

EDUCATION ASSOCIATION AGREEMENT

2009-2011

This Agreement, entered into this 7th day of June, 2010, by and between the Board of Education of the School District of the Niles Community Schools of the City of Niles, Michigan, hereinafter called the "Board," and the Niles District Education Association, hereinafter called the "Association";

WITNESSETH:

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

WHEREAS the Board has been delegated certain powers by the State of Michigan in its legislative enactments and its constitution as compiled in the General School Laws, and in particular in the laws governing Third Class School Districts, and

WHEREAS the parties have reached certain understandings which they desire to confirm in this Agreement;

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

ARTICLE 1

RECOGNITION

- A. The Board hereby recognizes the Niles 5-C Education Association MEA/NEA as the exclusive and sole bargaining representative for all certified personnel under individual contracts, on leave, on a per diem basis, employed or to be employed by the Board, excluding Superintendent; Executive Directors of Special Programs, Instructional Services, Business and Finance, and Personnel; Directors of Elementary Services, Community Education, and School Operations; Principals; Assistant Principals; Coordinator of Student Affairs; Head Start Coordinator; Supervisors of Transportation and Custodial and Maintenance Services, and other supervisors within the meaning of the Public Employment Relations Act; and substitute teachers. The term “teacher(s),” when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining and negotiating unit as above defined.

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

ARTICLE 2

ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation, and in other concerted activities not prohibited by law, for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the employment of any rights conferred by the Act or other laws of Michigan and the United States or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of her/his membership in the Association, her/his participation in any activities of the Association or collective professional negotiations with the Board, or her/his institution of any grievance, complaint, or proceeding under this Agreement with respect to any terms or conditions of employment. The Association agrees not to discriminate against nonmembers.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required the Board may make a reasonable charge therefore. No charge shall be made for use of schoolrooms except on Saturday or Sunday, and only in the same manner as the Board schedules and charges for such facilities for other groups.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business with teachers on school property, provided that such business is conducted at times when teachers are not directly responsible for students. Association representatives shall report to the school building office and advise the secretary of their presence in the building during the student day.

General Association meetings and/or building Association meetings shall not be held during the ten (10) minutes prior to the student day or the ten (10) minutes immediately following the student day unless the meetings are held in conjunction with building staff meetings called by the building principal.

- E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, computers, printers, fax machines, and all types of audio-visual equipment at reasonable times, when use of such equipment does

not interfere with the operation of the employer and provided that such business is conducted at times when teachers are not directly responsible for students. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. A telephone that allows access to operator assisted calls shall be available for Association use and shall be located in a building specified by the Association President.

Teachers shall be allowed the use of fax machines in their buildings so long as they pay the costs of the costs made.

- F. The Association shall have the right to post bipartisan notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building.
- G. The Board agrees to furnish or make available to the Association, in response to reasonable requests from time to time, all available information concerning the financial resources of the district, including, but not limited to: published annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations (including County Allocation Board budgets), monthly manifests of bills, agendas and published minutes of all Board meetings, treasurer's report, census and membership data, names and addresses of all teachers to assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students which it would recommend in the best interests of the school district.
- H. The Board will discuss with the Association the development of any new or modified fiscal, budgetary, or tax programs, construction programs, or major revisions of educational policy which are proposed or under consideration.
- I. Consistent with the Code of Ethics, teachers shall be entitled to full rights of citizenship; and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- J. The provisions of this Agreement shall be applied in a manner which is not arbitrary, capricious, or discriminatory; and without regard to race, creed, religion, color, national origin, age, sex, disability, or marital status.

1. Any questions concerning Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin, should be directed to Director of Personnel, Niles Community Schools, 111 Spruce Street, Niles, Michigan 49120. 269/683-6662.
 2. Inquiries related to Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex, should be directed to Executive Director of Curriculum, Niles Community Schools, 111 Spruce Street, Niles, Michigan 49120. 269/683-0736.
 3. Questions concerning Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability, should be directed to Director of Special Education, Niles Community Schools, 111 Spruce Street, Niles, Michigan 49120. 269/683-0757.
 4. If a grievance still exists after discussion with the appropriate coordinator, he/she will provide you with information concerning the formal grievance process.
- K. Representatives of the Board and the Association's Contract Review Committee will meet on the last school-day Tuesday of each month for the purpose of reviewing the administration of the Agreement, to plan ahead for future Agreements, and to resolve problems that may arise during the course of the year with respect to the current Agreement.
- These meetings are not intended to bypass the grievance procedures. Each party will submit to the other, by Friday of the previous week, an agenda covering what they wish to discuss. If neither party submits an agenda, there will be no contract review meeting that month.
- L. The president of the Association shall be notified in all cases of recommended dismissal of teachers.

