

MASTER AGREEMENT
BETWEEN
NORTHPORT EDUCATION ASSOCIATION
AND
NORTHPORT BOARD OF EDUCATION

2020-2021

2021-2022

2022-2023

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PREAMBLE

AGREEMENT made this 15th day of December, 2020 between the Board of Education the Northport Public School District, Northport, MI hereafter referred to as the "Board" and the Northport Education Association, hereafter referred to as the "Association":

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

WHEREAS, following negotiations during the 2020-2021 school years, certain understandings and agreements have been reached by the Board and the Association, including an annual review of salary and insurance by of the Board and/or the Association; and

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

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

ARTICLE I

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BOARD RIGHTS

- A. The Board, on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and invested in it by the law and Constitution of the State of Michigan and of the United States. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgement and discretion in connection herewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such terms are in conformance with the Constitution and laws of the State of Michigan and Constitution and laws of the United States. It is recognized that it is within the sole discretion of the Board to reduce the educational program and curriculum.

ARTICLE II

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RECOGNITION

- A. The Board hereby recognizes the Northern Michigan Education Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for classroom teachers, media specialist(s) and counselor(s). The term, "classroom teacher," when used hereinafter in the Agreement, shall refer to all certified teaching personnel under contract except substitute teachers not under contract, administrators, and those serving in a supervisory capacity.
- B. The Board agrees not to negotiate with any teachers' organizations other than the Association for the duration of this Agreement.
- C. The Association shall have the right to reasonable use of the school building and equipment, including computers, when scheduled through prescribed channels.

The Association shall be permitted reasonable use of interschool mail delivery, including e-mail. A copy of all materials sent through the interschool mail delivery and e-mail shall be given to the Superintendent.

The Association shall be provided with bulletin board space in each building as arranged with the school Principal, or the immediate supervisor.

The Board agrees to furnish the Association in response to reasonable requests for all available information concerning the financial resources of the District, the preliminary budget, and such other information as will assist the Association in developing programs on behalf of the employees preparing for grievances and for negotiations.

Special conferences for important matters may be arranged by mutual agreement of the parties.

ARTICLE III

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PROFESSIONAL COMPENSATION

- A. The salaries of classroom teachers covered by the Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. The salary schedule is based on the assumption that the teacher will perform more than just a normal teaching assignment during normal teaching hours.
1. If vertical step advancements are negotiated between the Board and the Association, those bargaining unit employees who received an "effective" or "highly effective" overall rating on the last year-end performance evaluation will receive a vertical step advancement.
 2. If a bargaining unit employee receives a "highly effective" rating on the employee's last year-end performance evaluation, the employee will receive a \$1,000 off schedule stipend as merit pay.
 3. The determination of which employee(s) will receive "effective" or "highly effective" evaluation ratings is in the District's sole discretion and is not subject to the grievance procedure.
- B. Schedule B positions are recognized as an integral part of Northport Public School. For extra responsibilities, as identified in Schedule B, the teacher shall be compensated as shown in Schedule B. Schedule B shall not be considered an all-inclusive listing of responsibilities for which extra compensation may be granted. The Board reserves the right to establish additional positions of responsibilities other than those listed in Schedule B and to establish the rate of compensation for the work performed. However, if additional positions which are not in Schedule B should arise during the life of this Agreement, they shall be subject to negotiations between the Board and the Association to establish an equitable pay rate according to existing Schedule B positions. It is expressly understood that tenure status does not apply to Schedule B positions and that such positions may be filled by school employees other than bargaining unit members. All Schedule B positions shall be pre-approved by the Administration.
- C. Payment of regular salary will be made on alternate Friday's beginning with the first Friday in September. Bargaining members shall be notified in September of the date of the last pay for that school year. The bargaining unit member shall designate his/her choice of twenty-one (21) or twenty-six (26) equal payments which shall remain in effect on a continuing basis unless changed in writing by the bargaining unit member prior to September 1 of any particular year. Retiring teachers may elect to receive accrued salary on the last contract day.

D. Deductions of a mandatory nature shall include:

1. Withholding Tax – State and Federal
2. Social Security
3. Retirement
4. Employee contributions towards the employee's medical benefit plan in accordance with PA 152.

