AN AGREEMENT BETWEEN

THE NEWAYGO EDUCATION ASSOCIATION AND

THE NEWAYGO PUBLIC SCHOOLS BOARD OF EDUCATION

2026-2028

TABLE OF CONTENTS PAGE

Article 1	Recognition	3
Article 2	Teacher Rights	3
Article 3	Board Rights	5
Article 4	Board's Responsibilities	6
Article 5	Professional Compensation	6
Article 6	Teaching Hours	6
Article 7	Teaching Loads and Assignments	7
Article 8	Vacancies and Promotions	8
Article 9	Teaching Conditions	10
Article 10	Layoff and Recall	11
Article 11	Teaching Conditions and Responsibilities	13
Article 12	Leave Pay	14
Article 13	Leaves of Absence	15
Article 14	Teacher Performance	17
Article 15	Protection of Teachers	20
Article 16	Negotiation Procedures	21
Article 17	Grievance Procedure	21
Article 18	School Improvement Committees	22
Article 19	Continuity of Operations	22
Article 20	Miscellaneous	25
Article 21	Insurance	26
	Extra-Curricular/Schedule B	28
	School Calendar	32
	Salary Schedule	35
	Duration	38

PROFESSIONAL EDUCATION AGREEMENT BETWEEN

BOARD OF EDUCATION OF NEWAYGO PUBLIC SCHOOLS AND NEWAYGO EDUCATION ASSOCIATION

This agreement entered into this 1st day of July, 2026 by and between the Board of Education of the Newaygo Public Schools of Newaygo, Michigan, hereinafter called the "Board" and the Newaygo Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Newaygo is their mutual aim and that the character of such education depends basically upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulation of educational policies and programs designed to improve educational standards, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to become policy.

INCONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. The Board recognizes the Association as the exclusive bargaining representative as defined in Sec. II of Act 379 Public Acts of 1965. Excluded are all administrative, supervisory and executive personnel. The term "teacher", when used hereinafter in the agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined and references to male teachers shall include female teachers.

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

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.

C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations, and the
U.S. Constitution as well as the Constitution of the State of Michigan. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE 2

TEACHER RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement.

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this agreement.

C. The Association and its members shall have the right to use school building facilities, providing it does not interfere with normal school functions, at all reasonable hours for meetings, with permission of the building principal. Bulletin boards in faculty rooms and other established media of communication shall be made available to the Association and its members for information and announcements.

D. The Board agrees to furnish to the Association in response to written request, all available public information concerning the financial resources of the district, tentative budgetary

requirements and allocations and such public information which may be necessary to assist the Association to bargain collectively with the school with respect to wages, hours and other terms and conditions of employment.

E. Each teacher shall have the right to review the contents of his personnel file at the convenience and under the supervision of the administration, with the exception of confidential information such as letters of recommendation obtained at the time of hiring. The teachers' personnel files shall be confidential and treated as such.

1. No "verbal warnings" shall be contained in the personnel file. Any such warning deemed a "verbal warning" shall be communicated to the individual, and there shall be no written record of such in the employee's personnel file.

2. No material, including but not limited to student, parental, or school personnel complaints originating after initial employment, will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material **and the material has been substantiated**.

F. A teacher shall be notified in writing whenever the Board and/or its administrative agents receive a request under the Michigan Freedom of Information Act, MCL 15.231 *et seq.*, for disclosure of documents concerning that teacher. The Association shall be advised of the receipt of the request within two (2) working days of the teacher being notified, unless the teacher notified the Superintendent that he/she does not want the Association so advised. In the event that the Board and/or its administrative agents disclose any documents, a copy of said documents shall also be furnished to the teacher so that the teacher is aware of the documents disclosed. The Association shall also be furnished a copy of the documents disclosed unless the teacher notifies the Superintendent that he/she does not want the Association to be furnished copies.

G. Association Representation: The employer shall offer association representation to the employee in any case where an allegation has been made against the employee by a parent, student, or colleague that is the subject of the meeting or if the administration suspects the employee may have committed some offense. The association representative shall be informed of the subject matter of any meeting a bargaining unit employee is required to attend in advance of the meeting and shall be permitted to meet privately with the employee in advance of such a required meeting. The employee shall be entitled to the specific representative of their choice, but if that person is not immediately available, the meeting will not be unreasonably delayed. If an employee is offered representation and declines, they must sign a waiver of that right and may revoke that waiver and insist on representation at any time.

H. Just Cause: No bargaining unit member shall be disciplined without reasonable and just cause. The term "discipline"; as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; discharges; nonrenewal of probationary bargaining unit members, including bargaining unit members deemed to be in a period of probation under the Michigan Teacher's Tenure Act; or other actions of disciplinary nature. Any such discipline, or adverse evaluation of bargaining unit member performance, shall be subject to the grievance procedure, hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Association no later than the time discipline is imposed.
For discipline that involves the discharge or demotion of a tenured teacher or the non-renewal of a probationary teacher, the mandates, standards and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., shall apply. This paragraph does not limit any reasonable and just cause rights attributable to the failure to properly comply with the annual

evaluation requirements and provisions of this Agreement that are not governed by the Michigan Teachers' Tenure Act.

ARTICLE 3

BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, of their dismissal or demotions; and to promote, and transfer all such employees;

3. To establish grades and courses of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board; To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

4. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect to administrative and non-teaching activities and the terms and conditions of employment. The school calendars will be negotiated for the duration of the contract.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States. The foregoing is also subject to Act 379 in the specific provisions of the agreement.

ARTICLE 4

BOARD'S RESPONSIBILITIES

A. Copies of the finalized agreement shall be provided electronically.

B. Loss to teachers' property due to vandalism during the regular school day or while attending required school functions will be paid by the Board unless covered by personal insurance or school insurance, or due to gross negligence by the teacher as determined jointly by the Board and the Association.

C. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment and audiovisual equipment, computers, art supplies, current periodicals, standard tests and questionnaires, and similar materials are tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and means and methods of instruction and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to

keep the schools reasonably and properly equipped and maintained to the best of their ability.

D. Only adult secretarial help may handle teachers' private records.

ARTICLE 5

PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this agreement are set forth in Article 21 of this agreement. Such salaries shall remain in effect during the term of this agreement unless revised by mutual agreement.

B. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

C. The maximum of two days will be allowed per year for teachers to attend educational meetings in their field. Registration fee, travel, lodging and meals will be an expense of the Board when prior arrangements have been made through the superintendent's office. Arrangements for all meetings as well as a substitute shall be made in advance.

D. Association days - At the beginning of every school year, the Association shall be credited with eight (8) days to be used by teachers who are officers or agents of the Association. The Association shall bear the cost of a substitute teacher for the last four (4) days taken. The Association agrees to notify the administration no less than forty-eight (48) hours in advance of the taking of any Association day.

E. Teachers traveling between buildings as part of their teaching responsibilities during the school day shall be reimbursed at the U.S. Internal Revenue Service authorized rate.

F. 1. Any teacher working less than full time shall receive benefits on a pro rata basis.

2. Any teacher who teaches half(½) time or more, shall receive full credit on the salary schedule.

ARTICLE 6

TEACHING HOURS

A. The length of the school day will be 7 hours and 20 minutes that includes a minimum of a thirty minute duty-free uninterrupted lunch period. Elementary teachers will receive a 35 minute lunch break which means their total day will be 7 hours and 25 minutes.

1. Teacher report times for each building will be:
    1) Elementary 8:01
    2) Middle School 7:59
    3) High School 7:52

*not part of language, but note that instruction would start 10 minutes after teachers' report time at each building. At the elementary school, students would be entering classrooms to eat breakfast at teacher report time.

2. Teachers will have 5 minutes after student instructional day for teacher preparation. Teachers are expected to be prepared to begin instruction on schedule and to supervise students during their dismissal from the buildings. On Fridays and days preceding holidays or vacations, teachers may leave as soon as classrooms and halls are clear of students.

B. Teachers who find it necessary to leave school during the school day, other than during their duty-free lunch, shall receive permission from their building principal.

C. A playground supervisor will be provided for all recess periods, relieving the teacher of this duty. Elementary teachers will meet their students at building entrances after recesses and supervise them as they return to their classrooms.

D. Attendance at necessary building meetings which are held after the regular school day shall be subject to the following restrictions (below language to be adjusted as agreed upon June 9 and after)

i) Teachers may be required to attend 3 staff meetings for the school year, not to exceed 60 minutes in length, unless additional meetings are mutually agreed upon for emergency or school improvement purposes.

ii) Meetings will begin as soon as possible after dismissal, but no later than fifteen (15) minutes of student dismissal

iii) The meeting schedule will be published at the beginning of each semester. In the case of required building-wide emergency meetings, staff shall receive as much advance notice as possible.

iv) These meetings shall be focused on instructional practices, data, school improvement efforts, climate & culture, and district communication.

1. Necessary regular building staff meetings may be called by the principal. Notification of such meetings shall be given at least two (2) days in advance unless there are unusual circumstances. An agenda for each meeting shall be given at least one (1) day in advance. Such meetings shall not last more than one (1) hour nor be held more than (3) times per year.
2. The district will provide up to thirty (30) one hour Early Release Wednesdays per school year for the purpose of Professional Learning Communities (PLCs) and school improvement collaboration. *NEA agreed as long as "1 hour" is still included.

ARTICLE 7

TEACHING LOADS AND ASSIGNMENTS

"Assignment" shall refer to the grade level(s) taught by an elementary teacher and/or subject areas taught by a secondary teacher.

A. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily or for good cause, outside the scope of their teaching certificates or their major or minor field of study.

B. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by their principals as soon as practicable and prior to July 1. In making such changes, consideration will be given to the desire and wishes of the teacher, but the Board reserves the right to make the final decision. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

C. All teachers in grades 6-8 shall receive a minimum of a class period for preparation work daily. All teachers in grades 9-12 shall receive a minimum of a class period for preparation work daily. Teachers with laboratory courses should have access to the laboratory for preparation during such work period. A conference or preparation period, recess, etc., shall be used (beyond a normal break period of 10-15 minutes) for lesson planning, conferences with students, consultations with parents and other similar endeavors which will improve education in the Newaygo Public Schools.

D. All teachers in grades 1-5 shall receive a minimum of a daily fifty (50) consecutive minutes for classroom preparation provided instruction and/or supervision of students in special subject areas/activities, including but not limited to art, physical education, etc., is available. If, for some reason, these subjects/activities cannot be provided, the issue of grade 1-5 classroom teacher preparation time will be revisited by meetings between the NEA and the Board of Education to seek alternative options.

All day Kindergarten classroom teachers will receive a minimum of a daily fifty (50) consecutive minutes for classroom preparation provided instruction and/or supervision of students in special subject areas/activities, including but not limited to a1t, physical education, etc., is available. If, for some reason, these subjects/activities cannot be provided, the issue of full day kindergarten teachers' classroom preparation time will be revisited by meetings between the NEA and the Board of Education to seek alternative options.

Half day Kindergarten classroom teachers will receive a minimum of two twenty-five, (25), consecutive minutes for classroom preparation daily, provided instruction and/or supervision of students in special subject areas/activities, including but not limited to art, physical education, etc., is available. If, for some reason, these subjects/activities cannot be provided, the issue of half day kindergarten teachers' classroom preparation time will be revisited by meetings between the NEA and the Board of Education to seek alternative options.

E. If the administration schedules a teacher (with the consent of the teacher) to teach an extra class K-5, said teacher shall be compensated at the rate of 22.5 percent of his/her annual salary adjusted for the period of time said class was taught during the school year. Should a teacher in grades 6-12 be asked to teach an extra class under these circumstances, said teacher shall be compensated at the rate of 16.7%, (8.3% per semester), of his/her annual salary adjusted for the period of time said class was taught during the school year.

F. Teachers will be communicated with in a timely manner from administration of what classes they are expected to teach and the expectations of any newly created courses specifically in grades 5-12. Timely will be defined as a minimum of 2 weeks. However, if a new curriculum needs to be created or a course that has not been taught by the teacher is going to be part of their work day, there needs to be a minimum of 4 weeks notice. Administration will be given flexibility if changes arise due to numbers or space.

G. A minimum of 3 days notice will be given for any meetings that require staff to miss class and therefore create sub plans and have a sub arranged.

ARTICLE 8

VACANCIES AND PROMOTIONS

A "vacancy" shall be defined as a position that is included within this agreement, anticipated to be without an incumbent for at least one full school year and, when filled will result in:

1. an individual who is laid off returning to the employ of the school district,

2. the employment of a teacher, who had not been in the continuous employment of the school district, in a bargaining unit position, or,

3. a teacher employed as a bargaining unit member being placed and/or assigned to that position per paragraphs B & C below with another vacancy occurring.

A. Any vacancy that occurs after the beginning of the school year shall be considered a Temporary Vacancy and may be filled temporarily for that school year only. If the position is to continue beyond the initial school year, it shall be posted and filled in accordance with the provisions for filling vacancies outlined below.

B. Whenever any vacancy in a teaching position occurs prior to August 1 or at any time with an extra activity, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No such vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy has been posted for at least five (5) working days.

Whenever any vacancy in a teaching position occurs between August 1 and the first day of instruction, the Board shall only have a two (2) working day obligation to publicize the vacancy. Whenever any vacancy in a teaching position occurs after the first day of student instruction but before the end of that school year, the Board shall have a five (5) working day obligation to publicize the vacancy. If a teacher covered by the provisions of this agreement is awarded such a vacancy, the Board will have the option to either:

1. immediately reassign the teacher to the vacant position, or,

2. make the assignment of the vacant position to the teacher effective at the beginning of the subsequent school year.

(If the Board chooses to make the assignment of the teacher to the vacancy at the beginning of the subsequent school year, then the Board may fill the vacancy for the remainder of the school year with a temporary appointment.)

3. The teacher's number of years teaching in the grade level or subject area within the district. Partial year teaching in a grade level or subject area shall be credited with a fractional percentage of that year taught, rounded to the nearest 1/10th.
   a. Grade level credit for teaching in grades Pre-K through 5 shall count towards any "elementary vacancy."

   b. Subject level credit shall be defined as any position relevant to the subject included in the vacancy (e.g.: Math, Science, English, Social Studies, etc.)

   A teacher who is assigned classes in multiple subject areas for any given year shall be credited with one (1) year of teaching experience in each of those subject areas during each of those years (or fractional credit as outlined above for partial year experience).

4. Applicants awarded the position must have at least seventy-five percent (75%) of their year-end evaluations as a bargaining unit employee rated as "highly effective" or "effective". In the event no internal applicant meets this criterion, then this requirement shall not apply, and the most experienced internal applicant shall be awarded the position.

5. In the event two (2) or more applicants are tied for the qualification determinations outlined above, the position will be awarded to the employee with the most length of service within the bargaining unit as defined by their Seniority List ranking.

C. Any certified teacher may apply for such vacancy.
*All teachers applying for such vacancies shall receive written documentation as to specific reasons why he/she did or did not receive the vacancy. There will be no obligation to award a teacher an extra duty vacancy if the teacher lacks a basic knowledge, understanding, and/or interest of that extra duty.

D. Teachers desiring a change in position should apply in writing to the superintendent's office.

E Positions that are without an incumbent for less than one full school year, (i.e. openings due to short term or extended illness for less than a full school year, child care leave, etc.), shall not be considered vacancies.

F. A "transfer" shall be defined as either a voluntary or involuntary change in (1) a bargaining unit employee's position or assignment to another position or assignment within the bargaining unit, (2) building assignment, (3) grade level(s) included in an assignment in preK-5, (4) subject area(s) included in an assignment, (5) a non-classroom assignment such as librarian, school counselor, itinerant personnel, etc., or (6) Special Education assignment such as learning disability, emotionally impaired, etc. Transfer awarding of vacancies shall be first governed by the language in Article 8 pertaining to vacancies. Other transfers will be governed by this Section.

1. Involuntary transfers may be affected only for reasonable and just cause. Thirty (30) days' notice is preferred, but in the case of an emergency, 7 days notice will be given, of the intention to transfer specifying the reasons for same and the specific position to be transferred to shall be provided to the affected bargaining unit employee and the Association. Cause for involuntary transfer includes only cause involving the individual's performance or as part of a necessary reduction of force, as determined pursuant to this Agreement to maintain the most senior (if a tiebreaker) qualified staff possible district-wide consistent with the requirements of this Agreement. The specifics of the use of involuntary transfers as part of staff reduction shall be outlined in the Layoff & Recall Article of this Agreement.

2. No bargaining unit employee shall be involuntarily transferred to implement a school improvement plan developed pursuant to any enacted State or Federal Laws unless required by that statute.

G. The Newaygo Education Association is in agreement with administration that if a newly created position, in which the new position is not a graduation requirement, is filled by an internal candidate that was previously teaching subject/courses that are required for graduation, there will be a "Drop Dead Date". If the internal candidate's position is not filled by the drop dead date, the internal candidate would be moved back to their original position.

ARTICLE 9

TEACHING CONDITIONS

The parties recognize that optimum school facilities for both student and teacher are desirable to ensure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective education program, the parties agree that class size shall meet the following standards:

1. Elementary class size

Begindergarten class size limit is 22. At 23 students, a half time aide per day will be provided, if requested. At 25 students, one full-time aide will be provided, if requested.

Grade K-1 Class size limit is 25. At 26 students, a half time aide per day will be provided, if requested. At 28 students, one full-time aide will be provided, if requested.

Grade 2-Class size limit is 26 students. At 27 students, a half-time aide per day will be provided, if requested. At 29 students, one full-time aide will be provided, if requested.

Grades 3-5 Class size limit is 27 students. At 28 students, a half-time aide per day will be provided, if requested. At 30 students, one full-time aide will be provided, if requested.

*If an aide is not available, teachers will be able to put in for overage as outlined in #3 below. Language development rooms shall not exceed twenty (20) students.

2. Secondary class size

Grades 6-8 Class size limit is 30 students. If a class period exceeds 30 students, or 38 students for Physical Education, teachers qualify for an aide for one hour. Aides may not be assigned during the actual overage class time period.

Grades 9-12 Class size limit for all classes excluding Band and Physical Education is 30 students. Class size limit for Physical Education is 38 students. If a class period exceeds 30 students, or 38 students for P.E., teachers qualify for class overage pay.

3. Class Overage Pay will be calculated as follows, not dependent on teacher attendance Grades K-4 $8.00/student/day
Grades 5-12 $2.00/student/class/day
Special Teachers Grades K-4 $2.00/student/class/day

- In the event of substitute teacher shortage, elementary teachers will be paid $10/student for the number of students assigned to their classroom.
- In the event of substitute teacher shortage, teachers, elementary and secondary, will be paid $40 for each class taught, or $20 per 30 minutes for advisory classes.