ARTICLE 3

RIGHTS OF THE BOARD

- A. In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the Niles Community School District consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in the Board by law, including by way of illustration, and not by way of limitation, the following:
1. The supervision, direction, and control of the management and administration of the school system, its properties and facilities.
 2. The right to hire all teachers and, subject to the provisions of the law, to determine their qualifications; to discharge, demote, or otherwise discipline teachers for reasonable and just cause; and to promote and transfer teachers.
 3. The right to establish grades and courses of instruction, including special programs; and to provide for athletic, recreational, and social events for students as deemed necessary or advisable by the Board.
 4. The selection of textbooks and teaching materials, and of various teaching aids.
 5. The right to determine class schedules, class size, the hours of instruction, and the assignment of teachers with respect thereto.
- B. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations, and practices in the furtherance thereof shall be the exclusive prerogative of the Board, except as otherwise limited by express provision of this Agreement.

ARTICLE 4

DEDUCTIONS FOR PROFESSIONAL DUES AND OTHER PROGRAMS

- A. Payroll deductions shall be available for the following:
1. Membership dues and assessments to NDEA, MEA, and NEA (**See Section F, pages 45-47**).
 2. Optional benefits from MEA (including MEA Group Automobile Insurance), NEA, MESSA, and MEA Financial Services.
 3. Berrien Teachers Credit Union, United Federal Credit Union, and any other local institution selected by five (5) or more persons and within the limits of the payroll system.
 4. Tax-sheltered annuities shall be deducted when five (5) or more persons select a company, within the limits of the payroll system.
 5. United Way deductions to be made November through August, inclusive.
 6. Contributions to MEA-PAK, NEA-PAK, and MEA-R.
- B. The deduction of membership dues shall be made from one (1) regular paycheck each month for ten (10) months, beginning in September and ending in June of each year, and the Board agrees to remit to the respective Association or recipient all monies so deducted by the 15th of each month, accompanied by a list of teachers from whom the deductions have been made. The Board is hereby absolved of any liability or error in making or failing to make any deductions.
- C. A teacher may at any time sign and deliver to the Board an assignment authorizing payroll deductions for the deductions listed in Section A of this article. All deductions are subject to the rules and regulations established by the agency for which the deduction is made. Such authorization shall continue in effect unless subsequent to August 1 and prior to August 31 of any year such authorization is formally revoked in writing by the teacher.
- D. All deductions as mandated by law shall automatically be made from each paycheck.

ARTICLE 5

TEACHING LOAD AND CONDITIONS

- A.
1. Certificated teachers will know their assignments and should plan their school day to best meet the needs of the assignments.
 2. The best professional practices recognize the need for conferences with students and parents, as well as staff and committee meetings and professional development beyond the scheduled class time.
 3. Mutual professional respect among teachers and administrators will guide in-building practices. As such, intimidation and harassment, as defined in Board Policy 3362 and 5517, shall not be acceptable practice in Niles Community Schools.
 4. Elementary regular classroom teachers shall have at least 225 minutes of conference time during the students' day per full-day week. The administration, with the cooperation of the teachers will strive to schedule conference time for regular classroom teachers during the students' school day in forty-five minute blocks in grades 1 – 6. It is to be understood that the intent of this block in grades 1 – 6 is to provide teachers within a grade level in a building with the opportunity for team planning to meet together and discuss strategies for meeting the needs of individual students; teachers within a grade level must use at least one 45 minute block per week for team planning. Once per month the weekly team meeting will be devoted to meeting with the principal concerning group/grade level projects, school improvement activities, and strategies for meeting MEAP expectations, curriculum alignment, and similar instructional activities. Teachers may meet individually with an Instructional Specialist during their planning period at the request of the teacher. The purpose of the individual conference time is to counsel children, communicate with parents, plan lessons, prepare materials, and work on other things related to classroom instruction. It is to be understood that occasional interruptions or special events may disrupt some conference time and that, in such events, the elementary teacher may need to supervise their students, but that every effort will be made to have enrichment teachers supervise the students during the time they are scheduled to be with the enrichment teacher.
 5. The use of individual conference time shall be at the professional discretion of the individual teacher, except that it is understood that in the elementary buildings, after a majority vote of the teachers, the morning conference time may be used for faculty meetings. Further, it is understood that after a unanimous vote of a grade-level team, conference blocks may be used for faculty meetings. Special arrangements may be made for special programs at Southside School.
 6. Elementary enrichment teachers shall have at least 180 minutes of conference or travel time during the students' day per full-day week.
 7. Teachers will report to the vicinity of their classrooms for student supervision during those times before and after school which is "on-duty time" (see Section C of this article). On