Deductions of a voluntary nature (which shall be limited to no more than four (4) per teacher) shall include:

1. Tax sheltered savings and retirement insurance
2. MESSA Insurance options
3. Optional deduction

E. The computation of the teacher's daily wage will be based on the annually agreed calendar days for the duration of this contract.

F. The school calendar shall be negotiated annually between the board and association, meeting the requirements of the State, by June 1st of each year.

G. Half-time or part-time teachers who are required to attend a full day shall be paid for a full day of work.

H. The Board will contribute up to the following amounts toward all medical benefit plan costs for 2021:

- | | | |
|----|------------------------|----------------------|
| 1. | Single subscriber: | \$586.99 per month |
| 2. | Two-person subscriber: | \$1,227.58 per month |
| 3. | Family subscriber: | \$1,600.89 per month |

For 2022 and 2023, Board contributions will be adjusted by the percentage amount authorized by the State Treasurer. Teachers shall pay a portion, as required by law, of their premium share. Teachers shall pay their prescription deductibles.

I. Teachers employed part time shall have health insurance benefits pro-rated on the same fractional basis as for which they are employed. In the event someone resigns for medical reasons or dies, the insurance will be pro-rated.

(Example: 60 of the 187 calendar days worked = $60/187 = 32\% = 4$ months insurance). Resigning for any other reason during the course of the school calendar year will result in the insurance being terminated at the end of the last month of employment.

J. The Board shall pay one hundred (100%) percent of the premiums of the following MESSA coverage for all employees:

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|----|----------------------|------------------------|
| 1. | Negotiated Life: | \$50,000 |
| 2. | Negotiated AD&D: | \$50,000 |
| 3. | Vision: | VSP 3 Plus Platinum |
| 4. | Dental: | Delta Dental 100/90/90 |
| 5. | Long Term Disability | 60% Max \$5,000 |

K. Teachers not electing health insurance may apply up to the single subscriber hard cap per month toward the following Board Insurance Carrier options:

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

Cash in lieu of benefits is only available to eligible unit employees who voluntarily and in writing opt out of health benefits coverage offered under Plan A and who provide documentation to the Board that the employee is enrolled in other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

L. Any amount exceeding the Board's hard cap allowable employer contribution shall be payroll deducted. If a husband and wife are both members of this bargaining unit, no more than one shall elect health insurance coverage. An open enrollment period shall be provided.

M. The counselor and the media specialist shall receive at least 2 (two) paid days at their present daily rate to begin and end school obligations. The Administration will set one extra in-service day at the beginning of each year for orientation of new teachers and may set one (1) extra day for probationary teachers. The dates will be mutually agreed upon by the Administration and the Association by June 1 of each year. New and probationary teachers shall attend and be paid per Diem for a full day and prorated for any day less than a full day.

N. Teachers may be granted an absence with pay for visitations to other schools or attending meetings or conferences of an educational nature. The number of teachers allowed to leave at any one time will be at the discretion of the Administration. Fees, travel, (IRS allowable rate), and other expenses will be paid to the extent that such expenses were given prior approval by the Superintendent. Those teachers attending conferences at the official request of the Administration during evenings, weekends, or summers shall be paid \$25 per hour up to one hundred fifty dollars (\$150.00) per day.

O. Teachers who support their colleagues by providing internal sub coverage and consequentially have no prep hour that day shall be compensated at a rate of \$25 per hour unless the coverage is provided between colleagues to allow for a planned early departure from school or as a result of coverage due to a schedule altered by a school sponsored field trip or activity. This compensation shall be processed during the succeeding payroll and included in the subsequent biweekly pay check.

P. By June 30th, teachers with more than 80 accumulated sick days may sell days back to the district to fund the Sick Bank at a compensation equal to 25% of the teacher's daily rate for each sold unused sick day while maintaining a minimum balance of 80 accumulated sick days. The District reserves the right to not purchase additional days when the Sick Bank balance is 300 days or more.