With the understanding that special education students at grade K-4 are being included with regular education classroom as much as possible, all students on the teachers roster shall count toward their total class size limit.

B. Libraries shall be open for student use during all student attendance days of the school year.

C. Secondary class size - To the extent possible, students shall be equitably distributed among the various classes to which a secondary teacher is assigned.

Elementary class size - To the extent possible, students will be distributed equally among the various classes at each grade level.

D. Special education classes shall not exceed the rules and regulations established by the Special Education Code and the State Department of Education.

E. In addition, no class size shall exceed the number of students that can be accommodated by the facility.

ARTICLE 10

LAYOFF AND RECALL

A. It is understood by the parties that a reduction in staff may be required in the event of a financial emergency, a significant reduction in student enrollment, or a significant reduction in funding. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the following procedures will be used:

1. Non-certified, then probationary certified teachers will be laid off first, provided there are adequately certified and qualified teachers to replace them as allowed by law.

a. Teachers receiving annual evaluations below **developing for two consecutive years** may be considered for layoff.

2. If reduction is still necessary, then tenured teachers will be laid off in inverse order of qualification as defined in Article 8, Section B, providing that such teachers who are retained are adequately certified for the positions they are to fill. If more qualified (per Article 8, Section B) teacher(s) are not available to staff programs to be continued, then the teacher(s) with the next highest qualification may be retained to fill those positions.

B. After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most adequately qualified (per Article 8, Section B).

C. The Association will be notified of the contemplated reduction in personnel at least ten (10) days before the layoff notices are distributed to the teachers. Teachers being laid off shall receive a 60-calendar day notice in writing before the effective date of layoff for layoffs during the summer months and no less than one (1) full semester (trimester if applicable) for layoffs during the school year, but in the case of an emergency, 7 days notice will be given.

D. The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the Board of any change in address.

E. The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualification on file with the Board at the time the layoff occurs. The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.

F. Definit
ions:

1. Certification – Adequately certified shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned.
Further, it is the teacher's responsibility to file such certificates, endorsements, licenses, with the Board. The certification status of a teacher on file with the district shall be considered conclusive for all purposes under this Agreement.

The teacher shall provide written notice to the Board and Association of any change to their certificates, endorsements, or licenses after the original filing of same with the district. This shall include notice of any additional endorsements, certificates, or renewals, as well as expirations, revocations, and any limitations thereon.

2. Qualification – Teachers shall be considered qualified for positions for which they possess the appropriate adequate certification. Further, their degree of "qualified" status for any position in the district shall be determined by the process outlined in Article 8, Section B.

G. A teacher refusing an offer of recall to a position for which the teacher is adequately certified and most qualified per Article 8, Section B and which is equivalent to the one from which they were laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall. The only exemption from this shall be if the teacher is under contract with a different Michigan School District at the time of recall. In such case, the teacher shall have the ability to finish the term of their contract before reporting for duty at the District of Recall. Should the teacher refuse that option, they shall be deemed to have voluntarily quit as set forth above.

H. Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article 21 (Insurance Article) until the end of the following month of the notice of layoff. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

I. Seniority
Seniority is defined as length of unbroken service within the bargaining unit and shall

be computed from the bargaining unit member's first day of contractual obligation, (i.e., the first contracted day that teacher must attend.) Prior to the layoff of any teachers, the seniority list shall be updated. Any teachers who share the same first day of contractual obligation, certification, and qualifications relating to majors or minors or having taught in a subject area in the last three years which would affect their eligibility to move into remaining positions shall have their position on the seniority list determined by the date and, if need be, the actual time on that date, when the Superintendent notified the member of receiving the position.

1. K-12 bargaining unit members shall accrue seniority in K-12 positions only.

2. Time spent on voluntary leaves shall not be construed as a break in continuous service, however, seniority shall not continue to accrue.

3. A seniority list shall be published and posted conspicuously in all buildings of the District by October 15 of each school year. The list will include: name, seniority date, tenured/probationary status, and certification status. Revision and updates of the seniority list and subsequent revisions and updates shall be forwarded to the Association president.

4. All seniority is lost when employment is severed by resignation, retirement, or discharge for cause or employment by the district as a non-bargaining unit member for more than two (2) years. However, seniority is retained for three (3) years if severance of employment is due to layoff.

5. Members may transfer to a non-bargaining unit position with the school District and retain the seniority that they accrued while members of the bargaining unit if they return to a bargaining unit position in two years or less.

6. No person other than a member of the bargaining unit shall possess, retain, or accrue seniority within the bargaining unit.

J. Teachers shall be recalled to employment by registered mail, return receipt requested. A teacher shall be maintained on the recall list for three (3) full school years. A laid off teacher who has become recertified in an alternate subject field or grade level has the right to be placed in a teaching position for which he/she is certified and qualified.

Unemployment Benefits - Effective Date June 1, 2012

The parties agree that in the event the District does lay off any teacher at the end of a school year who is then recalled the succeeding school year without any loss of pay shall reimburse the District for the total cost of unemployment benefits received during the summer denial period. Reimbursement shall be made by payroll deduction in equal amounts throughout the school year in which recall occurred unless the teacher and District mutually agree on a different reimbursement schedule in writing.

ARTICLE 11

TEACHING CONDITIONS AND RESPONSIBILITIES

The parties recognize that the availability of the optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board.

It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. Under no condition shall a teacher be required to drive a school bus as part of his regular assignment.

B. Telephone facilities shall be made available. Long distance calls, not work related, shall be the responsibility of the individual teacher.

C. Teachers shall have a minimum of a 2 hours at the close of the first semester to work on records. Neither the superintendent, principals, nor supervisors will schedule committee, curriculum, or IEP meetings on this half day.

D. When teachers are unavailable for work they shall be responsible for requesting a substitute through the automated Newaygo County Substitute system. This should be done as soon as they know a substitute is needed for their absence. In case of emergencies the teacher should contact the building principal/secretary to notify him/her that a sub will be needed for that day. Teachers are expected back to work the next work day unless they call in again.

E. Chaperon Pay - Any teacher who provides service as a chaperon for a school related function after school hours shall be compensated financially. The function, the chaperon number and chaperon personnel are to be determined by the building principal.

F. Teachers shall be responsible for maintaining valid certification and shall have on file in the school office a transcript of credits.

G. All meetings to be held or use of buildings (after regular school hours) in our school system must be with the knowledge and consent of the building principal.

H. Field trips or other deviation of regular class schedule shall be prearranged with the principal seventy-two (72) hours in advance.

I. Any money making projects must be approved by the building principal. An approval form should be filled out.

J. Lesson Plans

1. All teachers shall have in their room a plan book containing general plans for one (I) week in advance. That week's plans shall be completed prior to the opening of school Monday morning.

2. General plans shall consist of page numbers, goals and a brief description of material or activity to be covered.

3. In a teacher's absence, alternate plans may be used at that teacher's discretion.

4. Copies of lesson plans are due in the principal's office Monday morning.

5. In the event of an absence, teachers must have sub plans and emergency materials readily available in accordance with building procedures.

ARTICLE 12

LEAVE PAY

A. Each full-time teacher in the Newaygo School system is allowed five (5) days bereavement leave with pay in case of death in the immediate family (wife, husband, child, mother, father, sister, brother, grandparent, corresponding in-laws, or one who has stood in that relationship). The first five (5) days of bereavement leave each school year will not count against accumulated sick leave. Subsequent leave under this Article within the same school year will

be deducted from accumulated sick leave. The Superintendent shall have discretion to make exceptions to the immediate family in times of unique situations.
A maximum of three (3) days (non-accumulative) per year shall be allowed for attendance at the funeral services of any person whose relationship to the teacher will warrant such attendance. Days can be used consecutively. Teachers are allowed to charge sick time for travel to funeral if warranted.

B. Each teacher is allotted twelve (12) sick days prior to the beginning of each school year for a maximum of 172 days. The total accumulated will revert back to 160 on June 30 for any teacher above that amount. The number of days that revert back will be paid at $57.50/day. Any determination of misuse of sick leave by a teacher shall be made jointly by the Board and the Association. Dental and doctor emergencies, serious illness of immediate family (as defined in Section A), housing emergencies and non-emergency illness to a member's dependent shall be charged to sick leave. New teachers may not draw on sick leave until at least five (5) days have been worked on their contract.

C. Emergency sick leave for the part-time teacher shall be prorated according to the length of their employment.

D. Borderline cases in reference to section A, B, and C will be left to the discretion of the superintendent.

E. Each teacher shall be allowed three (3) personal days per year non-accumulative to be used within the following restrictions. Teachers shall notify their immediate supervisor, except in cases of emergency, one day in advance of using a personal day

Teachers may use a personal day immediately prior to and/or following a holiday or a scheduled break period within the following terms:
1. To be eligible, teachers must submit a request to the Superintendent, and the Building Principal
2. Additional teachers from the district may be granted such days at the sole discretion of the superintendent.
3. Teachers cannot use a personal day to extend a holiday/scheduled break in successive years.
4. Teachers cannot use a personal day for the first day or last day of school.

