .90	= 60 minutes of planning time

## SUPPLEMENTAL SALARY SCHEDULE B-1

<u>Position</u>	<u>Salary</u>
Middle School Dramatics (per play)	3.0%
Freshman Class Advisor	3.0%
Sophomore Class Advisor	3.0%
Junior Class Advisor	4.0%
Senior Class Advisor	4.5%
Debate	6.0%
HS Play (per play)	6.0%
HS Yearbook	8.5%
HS Activities	10.0%
HS Honor Society	3.5%
HS Band	16.0%
MS Band	6.5%
HS Vocal Music	8.5%
MS Vocal Music	5.5%
Elementary Vocal (per building)	3.5%
HS Newspaper	5.0%
Lunchroom Supervisors	5.0%
Department Heads (Grades 9-12)	
Five or More	7.0%
Two - Four	4.5%
Team Leaders (Crossroads)	3.5%
High School Close Up Coordinator	2.5%
Alternative Ed Yearbook	5.0%
Advisor Student Gov't Crossroads	6.0%
Advisor Student Gov't Highlands	6.0%
Crossroads Intramurals (per semester)	11.0%
Crossroads Yearbook	6.0%
SADD	2.5%
Science Olympiad	6.0%
EAC	3.0%
Volunteer Coordinator	3.0%
Curriculum Council Content Chairs	\$200 per person
Diversity Coordinator	1.5%

## SUPPLEMENTAL SALARY SCHEDULE B-2

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
<b><u>FOOTBALL</u></b>						
Head Coach	13.0%	14.0%	15.0%	16.0%	17.0%	18.0%
Assistant	8.0%	9.0%	10.0%	11.0%	12.0%	
J.V. Head	8.0%	9.0%	10.0%	11.0%	12.0%	
J.V. Assistant	7.0%	8.0%	9.0%	10.0%	11.0%	
Fresh. Head	8.0%	9.0%	10.0%	11.0%	12.0%	
Fresh. Assistant	6.0%	7.0%	8.0%	9.0%	10.0%	
<b><u>BASKETBALL</u></b>						
Head Coach	13.0%	14.0%	15.0%	16.0%	17.0%	18.0%
J.V. Head	8.0%	9.0%	10.0%	11.0%	12.0%	
Fresh. Head	7.0%	8.0%	9.0%	10.0%	11.0%	
<b><u>WRESTLING</u></b>						
Head Coach	11.0%	12.0%	13.0%	14.0%	15.0%	16.0%
Assistant	7.5%	8.5%	9.5%	10.0%	11.0%	
Assistant	7.5%	8.5%	9.5%	10.0%	11.0%	
<b><u>SWIMMING</u></b>						
Head Coach	11.0%	12.0%	13.0%	14.0%	15.0%	16.0%
Assistant	7.5%	8.5%	9.5%	10.0%	11.0%	
Diving Coach	3.0%	3.5%	4.0%	4.5%	5.0%	
<b><u>TRACK</u></b>						
Head Coach	9.0%	10.0%	11.0%	12.0%	13.0%	14.0%
Assistant	6.5%	7.5%	8.5%	9.5%	10.0%	
<b><u>BASEBALL/SOFTBALL</u></b>						
Head Coach	10.0%	11.0%	12.0%	13.0%	14.0%	15.0%
Assistant	6.5%	7.5%	8.5%	9.5%	10.0%	
Freshman Head	5.5%	6.5%	7.5%	8.5%	9.0%	
<b><u>TENNIS</u></b>						
Head Coach	7.0%	8.0%	9.0%	9.5%	10.0%	11.0%
Assistant	6.0%	7.0%	7.5%	8.0%	8.5%	
<b><u>GOLF</u></b>						
Head Coach	7.0%	8.0%	9.0%	9.5%	10.0%	11.0%
Assistant	6.0%	7.0%	7.5%	8.0%	8.5%	
Assistant	6.0%	7.0%	7.5%	8.0%	8.5%	
<b><u>CROSS COUNTRY</u></b>						
Head Coach	7.0%	8.0%	9.0%	9.5%	10.0%	11.0%
Assistant	6.0%	7.0%	7.5%	8.0%	8.5%	