ARTICLE IV

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TEACHING DAY AND HOURS

- A. The teaching day shall consist of no more than seven (7) clock hours exclusive of the duty-free lunch period.
- B. Teachers shall be in the school building twenty (20) minutes prior to the start of the student day and at their teaching stations or other assigned duty areas at the start of class time. Teachers shall remain in the school building ten (10) minutes after the end of the student day. Teachers will at least have a thirty-five (35) minute duty-free lunch period.
- C. Teachers working less than full-time shall have their salary prorated on the appropriate full-time contract based on student contact time and planning time.
- D. All teachers shall attend two (2) administrative meetings monthly, on the 1st and 3rd Tuesday of the month, unless prior arrangements have been made with the Administration. These meetings will be held on the same days each month unless a change of the day is agreed to by mutual consent of the staff and the appropriate administrator.
- E. All teachers are encouraged to be on the School Improvement Committee on a rotating basis.

ARTICLE V

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TEACHING LOAD AND ASSIGNMENT

- A. Individualized planning time shall be the planning time in the morning starting twenty (20) minutes prior to the start of student day and an additional one (1) full class period during the course of the school day divided into meaningful units. Part time teachers shall be assigned on a pro-rated planning time. During individualized planning time, the teacher shall be devoted to instructional duties.
- B. Elementary lunch recess periods will be duty-free and considered planning time as defined in Section A of this Article.

ARTICLE VI

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CONTINUITY OF OPERATIONS

- A. During the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize, support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of a teacher from his/her position, or stoppage of work or abstinence, in whole or in part, from the full, faithful, or proper performance of the teacher's duties or employment) for any purpose whatsoever.
- B. Personal Business days or sick days will not be used to participate in a strike against another school district.

ARTICLE VII

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VACANCIES AND PROMOTIONS

- A. Whenever any Schedule B position is vacant or created within the district, the Board shall publicize the same by giving written notice of such vacancy to the President of the Association.
- B. Applications must be renewed annually for all Schedule B positions.

ARTICLE VIII

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ABSENCE FROM DUTY

- A. An employee absent from duty due to personal illness shall be paid his/her salary for the period of such absence, not to exceed ten (10) school days in any one school year, except where additional time has been accumulated. Teachers, if requested, must submit a doctor's confirmation of illness after any period in which five (5) continuous working days are missed due to personal illness.

Each employee shall have placed to his/her credit the number of sick leave days not used during the year, and the maximum number of days so accumulated shall be one hundred ten (110) days. Days that are carried over shall not exceed one hundred (100) days. Where accumulated sick leave is exceeded and sick leave bank (see B below) provisions have been exhausted, any further absences will result in full deduction of the prorated salary for the extended period absent (the ratio of days absent to the number of days which teachers are required to be on duty times the annual salary).

- B. A teacher with an extended illness that has used all of the personal sick time available to them may petition the Association President for additional sick time subject to the following provisions:

1. The petition for additional sick time must be in writing and submitted electronically to both the Association President and the Superintendent at least one week prior to exhausting all personal sick days. Exceptions can be made at the discretion of the Association President in the event the member is incapacitated or unable to submit the form.
2. The Association President will convene a committee of a minimum of five (5) members and render a decision within one week of the petition request.
3. The illness/sick time must be defined by a medical doctor in writing and be provided to the Association President and the Superintendent. The Board reserves the right to verify all claims for an extended illness.
4. The petition has been approved by the Northport Education Association Sick Bank Committee based on pre-established criteria as set by the Sick Bank Committee.
5. If the Sick Bank does not have sufficient days banked, the Northport Education Association Sick Bank Committee shall request voluntary sick time contributions from the Association to cover the anticipated extended illness.
6. A teacher with an extended illness may draw a total of no more than 30 school days per school year.
7. The Association agrees to hold the Board harmless in the event of any claim, grievance, or lawsuit regarding any decision of the Association's Sick Bank Committee.

- C. Any teacher who is absent because of injury or disease compensable under Michigan Workers' Compensation Law, shall receive from the Board the difference between allowances under Workers' Compensation Law and the contracted salary for the duration of the illness (during the contract) with no subtraction from sick leave.

- D. Absence without loss of salary shall be allowed, not to exceed ten (10) days, in any school year, for an illness in the immediate family, significant other, and/or foster child that requires the presence of the employee. Such absences shall be deducted from the teacher's sick leave.