- if a teacher were approved for a personal day and the day of instruction is canceled due to an "Act of God", the teacher is not charged for the personal day,
- no more than four (4) teachers may use a personal day concurrently without the approval of the superintendent, and,
- personal days must be used in full or half day increments.
- during the months of May and June, or any in-service day, a personal day shall be used for the transaction of business which cannot be attended to on weekends, outside normal school hours, or during vacation periods. Such days shall include but not be limited to doctor's appointments, personal legal affairs, real estate transactions, child's program, graduations and weddings of immediate family (as defined in paragraph A).
- unused personal days will be rolled into accumulated sick days. (not to exceed 160)

ARTICLE 13

LEAVES OF ABSENCE

A. Any teacher whose illness extends beyond the period compensated under Article 12 shall be granted a leave of absence without pay for such time as is necessary for complete recovery

from such illness. The teacher will be assigned to the same or a substantially equivalent position upon return from the leave. The teacher must have a doctor's statement to verify the need for the leave and to verify that the teacher has been released to return to work. Return from leave shall coincide as closely as possible to the beginning of a new marking period. If the leave encompasses three-quarters of a school year, the teacher shall not return to work until the beginning of the next school year.

B. Military leaves of absence shall be granted in accordance with applicable federal and state law. Teachers on military leave shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.

C. Any other leave of absence shall be charged against pay.

D. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

1. Approved visitation at other schools or for attending educational conferences or conventions in related teaching fields.
2. Time necessary to take the selective service physical examination.
3. Absence when a teacher is called for jury service, and the Board shall pay the difference in pay. (Same to apply whenever a teacher is subpoenaed to attend any proceeding.)

E. Family Medical Leave Act

Eligible teachers are able to take an aggregate of twelve (12) unpaid work weeks of leave during a twelve (12) month period upon written application and approval: (1) for the birth of the employee's child; (2) to care for the newborn child; (3) for placement with the employee of a child for adoption or foster care. This leave shall be available to all teachers, male or female. The leave shall not exceed the remainder of the current semester when the leave begins plus one (1) additional semester, if desired. The teacher has the right to at least twelve weeks leave under FMLA.

The teacher shall, if possible, notify the superintendent in writing at least thirty (30) days prior to the expected leave date so that arrangements can be made for a replacement. The notification for leave shall, as nearly as possible, indicate the beginning and ending dates for the leave.

When the teacher returns from a child care leave, the District will place the teacher in his or her original position or a substantially equivalent position if the teacher returns from the leave within the twelve week FMLA period. After twelve weeks of leave, the District will return the teacher to his or her position unless the position does not exist in which case the teacher will be placed in the position for which the teacher is qualified and certified.

When the teacher establishes a beginning date for the leave through medical certification, that date cannot thereafter be changed unless through new medical certification or in cases of emergency which will be determined on an individual basis by the District. The teacher will be expected to return from the child care leave on the date set for return in the medical certification.

Child care leave shall begin when one of the following events occurs:

1. Where the child care leave is taken so a teacher may give birth, the leave will begin when the teacher provides medical certification that the teacher is no longer able to perform her essential job duties;

2. Where a teacher is taking child care leave because his spouse is pregnant, the leave will begin as specified in medical certification indicating the delivery date or the

actual birth date if earlier;

3. Where the child care leave is for adoption or foster care, the leave will begin on the date when the teacher takes custody of the child or as required through medical or other certification.

A teacher who takes child care leave will have the following options for using sick days:

1. Unpaid leave beginning on the date the child care leave begins;

2. A teacher may use accumulated sick days beginning on the date the child care leave begins. If sick days are exhausted, the rest of the leave is to be unpaid.

3. The teacher may use any portion of his or her accumulated sick days beginning on the date the child care leave begins. After the designated portion of sick days are used, the rest of the leave will be unpaid.

During the first twelve weeks of any child care leave which also qualifies as family medical leave under The Family Medical Leave Act, the teacher's healthcare benefits will be continued.

The District and Association will abide by all other requirements under The Family Medical Leave Act to the extent not changed through the aforementioned policy.

ARTICLE 14

TEACHER PERFORMANCE

A. All monitoring or observation of the work of a teacher shall be conducted in person and with the full knowledge of the teacher. Evaluations shall be conducted by the teacher's immediate supervisor, principal, superintendent or designee.

1. Annual Evaluations
   a. Probationary teachers will be evaluated every year
   b. Tenured teachers who have been rated "highly effective" or "effective for three (3) consecutive year-end evaluations, shall be evaluated every third year thereafter.
      i. If the subsequent year end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.
   c. Shall include specific performance goals identified developed by the **administrator in consultation with the** teacher to improve their effectiveness in the upcoming school year
   d. Are an evaluation of the teacher's job performance with timely and constructive feedback
      i. Teachers shall be notified by September 30th as to who will perform their evaluation and observations for the year.
      ii. The 1st observation shall occur before December 1. There should be **35 school days** between the 1st and 2nd observation. All observations should be complete before May 15.

         1. Care should be given to hold observations during "normal" school days, not testing week, before or after a holiday.

      iii. Feedback should be given within 5 days of the observation and post observation meetings within 10 days.
      iv. The year end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year end evaluation determination.

e. Year end evaluation ratings of "effective", "developing" or "needing support" shall be based upon the following:
    i. 80% of the evaluation will be a "negotiated year-end evaluation form" that utilizes objective criteria
    ii. 20% of the evaluation will include the use of student growth and assessment data.
        1. Student growth and assessment data shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by the grade-level/department level teachers.
            a. There needs to be two points of data, one of those should show student growth. The data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.
        2. The teachers shall have an option to eliminate data for students with over 20 absences,are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that date.
        3. The data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.

f. Teachers who work less than 60 days in any school year, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.
    i. Teachers who are "unevaluated" will have an unevaluated status reported to the state. Teachers in an unevaluated status will receive an evaluation the following year.

2. Classroom Observations that assist in the year end evaluation.
    a. Teachers being evaluated must be observed at least two times per year.
    b. One of those observations may be unannounced
        i. the teacher has the right to request the administrator to come at another day/time, not to be used more than 1 time. (Could be the teacher says come back any time later today, or come back a later day).
        ii. There shall be notice of each planned observation date given to the teacher at least two school days prior to the observation.

    c. Teacher evaluation shall be by observations for any duration.
    d. No observation shall unduly interfere with the teacher-learning processes.

3. Evaluation System
    i. The evaluation system and all reporting forms are mandatory subjects of bargaining. The evaluation system must meet the requirements of MDE, but could include a locally developed system as long as it meets criteria.
    ii. Teachers shall be provided training on the evaluation system, tools, and reporting forms in the first six weeks of the school year, if they are a new teacher to the district or if the evaluation system being used by the district changes.
    iii. Administrators evaluating teachers shall have demonstrated expertise in the systems and tools used by the district which shall incur a "rater reliability" training every three (3) years as approved by the MDE and witnessed by an Association representative that minimally includes all of the following:
        1. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance
        2. Clear expectations for what evaluators should look for when assessing teacher performance, including key behaviors and practices that are associated with effective teaching as included in the negotiated evaluation system and tools.
        3. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.

4. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations.
5. Ongoing support for evaluators, including feedback from administrators and Association designated teachers to help them improve their skills and ensure they are consistently applying the evaluation criteria.

B. Each teacher, upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria on which he or she will be evaluated. Teachers should receive an email by the second Friday after student start date from Administration informing them if they will be evaluated and by whom. Administration will share an evaluation schedule for the whole building with the building rep and NEA leadership by the second Friday after students begin classes.

The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic and social environment and that teachers alone cannot be held accountable for all aspects of the academic achievement of the pupil in the classroom.

If the teacher disagrees with the evaluation, he may submit a written response which shall be attached to the file copy of the evaluation in question. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of the assistance to be given by the administration.

C. Each teacher will be provided with an annual year-end performance evaluation in accordance with section 1249 of the revised school code, 1976 PA 451, MCL 380.1249. If the teacher has received a rating of ineffective or minimally effective on an annual year-end performance evaluation, the school district shall provide the teacher with an individualized development plan developed by appropriate administrative personnel in consultation with the individual teacher. The individualized development plan shall require the teacher to make progress toward individual development goals. The annual year-end performance evaluation shall be based on multiple classroom observations conducted during the period covered by the evaluation and shall include the factors required under section 1249 of the revised school code, 1976 PA 451, MCL 380.1249.

1. In addition to the above procedures, teachers who are evaluated with an IDP (received a "minimally effective", "ineffective" prior to July 1, 2024, or "needing support", or "developing" rating thereafter, and/or 1st year teachers) shall be provided the following:
    a. specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.
    b. training to be provided by the district to assist the teacher in meeting the goals of the IDP.
    c. a mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section B.1 above and completed no later than February 1, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
    d. Mentor teacher that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.
2. Rights of Tenured Teachers:
    a. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:
        i. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the

teacher within thirty (30) calendar days after the meeting.

ii. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.

1. The request must be submitted in writing with thirty (30) calendar days after the teacher receives the written response from the superintendent.
2. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate. (TC Checking with MEA to find information about cost and if this is law)

b. A tenured teacher who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article 17 (Grievance procedure Article if it is inclusive of Binding Arbitration and allows the Arbitrator to issue any appropriate remedy.)

D. The teacher shall electronically sign the summative evaluation. In no case shall the teacher's signature be construed to mean that he necessarily agrees with the contents of the evaluation. A teacher may submit a self-evaluation and/or submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the teacher's personnel file.

E. The recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing year, will be furnished by the administration to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. The report shall not contain any information not previously made known to and discussed with the probationary teacher. In the event a teacher is not continued in employment, the Board will advise the teacher of the specific reasons therefore in writing with a copy to the Association.