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
<u>VOLLEYBALL</u>						
Head Coach	11.0%	12.0%	13.0%	14.0%	15.0%	16.0%
Assistant	6.0%	7.0%	8.0%	9.0%	10.0%	
Assistant	6.0%	7.0%	8.0%	9.0%	10.0%	
<u>BOWLING</u>						
	5.0%	5.5%	6.0%	6.5%	7.5%	8.5%
<u>SOCCER</u>						
Head Coach	9.0%	10.0%	11.0%	12.0%	13.0%	14.0%
Assistant	6.5%	7.5%	8.5%	9.5%	10.0%	
Assistant	5.5%	6.5%	7.5%	8.5%	9.0%	
<u>CHEERLEADERS</u>						
Varsity	5.5%	6.0%	6.5%	7.0%	7.5%	8.5%
Assistant	4.0%	4.5%	5.0%	5.5%	6.0%	
Assistant	4.0%	4.5%	5.0%	5.5%	6.0%	
<u>DANCE CATS (POM PON)</u>						
Head Coach	4.0%					
<u>HOCKEY</u>						
	8.0%	9.0%	10.0%	11.0%	12.0%	13.0%
<u>MIDDLE SCHOOL</u>						
<u>ATHLETICS</u>						
	4.0%	5.0%	6.0%	7.0%	8.0%	9.0%
<u>CREW</u>						
	4.5%	5.0%	5.5%	6.0%	6.5%	7.0%

## **SUPPLEMENTAL SALARY SCHEDULE B-3**

2016-2017

.07% of the BA Base Step 1

Rate applies to programs such as CASE, Driver Education, and Summer School K-12 programs, Adult Basic Education classes and other Board approved activities such as authorized curriculum development. Authorized training will be paid at the substitute teacher rate. This does not apply to conferences paid by the District.

## LETTER OF AGREEMENT

The Northview Board of Education and the Northview Education Association jointly agree in the year in future years of the contract to open contract negotiations on health insurance benefits under the following conditions:

- A KISD insurance pool is developed.
- MESSA has an opportunity to bid on being a provider in the pool.
- Legislative mandates that may occur regarding health insurance for public school employees will be reviewed by the committee. No change will be made in health insurance for the life of this contract.
- No reduction of benefits from current coverage will be incurred.

A cost containment study committee will continue to review health insurance costs in the future years of the contract. The membership will include four (4) members appointed by the Superintendent and four (4) members appointed by the Association. This committee will study health insurance / benefits information to determine the most feasible cost containment measures for future years.

Date: June 30, 2016

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President, Northview Education Association

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Superintendent, Northview Public Schools

Original letter dated January 18, 2000.  
Second iteration dated August 15, 2003  
Third letter dated May 30, 2007  
Fourth letter dated May 27, 2010  
Fifth letter dated June 8, 2011  
Sixth letter dated March 22, 2013  
Seventh letter dated June 30, 2016



## LETTER OF AGREEMENT

The Northview Board of Education and the Northview Education Association jointly agree that during the current life of this contract, the guidance counselors (grades 5-12) will be paid for extra duty time either before or after the regularly scheduled school calendar at the following rate:

Up to two weeks of extra duty will be paid at the per diem rate of the employee's salary.

If you believe this letter accurately summarizes our understanding and agreement, please sign below where indicated. Thank you for your continued cooperation.

Date: June 30, 2016

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President, Northview Education Association

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Superintendent, Northview Public Schools

Original letter dated February 10, 2000.

2<sup>nd</sup> letter dated Aug. 15, 2003

Third letter dated May 30, 2007

Fourth letter dated May 27, 2010

Fifth letter dated June 8, 2011

Sixth letter dated March 22, 2013

Seventh letter dated June 30, 2016

## LETTER OF AGREEMENT

The Northview Board of Education and the Northview Education Association jointly agree that during the current life of this contract, a voluntary sick leave bank process will be established as follows:

- Employees will be notified of the opportunity to voluntarily submit their names to be drawn in the event that another employee is in need of additional sick time leave related to a critical illness.
- Human Resources and the Office of the Superintendent will review each request for the need for additional sick time from the respective employee.
- Each employee who has indicated they will participate would be notified that a random drawing of names will be conducted until the amount of needed sick time is reached.
- The employee will submit an electronic notice (email) that notifies payroll that one sick day may be deducted from their sick leave bank.
- Employees may rescind their intent to participate at any time.