- E. Absence without loss of salary shall be allowed, not to exceed ten (10) days, for each incident upon death of a husband, wife, child, and significant other. Absence without loss of salary shall be allowed, not to exceed five (5) days for each incident upon death of a parent, brother, sister, parent-in-law, grandparent, and foster child. Absence without loss of salary shall be allowed, not to exceed three (3) days, for each incident upon death of a close relative or friend. Bereavement will be deducted from sick leave.
- F. Any teacher summoned to jury duty shall be paid his/her full salary provided that the teacher shall return to the school district the earnings received for jury duty less mileage and allowed expenses. The Board reserves the right to request the judicial authority that the teacher be excused.
- G. An absence with pay may be granted at the discretion of the Board for time necessary for appearance in any legal proceeding, which the teacher is required by law to attend, connected with the teacher's employment or with the school system.
- H. Absences without loss of salary will be allowed during the school year for two (2) days for transacting personal business. At the end of each school year, if two personal days remain, one day will be carried over to the next year and the other day will be converted to sick time. If one personal day remains, it will be carried over to the next school year.

Application to use a personal business day(s) shall be made in writing to the Superintendent one week in advance on the appropriate form (except in the event of an emergency when shorter notice may be acceptable). The district may reject requests for personal business days if more than two (2) teachers request the same day for business purposes. Requests will be honored in the order that they are received. Emergencies would take top priority.

- I. An unpaid leave of absence up to one year shall be granted to a teacher for the purpose of providing child care for a newborn or adopted infant under the following conditions:
 - 1. The employee must substitute sick or personal days for unpaid leave days to receive compensation during this leave. If the employee does not have sick or personal days, the employee may request that the Board advance the employee up to 20 sick days. Additional sick days may be advanced at the Superintendent's discretion or through an available sick bank. The employee must return the advanced sick days back to the District at the beginning of each subsequent school year until all advanced Board-provided paid leave time immediately following the birth or adoption of an infant is repaid to the Board. The employee must return a minimum of 20% of the Board advanced sick days per year until the advanced sick days are repaid to the Board.
 - 2. The application for such leave shall be received by the Superintendent no later than thirty (30) calendar days, if possible, prior to the expected date of the commencement of the leave.
 - 3. The child care leave will commence on the first day after the mother has a medical release signed by the doctor to return to work or date of adoption of the child and shall terminate not later than the end of the school year during which the leave is granted. A teacher may be granted an unpaid personal leave for not more than thirty (30) days prior to the expected birth or adoption of said child for the purpose of preparing for the event. Further, at the request of the teacher and in the sole discretion of the Board, the childcare leave may be extended to the end of the year which follows the expiration of the original leave of absence. Illness related to pregnancy shall be compensated under Section A of this article.

4. Barring illness or emergency, failure to return from leave on the agreed upon date shall mean the employee has voluntarily terminated his/her employment.

J. The following conditions shall apply to extended professional growth leaves of absences:

1. Requests for leave shall be in writing.
2. Requests for leaves shall be for study related to the teacher's certification or endorsement or professional growth as determined by the Board of Education.
3. Eligibility shall be based on a minimum of six (6) years continuous employment in the district and having achieved tenure status.
4. All extended leaves shall be limited to one calendar year. Further extensions shall be at the will of the Board.
5. Sick leave days, seniority, and pay step shall be frozen during the time of the leave.
6. Written notice of intention to either return or resign shall be given to the Superintendent 90 days prior to the expiration of the leave.
7. The professional development leave is without pay or benefits.
8. The approval of the leaves shall be at the discretion of the Board.

K. Teachers are responsible for providing adequate lesson plans for substitutes whether or not an absence is anticipated.

L. Any employee absent because of an extended or serious illness ten (10) or more consecutive days shall present to the Board or its representative, prior to his/her return to service, a statement from a licensed physician, physician assistant, or nurse practitioner indicating that he/she has recovered from the illness and may return to duty.

ARTICLE IX

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RETIREMENT

- A. Upon retirement from teaching, a teacher will be eligible to receive a daily amount equal to 25% of daily terminal rate for each unused sick day up to One Hundred (100) days, subject to the following conditions:
 - 1. The teacher is receiving benefits from the Michigan Public Schools Retirement System.
 - 2. Laid-off teachers are ineligible for this benefit unless they resign and are eligible to receive benefits from the Michigan Public Schools Employee's Retirement System.
- B. The Board reserves the right to negotiate with individual members of the NEA to provide early retirement. Such negotiations shall not be precedent setting.