F. For probationary teachers, the annual year-end performance evaluation shall be based on classroom observations and shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan. Non-tenured teacher new to teaching will have a probationary period of 5 years.
New teachers who are tenured from another district will have a probationary period of 3 years. Non-tenured teachers coming from another district will have a probationary period of 3 years. Each teacher's evaluation shall include at the conclusion of the report, the statement: "Considering all factors, the work performance of this teacher is effective, developing, or needing support. Refer to Board Policy 3142.

G. Mentor Teachers: A mentor teacher shall be chosen by building level administration and approved by the NEA. The teacher mentor can be anyone in the building who is not a probationary teacher or administrator who is not directly evaluating.

ARTICLE 15

PROTECTION OF TEACHERS

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administration backing and support of the teacher, 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. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement
personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupils, providing the administration and Board agree that the child has the above problems.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Employer shall promptly render all reasonable assistance to the bargaining unit member, when possible, to prevent injury.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all reasonable assistance to the teacher in his defense.

D. A reasonable amount of time lost by a teacher in connection with any incident mentioned in this article shall not be charged at fault against the teacher unless the teacher is finally adjudged guilty in connection therewith by a court of competent jurisdiction.

E. Any formal complaints by a parent or a student directed toward a teacher shall be promptly called to the teacher's attention.

F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

ARTICLE 16

NEGOTIATION PROCEDURES

It is contemplated that matters not specifically covered by this agreement but of common concern to the parties (including but not limited to negotiated insurance benefits should the insurance provider become unable to provide such benefits) shall be subject to professional negotiations between them from time to time during the period of the agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

ARTICLE 17

GRIEVANCE PROCEDURE

A. The Association, believing there has been an alleged violation of the provisions of this agreement, may file a grievance with the building principal or with the superintendent when a particular grievance arises in more than one building. A grievance must be initiated within twenty (20) work days of the knowledge of the alleged violation of contract.

B. Within five (5) working days of the receipt of the grievance the building principal shall meet with the Association (affected teachers may or may not be present at such meeting) in an effort to resolve the grievance.

C. If the grievance is not resolved by the principal and Association, the Association then may, within five (5) working days after said meeting, file the grievance with the superintendent. He shall have ten (I 0) days from receipt to approve or disapprove it and report, in writing, to the Association reasons why the grievance is approved or disapproved. A meeting of the superintendent and the Association may be held if desired by either party.

D. If the grievance is not solved by Step 3 (C) the Association shall have five (5) days to submit said grievance to the secretary of the Board, indicating in writing why they (Association) think further action is necessary.

E. Within fifteen (15) working days from receipt of grievance, the Board shall pass on the grievance. The Board may hold a hearing thereon, may designate one (1) or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure

as it may deem appropriate for consideration of the grievance.

F. If the decision of the Board is not satisfactory to the Association, they shall have fifteen (15) working days to submit the grievance to arbitration before an impartial arbitrator. He shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. The parties shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to the other.

There will be no arbitration of any grievance related to an extra duty position regarding hiring, evaluation, reprimand, and/or termination. The arbitrator shall have no power to alter, add to or subtract from, the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

G. The costs of any arbitration under this article shall be borne equally by the Association and the Board.

H. For administrative convenience, the Board may cause complaints which may be the subject of grievances under this article first to be presented to a department head, assistant principal or other school employee, for informal processing in an effort to reduce the number of formal grievances handled under the grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request and exhaustion of such informal procedures shall be urged as a condition precedent to invoking the grievance procedure; nor shall the participation of department heads, assistant principals or other employees in such informal procedures be deemed to be a supervisory or executive function.

ARTICLE 18

SCHOOL IMPROVEMENT COMMITTEE

A. The District shall establish and maintain a District School Improvement Committee which shall meet on a regularly scheduled basis. It will establish three to five year goals for the District that are reflective of its Mission. It will serve as a clearing house for reports from subcommittees and Building School Improvement Committees. It will make recommendations to the Board of Education regarding the acceptance or rejection of educational proposals. Subcommittees shall be established as needed. Membership on the District School Improvement Committee and subcommittees will be voluntary. An attempt will be made to have representative members from all stakeholders in the District.

B. Membership on Building School Improvement Committees will be voluntary.

C. Matters concerning school improvement relating to Community Education/Alternative Education shall be discussed during regular staff meetings.

ARTICLE 19

CONTINUITY OF OPERATIONS

A. 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 have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this agreement. The Association accordingly agrees that it will not, during the period of this agreement, directly engage in a strike, slowdown or work stoppage against the Newaygo Public Schools.

B. In the event the state requirement for hours is not met, the Association will meet with the building principals to make accommodations to fulfill the required time.

C. Regarding the State School Aid Act's requirement to make up "Act of God" days or any other day(s) when the district cannot complete a scheduled day of instruction because of conditions not within the control of school administrators, (except any days of student instruction lost due to any labor dispute):

1. Teachers would be paid for such day(s) as they presently are.

2. The provisions of the calendar of the current teacher contract would be continued, except that 180 days of student instruction would be scheduled. The following days would be scheduled for student instruction as noted with the intent that they serve as "alternate days" to be completed in the place of such days that need to be made up to be within the thirty (30) hours that are forgiven by the State.

   Winter Break days in February and/or days at the end of the school year.

   The following would be the factors that would determine whether or not a scheduled alternate day of instruction was completed:

   a. If there has not been sufficient "Act of God" days and/or other scheduled days of instruction canceled, (due to conditions beyond the control of school officials), that would require rescheduled days of instruction at the end of the school year, [hereafter in points 2b-2e referred to as "such days"], prior to the in-service day and/or mid-winter break day: then no less than seven calendar days prior to the in-service day and/or mid-winter break day, the scheduled alternate day of student instruction will be canceled.

      In either or both cases, teachers would be provided with and will work a full in-service day and/or have no responsibility to report to work on the mid- winter break day.

   b. If there has been sufficient such days prior to the in-service day: then the scheduled half day of instruction will be completed.

   c. If there has been sufficient such days prior to the mid-winter break day: then the scheduled half day of instruction will be completed.

   d. If there has been insufficient such days prior to the in-service day but sufficient such days prior to the mid-winter break day: then the scheduled half day of instruction on the mid-winter break day will be completed.

   e. If there is no need to complete the final scheduled alternate day of instruction to allow the school district to qualify for the full gross membership allowance state aid for which it is qualified: then that day will not be completed as a half day of student instruction, but rather will be rescheduled as a half day of record keeping for teachers, (as per the 1994-95 or 1995-96 teacher contract calendar).

3. If it is necessary to reschedule days of student instruction beyond the original 180 scheduled days to allow the school district to achieve the minimum number of hours of instruction necessary for the school district to receive the full state aid membership allowance for which it is qualified then these days will be rescheduled in the days(s) and/or (weeks) immediately after the scheduled end of the school year.

4. If the parties to this agreement mutually establish a school year calendar per the provisions of Article 21 that would have an error in the intended number of days of scheduled student instruction, (i.e. 180 days), and the error is apparent before the end of the school year, then it is agreed that the error will be corrected.

   If such an error does not become apparent until after the end of the school year and cannot be corrected, then such an error will not be the basis to either increase or reduce teacher salary by per diem equal to the number of days of scheduled student instruction more or less than the intended 180 days.

5. If during the course of a school year there are no "Act of God" days or any other such days when the district cannot complete a scheduled day of instruction because of conditions not within the control of school administrators and teachers complete each of the 180 scheduled days of instruction, then teachers will receive no additional compensation beyond what is appropriate for their placement on the salary schedule in Article 21 for that particular school year.

6. If, due to an "Act of God" or any other condition not within the control of school administrators, school is not held in the morning and teachers are then called into work in the afternoon and due to student attendance being so that the scheduled day of instruction cannot be included for the purposes of state aid reimbursement to the school district, then the following will occur:

   - teachers will be paid in full for such a day,
   - the alternate days of instruction, as stipulated in #2, can be used in the place of such days,
   - if such days, in concert with days of student instruction which qualify for state aid total in excess of 180, then teachers will be paid a full per diem for each such day in excess of 180.

7. If an attempt is made to initiate a scheduled day of student instruction and due to an "Act of God" or any other condition not within the control of school administrators, student attendance is so that the scheduled day of instruction cannot be included for the purposes of state aid reimbursement to the school district, then the following will occur:

   teachers will be paid in full for such a day and the day will be treated as an "Act of God" day as per stipulated in #2a-2e and #9 of this clause as long as students and teachers are dismissed no later than 11:00 A.M. or such other time as mutually agreed to by the association president and superintendent.

8. There would be no attempt to reschedule any "Act of God" and/or any other day(s) of scheduled student instruction that was not completed due to conditions beyond the control of school officials that would not be necessary to allow the school district to achieve the minimum number of days of instruction necessary for the school district to receive the full state aid membership allowance for which it is qualified.

   It is agreed that the first three alternate days of instruction, (as in #2 above) or additional re-scheduled days of instruction after the scheduled end of the school year, (or combination of either equaling three or less), will result in no additional compensation to any teacher, (except for those days identified in #6).

9. Teachers will provide, if assigned, no less than the minimum number of days of student instruction for the school district to receive the full state school aid membership allowance for which it is qualified. A Michigan State Department of Education increase in the required number of days and hours of student instruction necessary that would require an amendment to the current calendar will be cause for negotiations between the parties of this agreement relative to any additional compensation to teachers.