Friday or the last school day before a holiday, teachers will leave no earlier than five (5) minutes after the end of the students' day. If students or parents request additional time, teachers will be expected to assume this professional obligation.

8. Teachers may be directed, from time to time, to assist in emergency or unanticipated supervisory responsibilities. Teachers shall not be required, on an ongoing or permanent basis, to perform bus duty supervision or general supervision of students (other than their own) having to remain in the building for any purpose beyond the teacher's regular duty day.
 9. If in an elementary team-teaching situation a team member must be replaced, hiring officials should involve team members in the selecting of the replacement. Team-teaching assignments must be voluntary. Unsatisfactory team situation should be resolved at the earliest possible time.
- B.
1. The normal elementary maximum teaching load for regular classroom teachers will be as follows:

K-3	twenty-seven (27)	and no more than a three-children overload
4-6	thirty (30)	and no more than a three-children overload
 2. The parties agree that it is a desirable goal to keep K-2 class averages at no more than twenty-four (24) students.
 3. Elementary overloads will be determined by the number of students per teacher, not grade level, team, or department. Elementary enrichment classes shall be considered exceptions from the regular classroom teaching load agreement. Examples of enrichment classes would be physical education, music, accelerated reader, etc.
 4. Within ten (10) school days of the time an elementary teacher's load exceeds the maximum, the principal, teacher, and the Association representative will meet to discuss ways of adjusting for the increased load, including consideration of increased salary. (Refer to paragraphs F and G of Schedule B-3 for further details.)
 5. The normal secondary maximum teaching load for regular classroom teachers will be as follows:

7 - 8	"average" of 170 with a maximum of 180 per semester or division.
9.12	conform to North Central Association guidelines with the daily load prorated for the four block schedule (no more than 102 students per day).
 6. Secondary overloads will be determined by the number of students per teacher, not grade level, team, or department. Secondary activities classes, as defined by the north central association, and elementary enrichment classes are considered exceptions from the regular classroom teaching load agreement. Examples of activity-type of classes would be physical education, music, etc.
 7. All teachers are guaranteed a duty-free lunch of not less than thirty-five (35) minutes,

exclusive of passing time.

8. Definition of teach load in the middle school is: The normal middle school day for all teachers shall consist of equitable (within reason, but not identical) time for instruction, individual planning, and team planning. Details of the instructional schedule on a normal day shall be determined by each team with the approval of the building principal.
9. Middle school teachers who accept an assignment to teach an extra class/block in lieu of their conferences period shall be paid a pro-rated amount based on their individual salary, such as 1/6 if in a 6-period day or 1/7 if in a 7-period day.
10. Definition of teach load in the senior high school is:
6-period day - teachers are assigned 5 classes and 1 conference period
8-block - teachers are assigned 6 classes and 2 conference periods
In the 8-block, the normal senior high schedule shall consist of four approximately equal blocks per school day, except on Friday when blocks will be shortened to accommodate a seminar period. Teachers shall teach six out of eight blocks and receive one conference period per day. The conference period shall be equal to the length of one block. The conference period will not be scheduled during seminar.
11. Senior High teachers who accept an assignment to teach an extra class/block in lieu of their conferences period shall be paid at the rate of 1/6 (if in a 6-period day) or 1/8 (if in an 8-block) of the individual base salary.
12. Teachers who occasionally substitute during their conference period will be paid on a pro-rated per-diem basis. This is based on a 375 minute full-day (366 minute full-day in 2000-2001 only). Teacher shall have the option of splitting subbing responsibilities with another teacher for the block. Compensation time, in lieu of payment will be provided, if by mutual agreement, at the rate of one compensation day for four full-blocks of substitution. Scheduling of any compensation time will be by mutual agreement.
13. New teachers should have special consideration such as orientation to the school system and programs, additional supervisory help, and minimum of extra assignments until they are able to carry their full share of responsibilities.
14. Administration should encourage teachers to create various means of implementing agreed-upon core curriculum in alignment with Michigan curriculum framework standards and benchmarks, and M.E.A.P. expectations.
15. Modifications and/or changes in the instructional day schedule may be made through the cooperative efforts of the building school improvement team and building administration. This shall not result in increased expenses to the building or district.