ARTICLE X

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PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative and the Board shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. Time lost by a teacher in connection with any incident covered by this Article shall not be charged against the teacher unless the teacher is adjudged guilty of a crime by a court of competent jurisdiction or where the District finds that the teacher engaged in misconduct.
- D. Teachers shall be notified when essential supplies they have requested have not been ordered. Teachers have the responsibility of indicating which supplies on the annual order are essential.
- E. A copy of any adverse item being placed in a teacher's file must be given to the teacher at the time of the filing.
- F. In the event that the District receives a Freedom of Information Act (FOIA) request for the personnel files(s) of any teachers(s), the District shall immediately notify the teacher(s). The teacher(s) will be provided an opportunity to review the contents before the release of the information.

ARTICLE XI

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NEGOTIATION PROCEDURES

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

ARTICLE XII

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GRIEVANCE PROCEDURE

- A. A grievance is defined as an alleged violation of a specific article or section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the following grievance procedure.
1. It is expressly understood that no tenured teacher shall use the grievance procedure to dispute any action of the Board which is appealable to the State Tenure Commission.
 2. The failure to employ or reemploy any teacher to a position on Schedule B shall not be the basis for a grievance.
 3. Any grievance concerning a prohibited bargaining subject under Public Employee Relations Act (PERA) shall not advance to arbitration.
 4. The arbitrator shall have no power to change any Board practice, policy, or rule or substitute his judgement for that of the Board's as to the reasonableness of any practice, policy, rule, or any action taken by the Board."
- B. An individual teacher shall have the right at any time to present a grievance as herein defined and to have the grievance fully adjusted without intervention of the Association or its representatives, as long as the adjustment is not inconsistent with the terms of this Agreement.
1. (Step 1) Within five working days of the time of grievance arises, the teacher or the Association will present, during lunch periods or after working hours, a grievance to the appropriate administrator involved. Within four working days after presentation of the grievance, the administrator shall give his/her answer orally to the teacher. From June 1 to August 31, every effort will be made to resolve the grievance in a timely manner.
 2. (Step 2) If the grievance is not resolved in Step 1, the Association may, within five (5) working days of receipt of the administrator's answer, submit to the Superintendent a written "Statement of Grievance" signed by the teacher. A copy shall be given to the administrator at the same time. The "Statement of Grievance" shall name the teacher involved; shall identify all provisions of the Agreement alleged to be in violation by appropriate reference; shall state the contention of the teacher and of the Association with respect to these provisions; and shall indicate the relief requested. The Superintendent, or his/her designated representative, shall give the Association an answer in writing no later than five (5) working days after receipt of the written grievance. If further investigation is required, additional time may be allowed by mutual agreement of the parties.
 3. (Step 3) If the grievance is not resolved in Step 2, the Superintendent, or his/her designated representative, and the teacher or representative of the Association shall meet, after working hours, within a reasonable time, not to exceed seven (7) calendar days, unless a longer time is mutually agreed upon between the parties, to discuss the grievance.

4. (Step 4) If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step 3, the Association representative may, within three (3) working days of said meeting, submit the grievance to the Board of Education, in writing, and with a copy of said grievance served on the Superintendent. The Board of Education shall give the Association representative an answer, in writing, no later than ten (10) working days after the next regularly-scheduled board meeting.
5. If a satisfactory disposition of a grievance is not made as a result of the meeting provided for in Step 4, the Association shall have the right to appeal the dispute to the Michigan Bureau of Employment Relations for mediation. Submission shall be made not later than fifteen (15) days following receipt of the answer of the Board of Education.
6. Any alleged violation of a specific article or section of this Agreement, which has not been satisfactorily settled under the above grievance procedure may be referred to arbitration by the Board of Education or the Association within ten (10) calendar days after mediation. The arbitrator shall interpret and construe all the provisions of this contract, but shall not have the right to change, alter, or add to any provisions of the contract, or provide monetary relief other than lost pay or benefits. Arbitration shall be accomplished by either party requesting an arbitrator in accordance to the rules of the American Arbitration Association. The decision shall be final and binding on both parties for and during the term of this Agreement, unless appealed to the local Circuit Court. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

- C. Any grievance not advanced in the next step by the Association within the time limit in that step, or if no time limit is specified within five (5) working days, shall be deemed abandoned. Time limits may be extended by the Board of Education and the Association in writing. The new date shall prevail.
- D. Any grievance occurring during the period between the termination date of this Agreement and the ratification of any subsequent Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