10. The current provisions of half-days of student instruction at the end of the first and second semesters will be respected. I.e., there will be no more than the two half days of student instruction as contractually provided for at the scheduled end of the school year or, (if necessary because of additional assigned days due to "Act of God" days), the re-scheduled end of the school year.
If the final two half days of instruction are completed after the scheduled end of the school year, there will be one-half teacher work days in the afternoon after the morning instruction is completed.

11. It is further agreed that if, in the future, the State School Aid Act would be amended so that "Act of God" days would be treated as they were prior to the State School Aid Act of 1984-85, it is agreed that the language of the Master Agreement of the 1983- 84 school year would supersede this section of the contract.

ARTICLE 20

MISCELLANEOUS

A. This agreement shall supersede any rules, regulations or practices of the Board or the District School Improvement Committee or Building School Improvement Committees which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All further individual teacher contracts shall be made expressly subject to the terms of this agreement.

B. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions or applications shall continue in force and effect.

C. Per diem shall be defined as the teacher's annual salary, excluding any extra duty compensation, divided by 180 days.

D. Retirement Policy
The Board shall not adopt, nor impose any policy regarding the retirement age of teachers.

E. No Child Left Behind

1. Nothing in this section shall be construed to alter or otherwise affect the rights, remedies and procedures afforded school or school district employees under Federal, State, or local laws (including applicable regulations or court orders) or under the terms of collective bargaining agreements, memoranda of understanding, or other agreements between such employees and their employers.

2. A teacher who is required as of the end of the 2005-2006 school year (or at any other time as set by the US or Michigan Department of Education) to be "highly qualified" (as defined by the ESEA and the Michigan Department of Education) for his/her teaching assignment under the NCLB and is not "highly qualified" for his/her teaching assignment shall be granted the first vacancy he/she applies for provided he/she is highly qualified and fully certified for the vacancy. If there is no vacancy for which the said teacher is fully qualified and fully certificated and the district determines not to continue the teacher's current assignment, said teacher shall be placed on layoff as if the teacher's position has been reduced and shall be able to exercise all rights of the contractual lay-off provision. In the event the teacher is laid off, the teacher is subject to recall to a vacancy said teacher is fully qualified and fully certificated to fill. If said teacher so chooses, he/she may elect to be granted an unpaid leave of absence until teacher becomes "highly qualified".

3. The costs of taking any tests or related expenses of a teacher becoming "highly qualified" shall be paid by the district if the district reassigned the teacher to a position he/she was not "highly qualified" to teach.

ARTICLE 21

Schedule A - K-12

Final payment of salary will be made on a lump sum basis on the last working day of the school year if school obligations are completed. Teachers may have an option of receiving their pay over the summer by furnishing their summer addresses. Those choosing this option will receive their checks every two weeks.

A. INSURANCE

For medical benefit plan coverage years beginning on or after January 1, 2012, MCL 15.563, as amended by 2013 Public Act 270, sets a limit on the amount that a public employer may contribute to a medical benefit plan. For medical benefit plan coverage years beginning on or after January 1, 2013, MCL 15.563 provides that the dollar amounts that are multiplied by the number of employees with each coverage type be adjusted annually. NPS will pay up to the limit a public employer may contribute as defined by the State of Michigan Department of Treasury. Amounts subject to change by the State of Michigan.

Teachers will elect from three Priority Health plans; single, two-person, or family insurance.

Pak B - Vision, Dental, and LTD

It will be based on most current MESSA rate renewal sheets dependent upon group census of employees choosing single, 2-person, and full family coverage.
A change in census could cause a change in the current rate renewals.
See Rate Renewal Sheet for Details

1. Those teachers who do not need health insurance and select MESSA Pak B shall receive an additional $550 per month for the school year. This amount may be taken in cash, applied to the purchase of a tax-sheltered annuity, MESSA options, at the employee's discretion.

2. Payroll deductions are available for any MESSA or Priority Health option.

3. It shall be the Board's responsibility to provide and request completion of any necessary employee benefit forms, and the responsibility of the teacher to properly complete, sign, and file any and all applications required for any employee benefit to become effective.

4. In the event a teacher has exhausted sick leave, the aforementioned fringe benefits shall continue uninterrupted throughout the period of the master contractual year in which such leave is exhausted. In the event teacher is terminated or resigns during the school year, the insurance shall be continued until the teacher has received the pro rata portion of the 12 month insurance year earned at the time of the termination or resignation. Insurance benefits for part-time teachers will be pro rata according to contractual hours worked.

B. EXTRA CURRICULAR ACTIVITIES

1. EXTRA CURRICULAR ACTIVITIES SCHEDULE

In addition to the basic teaching salary as provided in the foregoing, there shall be paid the following percentages of the BA/BS schedule. For each year of service in the Schedule B position, a step will be advanced to a maximum of 12 steps.

A. 1. Schedule B positions (K-12 Only) filled by non-bargaining unit individuals will be posted every two years from the date of hire. Schedule B positions held by bargaining unit members will be posted if the person holding the position received two consecutive annual evaluations below effective. It is preferred that schedule B positions be filled by NPS staff members.

B. Students clubs and athletics that are cancelled will result in pro-ration of Coach/Advisor pay with consideration given to preseason/off-season activities as well as the amount of the season completed with a NEA representative and a representative of the board/admin to review.

C. Varsity level sports, without an assistant coach on Schedule B, will have the opportunity to receive a $1,000 stipend to pay an assistant coach. This is subject to program numbers and needs, along with the approval from the High School Principal and the Athletic Director and the NEA. The assistant coach would be appointed by the varsity coach. This will be paid directly to the assistant coach through payroll if they are employed by NPS, or the district will issue a 1099 for the payment. The sports are Boys and Girls Varsity Basketball, Varsity Volleyball, Varsity Cross Country, Varsity Softball, Varsity Baseball, Girls and Boys Varsity Soccer, Varsity Wrestling and Girls and Boys Golf.

D. Middle School assistant coaches for approved sports will receive a stipend of $500 and will appointed by the respective 7th or 8th grade coach if such assistant coach is needed. This is limited to one assistant coach per team. This will be paid directly to the assistant coach through payroll if they are employed by NPS, or the district will issue a 1099 for the payment.

Extra-Curricular/Schedule B Activities Schedule: Numbers in table are percentages unless otherwise denoted.

Football		**Wrestling, Girls or Boys**		Band Director	14.50
Varsity	14.50	Varsity	11.00	Assistant Band Director	5.00
Varsity Assistant	9.00	M.S. 7th & 8th	4.75	Vocal Director, High School	2.00
J.V.	9.00			Vocal Director, Middle School	2.00
J.V. Assistant	7.75				
Freshman	6.50	**Cross Country**		Quiz Bowl	3.00
Freshman Asst.	5.00	Girls/Boys	1 1.00	High School Robotics Team	4.50
				Middle School Robotics Team	4.00
M.S. 7th/8th	4.75	Middle School Girl/Boys	4.75	High School Science Club	2.00
				DC/NYC Advisor	2.00
Basketball, Girls or Boys		Golf, Varsity, Girls or Boys	9.00	Debate	2.00
Varsity	14.50			Forensics	2.00
J.V.	9.00	Tennis	6.50	Chess	3.50
Freshman	6.50				
M.S. 7th or 8th	4.75	M.S. Intramural Sports, Spring or Fall	2.50	MME Coordinator, High School	2.00
				MME Special Ed. Coordinator	1.00
Volleyball		**Cheerleading**		EA Sports	3.00
Varsity	12.00	Varsity, Each Season	5.50	H.S. & M.S. School Talent Show	2.00
J.V.	9.00	J.V., Each Season	3.50		
Freshman	6.50	Freshman	1.75	H.S. Art Shows	2.00
M.S. 7th or 8th	4.75	M.S.	2.50	Art Club Advisor	2.00
				MS Art Club	2.00
Track, Girls or Boys		Varsity Dance Team 7-12	2.50	be nice Club - H.S.	3.00
Varsity	11.00	**Yearbook**		Spelling Bee Coordinator/Bldg.	0.50
Varsity Assistant	6.50	High School	5.50	SEBH Lead	*5.00
M.S. 7th/8th	4.75	Middle School	2.50	PBIS Coach	3.00
		Class Advisor		PBIS Grade Level/Dept. Rep	1.00
Baseball		Seniors or Juniors	4.10	School Improvement Team-Grade Level/Dept. Rep + SpEd Teacher	$175 stipend Each
Varsity	1 1.00	Sophomores or Freshmen	1.00	Homecoming Coordinator	$750
		8th Grade Class Advisor	1.00	MS Cyber Café	$300
J.V.	6.75	Play Director	4.00	Lions United Day Coordinator	$500
				Energy Coordinator *Up to $7,500 with Certified Energy Manager Course	$4,500/$7,500
Softball		National Jr. Honor Soc. Adv.	2.00	Teacher Mentor	$1,000 fixed
Varsity	1 1.00	National Honor Soc. Advisor	2.50	Edgenuity, Teacher of Record Paid/Semester	$5.00/student/ Class
J.V.	6.75	**Student Council Advisor**		Chaperone Pay/Hour	$18.00
Soccer		High School	3.50	Lunch Duty or Recess Duty/Hour	$1,350.00/ semester
Varsity	11.00	Middle School	2.00	Extracurricular Coach - Job descript. avail. from Bldg. Principal (Article 21I)	$7500
J.V.	6.75				

*Elementary Reading Interventionists and Special Education Teachers attending "Help" meetings paid BA1 Hourly Rate for meetings attended, no cap.