C.

1. The starting and dismissal times will be in keeping the varying building needs, with consideration given to lunch hours, traffic hazards, transportation, etc. This shall not result in increased expenses to the building or district.

2. The normal staff day in all buildings shall be a seven (7) hours 31 minute day, including a duty-free lunch.
- The normal elementary staff day will be as follows: 8:21 - 3:52
- 9-minute planning time
 - 5-minute on-duty time
 - Student day (including 35-minute duty-free lunch for all teachers) 8:35 - 3:42
 - 10-minute on-duty time
- The normal middle school staff day will be as follows: 7:30 - 3:01
- 5-minute on-duty time
 - Student day (including 35-minute duty-free lunch for all teachers) 7:35 - 2:42
 - 19-minute on-duty time
- The normal senior high school and Oak Manor staff day will be as follows: 7:20 - 2:51
- 5-minute on-duty time
 - Student day (including 35-minute duty-free lunch for all teachers) 7:25 - 2:32
 - 15-minute on-duty time
- The current starting and dismissal times are subject to modification, provided the overall time in the school is not changed.

D. Teachers voluntarily accepting a larger-than-normal teacher load, such as an extra class, will be compensated by release from other responsibilities or by additional salary.

E. Daily preparation for effective teaching requires work outside the classroom. The education program requires attendance at scheduled staff conferences, parent-teacher conferences, P.T.A. meetings, and the like.

So that such demands do not become excessive, it will be the duty of the administration to be considerate of the time required for teacher meetings, parent-teacher conferences, P.T.A. meetings, etc., and only make such requests for extra duties which will be consistent with professional responsibilities. The time spent on required assignments will be limited to a maximum of five (5) hours per month. Teachers employed for less than full time shall attend full day teacher work days or in-service days and shall attend a minimum of one-half of building staff meetings without additional pay. The Board will pay for time in excess of this limit at the teacher's hourly rate or as determined in Schedule B-1. Assignments for income-producing activities will be paid for at a standard rate. The administration will authorize in writing, in advance, any excess time for which the hourly rate will be paid. The administration will also keep a record each month of the required out-of-classroom activity time. Such records shall be available, upon request, to the Association.

F. The administration will study the nonprofessional duties required of teachers toward the end that they

will be minimized through mechanization or additional aides or clerical help. No teacher will be required to drive a school bus.

- G. The Board will endeavor to provide the necessary teaching tools, tests, equipment, and supplies to ensure the effectiveness of the educational program prescribed by the Board.
- H. The Board shall make every reasonable effort to provide in each school adequate lunchroom, rest room, and lavatory facilities exclusively for teacher use, at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge. Provision for such facilities will be made in all future buildings.
- I. Telephone facilities shall be made available to teachers for their reasonable use.
- J. The Board shall make every reasonable effort to provide adequate off-street paved parking facilities, protected against vandalism and properly maintained, for teacher use. The above shall not imply any liability on the part of the Board.
- K. The secondary teaching day may include an advisory period of up to twenty minutes per day. This will not be considered a teaching assignment.
- L. Special programs (Northside, Southside, and Cedar Lane) may require special scheduling changes from those listed elsewhere in this article. Special scheduling for programs at those schools will be developed in consultation with the Association. Such scheduling shall not affect the total weekly hours nor can the daily work schedule be more than one hour longer than the normal work day. Any variation beyond that must be with the approval of the Association.

ARTICLE 6

SPECIAL-STUDENT PROGRAM

- A. Students suspected of being handicapped shall be referred through the principal and Special Education Office for an evaluation of their strengths and weaknesses. A child is eligible or no longer eligible for special class placement and/or services only as determined by an Educational Planning and Placement Committee. (As mandated by state rule, this committee is composed of the classroom teachers, principal, parents, diagnostician, and any other school personnel deemed appropriate.) The Superintendent has requested the Director of Special Education or designee to chair those meetings.