ARTICLE XIII

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TEACHER RESPONSIBILITIES AND PLANNING

- A. Teachers shall be responsible for the supervision of school property and for the supervision of all students at all grade levels during the contractual school day. Supervision shall include, but not be limited to, assuring the halls are monitored during passing times, students are not in a room alone, attending to unexplained noises outside one's classroom, actively monitoring students during assemblies, and enforcing student handbook policies. It shall be the responsibility of all teachers to interpret the programs of the school to the community in ways which will improve the public's understanding of purposes and procedures so as to encourage the community's involvement and support. Confidential matters will not be discussed with individuals that have no professional need to know nor within the hearing of students.
- B. Teachers' weekly lesson plans shall be prepared prior to the start of the school week. Daily lesson plans shall reflect Michigan and Board approved standards, as appropriate.
- C. The Superintendent may, at his/her discretion, allow school time for curriculum development so that committee chairpersons and/or committee members may perform their tasks.
- D. Kindergarten – fifth grade shall complete quarterly report cards. Sixth – twelfth grade shall complete quarterly report cards and interim progress reports at the mid-points of each quarter for students with grades below 70%.

ARTICLE XIV

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IMPLEMENTATION

- A. This Agreement shall supersede any rules, regulations, or practices of the Board and the Association which shall be contrary to or inconsistent with its terms. This Agreement, as well as any Board Policies and/or Guidelines shall likewise supersede any contrary or inconsistent terms contained in any individual classroom teacher contracts heretofore in effect. All future individual classroom teacher contracts shall be made expressly subject to the terms of this Agreement and Board Policy/Guidelines. These provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. This Agreement shall be posted to the District's website.
- C. If any provision or any application of the Agreement to any employee, group of employees, or the Board shall be found contrary to law, then such provisions or application shall be deemed null and void, but other provisions or applications shall continue in full force and effect.
- D. Nothing contained in this Agreement shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws, the Michigan Public Employment Relations Act, or other applicable laws and regulations. The rights granted to teachers in this Agreement shall be deemed to be in addition to those provided in the above stated laws.
- E. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and without qualification waives the right and each agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XV

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PROFESSIONAL DEVELOPMENT

- A. Upon successful completion of course work (grade B or better), and prior approval of the Administration, the Board will pay up to \$1000, or the cost of one course – whichever is less, and textbook cost, not to exceed a textbook cost of one hundred (\$100.00) dollars, each year. The credits earned must be from a college offering recognized courses of teacher education. The District will provide Professional Development grants to other staff members at least equal to the total cost of the tuition costs.
- B. After attending a conference at Board expense and prior to being eligible for reimbursement of expenses, teachers shall submit a written report to the administration or make an oral presentation to the Board of Education at a mutually-agreed-upon, regularly-scheduled board meeting. The Superintendent may waive this requirement.

ARTICLE XVI

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SENIORITY

- A. Seniority shall be defined as the length of continuous service with the Northport Public School. Probationary teachers do not have seniority. Once they acquire tenure, seniority will then relate back to the original date of hire.
 - 1. In the circumstance of more than one teacher having the same effective date of employment, the dates of individual contracts shall be used.
 - 2. A teacher who leaves the teaching profession, but remains an employee of the school district, shall forfeit any seniority rights under this Agreement.
- B. No later than thirty (30) calendar days following the ratification of this Agreement, and by September 30 thereafter, the Board shall prepare and post seniority lists. It is recognized that it is within the sole discretion of the Board to reduce the educational program and curriculum.

ARTICLE XVII

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DURATION AND RATIFICATION OF AGREEMENT

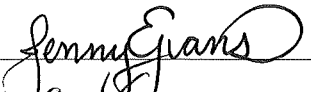
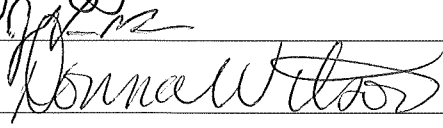
An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4.