*Elementary Literacy Team /Committee: 1 Teacher/Grade Level + Title Teacher + SpEd Teacher - $350 stipend each

*CATCH Committee – 1 Representative/Grade Level - $175 stipend each * Any required PD/Training outside normal contract hours will be compensated at BA Step 1.

* SEBH Lead would be the liaison between NPS and the NCRESA for an additional $500 per quarter.

C. Tuition Reimbursement

The Board will reimburse teachers for college tuition cost after reaching the B.A. or B.S. degree + 18 to the attainment of an M.A. degree at $400.00 per credit or the cost of the course, whichever is less, up to a maximum of six (6) credits per year. The Board will reimburse after the attainment of the MA +15 at $400.00 per credit up to a maximum of six (6) credits per teacher certification period. (First paragraph applicable to K-12 only)

To be eligible for reimbursement classes must be part of an approved graduate degree program in the field of education or approved by the administration as being applicable to the teacher's teaching assignment. Reimbursement will be made upon proof of completion of the course work with a grade of "B" or better.

D. Credit for experience outside the school system shall be determined by the Board. (Would not apply to present teaching staff)

E. Increments and advancement under the salary schedule shall be effective the first scheduled day of teacher attendance each year, or the beginning of the second semester, following completion of required academic or professional courses, adjustments made up to September 1.

F. Teachers will be permanently placed on the M.A.+15 schedule if the course work received after the M.A. is approved and applicable to the teacher's teaching area at the time the course work is approved and completed. Courses must be approved by the administration by conferring with the superintendent on their program to improve their teaching area.

G. The Board will accept up to and including ten (10) credits toward the M.A.+15 scale if taken in the teacher's major or minor or applicable to their teaching area. The last five (5) of the fifteen (15) credits to be earned within the previous five (5) years.

H. Teachers will be reimbursed at the rate of pay represented by the BA/Step 1 salary schedule per diem amount for additional school related work hours which meet the following criteria:

1. authorized in advance by the Superintendent or designee
2. performed outside regularly scheduled school hours
3. beyond the teacher regular assignment

I. EXTRACURRICULAR COACH
EXTRA CONTRACTUAL EMPLOYMENT (K-12 Only)

Each school year, any teacher with at least 15 years of experience, may apply for extra contractual employment in addition to the number of required work days provided by the school year calendar. Interested teachers shall apply in writing to the superintendent by March 1st of the previous school year. These contracts are subject to the following:

1. Each contract will be for $7,500 and shall be paid upon the completion of the contract.
2. This work will be completed/performed between a time frame of 15 days before and up to 15 days after the current school year calendar.
3. This employment may consist of curriculum work, teacher mentoring, or other work that is mutually agreed to by the superintendent and teacher. This work shall not supplant or replace any school personnel currently receiving monetary compensation for any of the above listed.
4. Those applicants, in order of the number of years of service to the school district, up to a maximum number of teachers each school year that accept this employment, shall be offered an individual contract that sets forth the duties expected.
5. Teachers may use this extra contractual employment up to three (3) times during their career. Any additional use would be allowed at the discretion of the superintendent.

6. The number of these contracts for the per school year will not exceed 8.

J. SEVERANCE PAY (K-12 Only)

A payment of $75.00 for each unused sick day, (as determined at the beginning of the subsequent school year to a maximum of 160) will be made to any teacher with no less than twenty (20) years of service to Newaygo Public Schools as a bargaining unit member, or at least fifty-five (55) years of age with no less than fifteen (15) years of service to Newaygo Public Schools or reaches MPSERS eligibility for retirement, as a bargaining unit member, who, in a letter of resignation, indicates that it is not their intent to work for the Newaygo Public Schools in the capacity of a full-time teacher.

This payment shall be made directly into a 403(b) account set up previously by the teacher. There shall be no cash option for this payment.

K. There will be three (3) days of professional development in addition to the PLC's scheduled in Article 6, Section D, 2 per school calendar. ½ Day (3 hours) will be reserved for teachers to work in their rooms on lesson plans with no other scheduled requirements.

L. Job Sharing, Split Positions

1. Definitions:
   a. Job sharing shall refer to two (2) tenured bargaining unit members voluntarily sharing one (1) full-time position/ assignment, which involves the sharing of students.
   b. Split position shall refer to two (2) tenured bargaining unit members voluntarily sharing one (1) full-time position/assignment, which does not involve the sharing of students.

2. Purpose: Two or more tenured bargaining unit members may request to pair up for the purpose of sharing/splitting common teaching assignments. This voluntary pairing shall not occur if the pairing results in the involuntary layoff or involuntary transfer of a teacher. It shall not occur if it prevents the recall of a laid-off teacher.

3. Application: Any interested teachers may submit an application/proposal to share/split a teaching assignment for the following school year to the appropriate administrator for review. The interested teachers will then submit their proposal to the superintendent. The proposal shall indicate the teacher's desire to share/split as well as provide an explanation and outline of their proposed working arrangement. The proposal must include a detailed description of the workload and schedule including planning time distribution, and an equitable half-day schedule. The proposal must also include plans for communication with the parents, each other, and other team members. Before a final decision is made, teachers may request to meet with the appropriate administrators to discuss and clarify the proposed share/split arrangement. The proposal shall be approved or disapproved by the superintendent or his/her designee within thirty days of the application. Each approved share/split will be renewed at the request of the teachers pending or subject to administrative approval based on successful share/split evaluation.

4. Responsibilities: Responsibilities of an assignment by two (2) job shares/splits may be divided and/or allocated according to a plan designed by the job sharers/splitters with the agreement of the district. The teachers will be required to attend all staff meetings (unless exempted by their administrator) all in-service days, and all parent teacher conferences as defined in the master agreement. During the school year, the teacher(s) will attend the proportionate amount of the in-service according to their contract as defined in the master agreement. Planning periods will be equitably distributed between the two teachers.

5. Compensation: Teachers will be paid according to their steps and degree on the pay schedule prorated by the teacher's teaching time. Each teacher shall gain one (1) year of seniority and

will be credited with one full year of credit on the salary schedule for each year worked in a share/split or part-time position. All other provisions of the current master agreement, except as specified herein, shall continue as if the teacher is working in a regular full-time

position. Should a retired teacher be retained in a part-time position, compensation will be limited to the amount allowable by the retirement system.

6. Job Sharing/Split Position employees who elect health insurance shall receive the pro-rated portion of the benefit. Those employees teaching, half-time or greater and selecting Pak B shall receive the full Pak B benefit but the pro-rated portion of the annuity "in lieu of'. Those employees working less than half-time and electing Pak B shall receive the pro-rated portion of both the benefit and the annuity.

7. Returning to full-time position: If the district terminates the share/split, the participants will be returned to their former full-time positions or equivalent positions. A teacher may, at the end of a semester or school year, apply for a full time position provided there is an available position or he/she may take a voluntary layoff until such position is available. The remaining teacher may seek a new share/split partner and make application to continue the share/split or take the position as a full-time position.

M. Reduced Schedule

Reduced schedule shall refer to one (1) teacher that is accommodated with a reduced schedule upon request or has been placed on a reduced schedule because of financial constraints. This could also include a retired teacher who may be retained for the purpose of teaching classes for which the school might have a hardship filling.

1. Responsibilities:

The teacher will be required to attend all staff meetings (unless exempted by their administrator), in-service days prior to the start of the school year and all parent teacher conferences as defined in the master agreement. During the school year, the teacher(s) will attend the proportionate amount of the in-service according to their contract.

2. Compensation:

Teachers will be paid according to their steps and degree on the pay schedule prorated by the teacher's teaching time. Each teacher shall gain one (1) year of seniority and will be credited with one full year of credit on the salary schedule for each year worked in a reduced schedule position. All other provisions of the current master agreement, except as specified herein, shall continue as if the teacher is working in a regular full-time position. Should a retired teacher be retained in a part-time position, compensation will be limited to the amount allowable by the retirement system.

3. Benefits:

Reduced schedule employees, teaching half-time or greater, who elect health insurance will receive the pro-rated portion of the benefit provided the employee pays the other share of the cost. Reduced schedule employees, teaching ½ or greater shall receive the full Pak B but the pro-rated portion of the annuity "in lieu of'. Pak B employees less than half-time shall receive the pro-rated portion of the benefit and annuity "in lieu of'. The district will contribute the prorated share of medical insurances towards the retired teachers' choice of the continued group benefits or the MPSERS coverage provided retired members.

4. Returning to full-time position:

A teacher may, at the end of a semester or school year, apply for a full time position provided there is an available position or he/she may take a voluntary layoff until such position is available.