Date: June 30, 2016

\_\_\_\_\_  
President, Northview Education Association

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Superintendent, Northview Public Schools

Original letter dated May 27, 2010

Second letter dated June 8, 2011

Third letter dated March 22, 2013

Fourth letter dated June 30, 2016

# FREQUENTLY ASKED QUESTIONS

## 1. What are my rights?

Until just a few years ago, pregnant women were forced onto unpaid leave or even fired. Even in benign cases, women routinely lost their seniority rights. Thanks to many lawsuits and court cases (including many filed by MEA) women who become pregnant are treated as any other employee with a pending period of disability. In general, women who give birth now enjoy the same rights as any other worker.

## 2. How much paid sick leave can I use?

The courts have ruled that a women giving birth vaginally is expected to be disabled for about 6 weeks after the delivery and that she may use paid sick leave for that time, if she has it. For a C-section, the recovery period is normally 8 weeks. Therefore, if you have a vaginal delivery during your work year, you can use up to 6 weeks of your paid sick leave after the birth for your recovery (eight weeks for a C-section). Of course, if there are medical complications you can use more.

## 3. What if I do not have enough sick leave?

You can use disability insurance coverage for FMLA (discussed later).

## 4. What about childcare leave?

Childcare leave is provided by your contract. Either the father or mother is eligible to take it. It is also available for adoptions. It is unpaid with no benefits (except for FMLA).

## 5. I gave birth in July. Why can't I use 6 weeks of sick leave when I return in the fall?

The sick leave is for YOUR disability – it is not a childcare leave. If you gave birth in July and had no complications, you are resumed able to work in the fall. You suffered no loss of pay or benefits, nor do you use up sick days.

## 6. What about Family & Medical Leave Act (FMLA)?

The FMLA is a federal law that allows workers who qualify up to 12 weeks UNPAID leave for the birth or adoption, to care for a family member who is sick, or military family leave entitlements. Although the leave is unpaid, the employer must continue to pay your insurance and must hold your job for you. Generally, to be eligible, you must be a full-time employee and have worked at least a year for the employer. Sick leave and FMLA leave run concurrently.

## 7. What if there are complications and I must be out for more than six weeks?

If you are ill or disabled, you may remain out as long as you have accumulated sick days and your doctor certifies you cannot work. If your sick days run out, and you have been out for more than 90 calendar days, you are eligible for long-term disability insurance. It provides 66 2/3% of your pay while you are ill or disabled.

## 8. What about Spring break and Winter break?

Since these are considered unpaid holiday periods, if you are on maternity leave during one of these periods, it does not reduce your pay, nor do you use any sick days. However, it would count as part of your six weeks period of disability. In other words, you don't get to tack on another week if spring break occurs during your 6 weeks recovery period. However, you also do not have to use a week's worth of sick time.

**9. I'm the father and we both work for the same employer. Can I use 6 weeks of sick leave too?**

No. You are not considered disabled. You can use either unpaid childcare leave or FMLA leave.

**10. How do I apply?**

As soon as possible, but at least 30 days before your due date, you should complete a Leave of Absence request form and get certification from your doctor.

**11. Can the employer count leave taken due to pregnancy complications against the 12 weeks of FMLA leave for the birth and care of my child?**

Yes. An eligible employee is entitled to a total of 12 weeks of FMLA leave in a 12-month period. If the employee has to use some of that leave for another reason, including a difficult pregnancy, it may be counted as part of the 12-week FMLA leave entitlement.

**12. Can the employer count time on maternity leave or pregnancy disability as FMLA leave?**

Yes. Pregnancy disability leave or maternity leave for the birth of a child would be considered qualifying FMLA leave for a serious health condition and may be counted in the 12 weeks of leave so long as the employer properly notifies the employee in writing of the designation.

**13. Can my employer refuse to grant me FMLA leave?**

If you are an 'eligible' employee who has met FMLA's notice and certification requirements (and you have not exhausted your FMLA leave entitlement for the year) you may not be denied FMLA leave.