- A. This agreement dated December 15, 2020 shall continue in full force and effect without change until June 30, 2023.
- B. Either party may, by prior written notice given at least 60 days, and not more than 120 days, before June 30, 2023, demand negotiations with respect to provisions of this contract. After such written notice is given, the parties shall meet to discuss the matter and if they fail to reach agreement by the dates above set forth, either party may request, and the parties shall follow, the procedures for resolution of impasses set forth in Article 379 of the Public Acts of 1965, which procedure shall be exclusive.

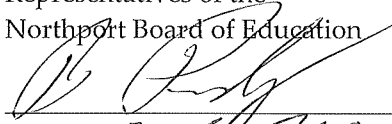
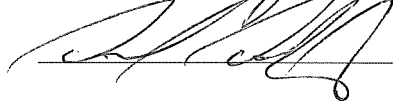
RATIFICATION

DATE OF RATIFICATION: February 8, 2021

Representatives of the
Northport Education Association

Representatives of the
Northport Board of Education

APPENDICES

SALARY SCHEDULE A

SCHEDULE B

SCHOOL CALENDAR

SENIORITY LIST

SCHEDULE A
NORTHPORT PUBLIC SCHOOL
TEACHER SALARY
2020-21

Step	BA	BA+18	MA	MA+30
1	40,391	41,866	43,391	44,978
2	42,188	43,727	45,324	46,976
3	44,065	45,675	47,342	49,069
4	46,027	47,704	49,449	51,254
5	48,076	49,829	51,650	53,533
6	50,214	52,047	53,946	55,916
7	52,449	54,364	56,349	58,403
8	-	56,783	58,854	61,002
9	-	59,308	61,473	63,717
10	-	61,949	64,209	66,554
11	-	64,706	67,064	69,515
12	-	67,582	70,052	72,609
L1*	-	70,589	73,170	75,840
L2**	-	-	73,901	76,599
L3***	-	-	74,640	77,365
L4****	-	-	75,387	78,138

* 13, 14, 15 years of credited service

** 16, 17, 18 years of credited service

*** 19, 20, 21 years of credited service

**** 22 years and over of credited service

Advancement of the salary shall occur as of September 1 of the contract year, following completion of no less than one full semester of service as a full-time teacher.

A teacher that has served one full year will be advanced one step on the salary schedule.

A teacher that has served one semester will advance one-half (1/2) step on the salary schedule.

Lane change will occur at the start of the semester following the completion of educational requirements.

SCHEDULE A
NORTHPORT PUBLIC SCHOOL
TEACHER SALARY
2021-22

Step	BA	BA+18	MA	MA+30
1	41,541	43,016	44,541	46,128
2	43,338	44,877	46,474	48,126
3	45,215	46,825	48,492	50,219
4	47,177	48,854	50,599	52,404
5	49,226	50,979	52,800	54,683
6	51,364	53,197	55,096	57,066
7	53,599	55,514	57,499	59,553
8	-	57,933	60,004	62,152
9	-	60,458	62,623	64,867
10	-	63,099	65,359	67,704
11	-	65,856	68,214	70,665
12	-	68,732	71,202	73,759
L1*	-	71,739	74,320	76,990
L2**	-	-	75,051	77,749
L3***	-	-	75,790	78,515
L4****	-	-	76,537	79,288

* 13, 14, 15 years of credited service

** 16, 17, 18 years of credited service

*** 19, 20, 21 years of credited service

**** 22 years and over of credited service

Advancement of the salary shall occur as of September 1 of the contract year, following completion of no less than one full semester of service as a full-time teacher.

A teacher that has served one full year will be advanced one step on the salary schedule.

A teacher that has served one semester will advance one-half (1/2) step on the salary schedule.

Lane change will occur at the start of the semester following the completion of educational requirements.

SCHEDULE A
NORTHPORT PUBLIC SCHOOL
TEACHER SALARY
2022-23

Step	BA	BA+18	MA	MA+30
1	42,691	44,166	45,691	47,278
2	44,488	46,027	47,624	49,276
3	46,365	47,975	49,642	51,369
4	48,327	50,004	51,749	53,554
5	50,376	52,129	53,950	55,833
6	52,514	54,347	56,246	58,216
7	54,749	56,664	58,649	60,703
8	-	59,083	61,154	63,302
9	-	61,608	63,773	66,017
10	-	64,249	66,509	68,854
11	-	67,006	69,364	71,815
12	-	69,882	72,352	74,909
L1*	-	72,889	75,470	78,140
L2**	-	-	76,201	78,899
L3***	-	-	76,940	79,665
L4****	-	-	77,687	80,438

* 13, 14, 15 years of credited service

** 16, 17, 18 years of credited service

*** 19, 20, 21 years of credited service

**** 22 years and over of credited service

Advancement of the salary shall occur as of September 1 of the contract year, following completion of no less than one full semester of service as a full-time teacher.