NEWAYGO PUBLIC SCHOOLS

2026-2027 School Calendar

We Are Newaygo

August
24 First Day of School

September
3 No School - Teacher PD Day
4-7 No School - Labor Day Weekend
16 Early Release
23 Early Release
28 PTC Grades 5-12
30 Early Release

October
1 PTC Grades 5-12
7 Early Release
14 Early Release
16 No School - Teacher PD Day
19 No School - Fall Break
21 Early Release
28 Early Release

November
4 Early Release
9 PTC Grades K-4
11 Early Release
12 PTC Grades K-4
18 Early Release
25-27 No School - Thanksgiving Break

December
2 Early Release
9 Early Release
16 Early Release
18 No School - Teacher PD Day
21 No School - Begin Christmas Break

January
4 School Resumes
6 Early Release
13 Early Release
15 No School - Teacher PD Day
20 Early Release
27 Early Release

February
3 Early Release
10 Early Release
17 Early Release
19-22 No School - Mid-Winter Break
24 Early Release

March
3 Early Release
10 Early Release
17 Half Day - PTC Grades K-12
24 Early Release
26 No School - Good Friday
31 Early Release

April
2-9 No School - Spring Break
14 Early Release
21 Early Release
28 Early Release

May
5 Early Release
20 High School Graduation
21 No School - Teacher PD Day
28-31 No School - Memorial Day Weekend

June
4 Half Day - Last Day of School

*Early Release Days - School will release one hour early

Parent Teacher Conferences 2026-2027

September 28	Middle School	4pm-7pm
September 28	High School	4:30pm-7:30pm
October 1	Middle School	4pm-7pm
October 1	High School	3:30pm-6:30pm
November 9	Elementary School	4pm-7pm
November 12	Elementary School	4pm-7pm
March 17	All Buildings	1pm-7:30pm

Contact Us:

Elementary School	231-652-2100
Middle School	231-652-1285
High School	231-652-1646
Transportation	231-652-1112
Administration Office	231-652-6984

2026-27 Staff School Calendar

- August 17-New Teacher Orientation
- August 18 and Wednesday, August 19- First Day for Staff/PD
  5.00 hours of PD for staff, followed by 1.5 hours of room time each day
- August 19-Elementary Open House from 5:00-6:30
- August 24- First Day for Students
- September 3-Professional Development Day
  Requirement: 5.25 hours of PD, not including lunch/ breaks) BUT teacher workday is 7.25 hours
- September 4-September 7 -No School Labor Day
- September 16-Early Release (1 hour- PLC)
- September 23-Early Release (1 hour- PLC)
- September 28-PT Conferences 5-12th grade (MS 4-7pm, HS 4:30-7:30pm)
- September 30-Early Release (1 hour- PLC)
- October 1-PT Conferences 5-12th grade (MS 4-7pm, HS 3:30-6:30pm)
- October 7-Early Release (1 hour- PLC)
- October 14-Early Release (1 hour- PLC)
- October 16-Professional Development Day
  Requirement: 5.25 hours of PD, (not including lunch/ breaks) BUT teacher workday is 7.25 hours
- October 19-Fall Break- No school
- October 21-Early Release (1 hour- PLC)
- October 28-Early Release (1 hour- PLC)
- November 4-Early Release (1 hour- PLC)
- November 9-PT Conferences BK-4th grade- (4-7pm)
- November 11-Early Release (1 hour- PLC)
- November 12-PT Conferences BK-4th grade- (4-7pm)
- November 18-Early Release (1 hour- PLC)
- November 25-27 No School Thanksgiving Break
- December 2-Early Release (1 hour- PLC)
- December 9-Early Release (1 hour- PLC)
- December 16-Early Release (1 hour- PLC)
- December 18-Professional Development Day and Records (End of Semester 5-12th grade)
  Requirement: 5.25 hours of PD, (not including lunch/ breaks) followed by 5-12 grade ONLY records 7.25 workday BK-4 may leave after PD (Comp time for conferences)
- December 21-January 1-Christmas Break-No School
- January 6-Early Release (1 hour- PLC)
- January 13-Early Release (1 hour- PLC)
- January 15-Professional Development Day and Records (End of Semester BK-4th grade)
  Requirement: 5.25 hours of PD, (not including lunch/ breaks) followed by BK-4 grade ONLY records 7.25 workday 5-12 may leave after PD (Comp time for conferences)
- January 20-Early Release (1 hour- PLC)
- January 27-Early Release (1 hour- PLC)
- February 3-Early Release (1 hour- PLC)
- February 10-Early Release (1 hour- PLC)
- February 17-Early Release (1 hour- PLC)
- February 19-February 22-No School/ Mid Winter Break
- February 24-Early Release (1 hour- PLC)
- March 3-Early Release (1 hour- PLC)
- March 10-Early Release (1 hour- PLC)
- March 17-Half Day- Parent Teacher Spring Conferences BK-12th 1-7:30pm.
  Administration to provide dinner.
- March 24-Early Release (1 hour- PLC)
- March 26-Good Friday-No School
- March 31-Early Release (1 hour- PLC)
- April 2-9-No School-Spring Break
- April 14-Early Release (1 hour- PLC)
- April 21-Early Release (1 hour- PLC)
- April 28-Early Release (1 hour- PLC)

- May 5- Early Release (1 hour- PLC)
- May 6-Honors Banquet
- May 20-High School Graduation 7pm
- May 21-Professional Development Day and Records
  Requirement: 5.25 hours of PD, (not including lunch/ breaks) followed by BK-4 grade ONLY records 7.25 workday 5-12 may leave after PD
- May 28-May 31-No school-Memorial Day Weekend (*Possible Snow Day Make-up Day on May 28)
- June 4-Half day of school, Last Day PM Records 5-12
  Half Day Workday BK-4 may leave after school, 5-12 provided records time

Pertinent Information

- Professional Development days can only be 5.25 hours which does not include lunch and breaks. We need to have 75% staff in attendance to count as time according to the state. Admin will create a system for approving any time off on these days but members understand these days should be avoided if at all possible
- A minimum of 3 hours of classroom time must be provided on PD days in August before students come
- While PD is only 5.25 hours, staff need to be present for 7.25 hours per our contract. This includes a paid lunch and breaks.
- Graduation will be May 20 since Memorial Day is so late this year
- For PD/Records day, PD can not "go over" or records be canceled. Records time must be provided
- For the March 2027 conferences, administration will provide dinner similar to what was done in March of 2026
- For the December 18 and June 4 PM Records, K-4 staff can leave after Professional Development time.
- For the January 15 and May 21 PM Records, 5-12 staff can leave after Professional Development time.

Teachers 2026-2027 Pay Schedule

*Teachers on half-steps shall be paid at the mid-point between the two steps in question.

Step	BA	MA	MA+
1	$47,487	$50,387	$53,481
2	$48,763	$51,769	$54,944
3	$51,336	$54,550	$57,900
4	$53,128	$56,554	$60,086
5	$55,787	$59,429	$63,145
6	$58,269	$62,345	$66,262
7	$61,014	$65,308	$69,403
8	$64,022	$68,320	$72,608
9	$66,852	$71,376	$75,860
10	$69,728	$74,479	$79,162
11	$72,645	$77,629	$82,508
12	$75,607	$80,776	$85,908
13	$76,565	$81,795	$87,009
14	$77,523	$82,815	$88,110
15	$78,481	$83,835	$89,210
16	$79,034	$84,433	$89,846
17	$79,587	$85,031	$90,481
18	$80,140	$85,629	$91,117
19	$80,693	$86,227	$91,752
20	$81,246	$86,825	$92,388
21	$81,847	$87,471	$93,076
22	$82,448	$88,117	$93,764
23	$83,048	$88,763	$94,453
24	$83,649	$89,409	$95,141
25	$84,250	$90,055	$95,829

Contract Days	180
Hours per day	7.25
BA-1 Hourly Rate	36.39

Teachers 2027-2028 Pay Schedule

*Teachers on half-steps shall be paid at the mid-point between the two steps in question

Step	BA	MA	MA+
1	$48,674	$51,646	$54,818
2	$49,982	$53,063	$56,318
3	$52,620	$55,914	$59,348
4	$54,457	$57,968	$61,588
5	$57,182	$60,915	$64,724
6	$59,726	$63,903	$67,919
7	$62,539	$66,941	$71,139
8	$65,622	$70,028	$74,423
9	$68,523	$73,160	$77,756
10	$71,471	$76,341	$81,141
11	$74,461	$79,570	$84,571
12	$77,497	$82,795	$88,056
13	$78,479	$83,840	$89,184
14	$79,461	$84,885	$90,313
15	$80,443	$85,931	$91,440
16	$81,010	$86,544	$92,092
17	$81,577	$87,157	$92,743
18	$82,144	$87,770	$93,395
19	$82,710	$88,383	$94,046
20	$83,277	$88,996	$94,698
21	$83,893	$89,658	$95,403
22	$84,509	$90,320	$96,108
23	$85,124	$90,982	$96,814
24	$85,740	$91,644	$97,520
25	$86,356	$92,306	$98,225

Contract Days	180
Hours per day	7.25
BA-1 Hourly Rate	37.30

Letter of Agreement
Between
Newaygo Public Schools and the Newaygo Education Association

This letter of agreement is for the 2025-2026 and 2026-2027 school years in regards to Article 21, K:

- "There will be three (3) days of professional development in addition to the PLC's scheduled in Article 6, Section D, 2 per school calendar.½ Day (3 hours) will be reserved for teachers to work in their rooms on lesson plans with no other scheduled requirements."

1) Due to scheduling conflicts for the 2025 fall PD, the 3 days of professional development will not include the½ day (3 hours) of room time.

2) For the 2026 fall PD, there will only be 2 days of professional development which must include 3 hours reserved for teachers to work in their rooms.

NPS Superintendent

8/20/25
Date

NEA Chief Negotiator

8.20.25
Date

DURATION

All article of this agreement shall be effective July 1, 2026 through June 30, 2028.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives the day and year first written above.

NEWAYGO BOARD OF EDUCATION

By:_____

NEWAYGO EDUCATION ASSOCIATION

By:_____