A teacher that has served one full year will be advanced one step on the salary schedule.

A teacher that has served one semester will advance one-half (1/2) step on the salary schedule.

Lane change will occur at the start of the semester following the completion of educational requirements.

SCHEDULE B

Percentage calculations for this schedule will be based on the BA level of Salary Schedule A. Credit will be given only for experience in the particular assignment while teaching at Northport. EXAMPLE: A varsity basketball coach with two years' experience here would receive 10% on Step 3 on the BA level of the salary schedule. Credit may be given for five (5) years out-of-district experience.

ATHLETICS

	<u>PERCENTAGE</u>
Varsity Basketball Coach	11%
J.V./ Assistant Varsity Basketball Coach	7%
Varsity Soccer Coach	9%
Assistant Soccer Coach	5%
Varsity Volleyball Coach	11%
J.V. / Assistant Varsity Volleyball Coach	6%
Middle School Sports	3%
Elementary Sports	3%
Athletic Director	11%
Athletic Scheduler	6%

ADVISORSHIPS

Senior Project Coordinator	2%
Senior Project Coach	2% per student up to 3 students
Senior Project Readers	2% per 12 papers
Middle School Advisors	1.5% per class
9-10 Grade Advisors	2% per class
11-12 Grade Advisors	4% per class
Student Government	4%
Close-Up	3%
Plays/Musicals Class – Equivalent to 3 Acts	3%
Plays/Musicals Club – Equivalent to 3 Acts	8%
NWEA Coordinator	3%
National Honor Society	3%
Mentor Teacher	2%
MVHS Mentor	1% (1-2 students) *
Science Olympiad	3%
Robotics	3.75%
National Art Honor Society	3%

STIPENDED POSITIONS

Game Manager	\$25.00 per hour (3-hour minimum per event)
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School Improvement Committee work outside of normal school hours:

Chairperson	\$25.00 per meeting
Committee members	\$15.00 per meeting

Agenda, minutes, and member attendance shall be kept by the chairperson. Members will be paid at the end of each semester upon the chairperson's request.

Afterhours Field Trip

Field trips that extend beyond the school day, including overnight, may include a stipend up to \$25.00 per hour with a maximum of \$100 per day per chaperone. The request for the stipend(s), including the total cost of the stipend(s), shall be included in the field trip proposal to be presented to the Superintendent or School Board when seeking approval. As with all field trips, the Superintendent and Board reserve the right to not approve field trips for any reason, including cost.

* This compensation is available per semester to individuals who mentor, which includes checking grades, meeting with the student(s), advocating on behalf of the student(s) but is not available to individuals who merely supervise, or house students in their space, nor is it available to individuals who have a schedule with dedicated time scheduled for this purpose.

If any Schedule B position is shared equally with another/others, pay will be divided by the number of people sharing the responsibilities.

CALENDAR

Any student instruction days lost due to "Acts of God" (snow, ice, fog, epidemic, etc.) will only be rescheduled in order to comply with the minimum requirements for days and/or hours according to the State of Michigan. The rescheduling of such days and/or hours shall be mutually agreed upon between the Board and the Association.

SENIORITY LIST

LENGTH OF CONTINUOUS SERVICE

7/29/96	Elizabeth Lint
7/29/96	Dan Stowe
8/17/05	Jennifer Evans
11/26/07	Donna Wilson
7/21/08	Scott Martin
7/20/09	Peter Morio
7/20/09	Beth Stowe
8/30/11	Joshua VanderMeulen
9/5/11	Alexia Post
4/25/14	Corrine Wetherbee
9/2/16	Erin Anderson
9/26/16	Laura Bond
8/10/17	Jacqueline Leyva
10/9/17	Carrie Wadas
8/28/18	Andrew Smith
8/28/18	Alicia Gutowski
7/9/19	Danielle Wheelock
9/1/20	Heather Nowland
9/1/20	Kyle Locke
9/1/20	Corrine Chandler