- B. The Educational Planning and Placement Committee, as mandated by federal law, will determine the least restrictive environment in which the handicapped child's educational needs are to be met. In compliance with that law, special education, general education, and related services for that child will be specified. Administrative procedures ensure that, where appropriate, parties involved in the delivery of services to the handicapped child are consulted prior to the initiation of those services. In accordance with state regulations, the child's participation in each service area will be measured with full-time equivalency units for purposes of child accounting and special education funding.

ARTICLE 7

QUALIFICATIONS AND ASSIGNMENTS

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university, except that the employment of teachers upon special certification is being permitted in cases of absolute necessity or where the teacher has outstanding credentials, and the Association shall be advised in each instance.
- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, such as unavailability of a better qualified teacher, outside the scope of their certification.
- C. Present staff members shall be given written notice of their teaching assignment areas (i.e., math, Unit 1, vocal music, primary level) for the forthcoming year no later than the closing date of school, subject to change at the end of the semester, trimester, unit, or division. In the event that changes in such schedules are to be considered, all teachers affected shall be consulted at least thirty (30) calendar days prior to the schedule change; however, the teacher may voluntarily waive the notification change.
- D. Assignments in addition to the normal teaching schedule during the regular school year, including credit courses in adult education, driver education, extra duties enumerated in Schedule B-1, B-2, and summer school courses, shall not be obligatory, but shall be with the consent of the teachers. Except for Schedule B-2, preference in making such assignments will be given to the teachers regularly employed in the district, with due consideration given as to whether this added assignment interferes with good performance on the normal assignment.
- E. Other assignments for the benefit of the total school program within the normal limits of the school day, including the supervision and direction of student activities and normal operations, may be required of all teachers as part of their professional responsibilities. Such assignments will be made as equitably as possible.
- F. Responsibility for valid certification and providing of official transcripts rests with the teacher. Such certification must be applied for before November 1 by teachers who are new to the system or who are teaching on a limited certificate. Answers to certification problems may be obtained from the Michigan Department of Education, Certification Division, P. O. Box 30008, Lansing, Michigan, 48909, telephone number 517-373-3310. Official transcripts must be submitted by November 1. Teachers shall notify the Personnel Office immediately of any change in their certification status from that originally filed with the employer. The employer shall not be liable for actions based on incorrect certification information supplied by the teacher.

Penalties resulting from failure to meet certification regulations are to be borne by the teacher whose certification is in question. Such penalties shall be deducted from the salary being paid to the teacher. Notification of checking on certification will accompany the contract.

The Board will accept all options provided by the State of Michigan as a procedure for the teachers to meet the No Child Left Behind highly qualified requirement. It is understood that it is the teacher's responsibility to select and complete this requirement within the timelines provided by the State of Michigan.

ARTICLE 8

VACANCIES, PROMOTIONS, AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for a transfer to a different class, building, or position shall be made in writing, and four copies shall be sent to the Personnel Office. The application shall set forth the reasons for transfer; the school, grade or position sought; and the applicant's qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.

- B. If professional vacancies occur during the year, they will be filled in the best judgment of the Board for the duration of that year, provided the Board has authorized the filling of the vacancy. When a duration of a leave of absence is more than six (6) weeks, a vacancy is created. Notices of such vacancies will be posted on the teachers' bulletin board in each building at least five (5) days before the vacancies are filled.

- C. The Board will fill vacancies with the best possible available candidates, with full consideration given to present teachers. All teachers who apply for positions will be given a notification of the final determination in a timely manner.

- D. The Board will only transfer teachers as required in the best interests of the school district and the teachers. The teacher will be given written notice of the reasons for such transfer.

- E. Transfers from supervisory or administrative positions to teacher status are provided for under the Tenure Law.

ARTICLE 9

PAID LEAVES OF ABSENCE

- A. At the beginning of each school year each teacher shall be credited with ten days of paid leave allowance. The unused portion of such allowance shall accumulate from year to year.
- B. Leaves of absence with pay may be used for the following purposes and under the following conditions. Such absences will be deducted from the teacher's accumulated total leave.
1. Illness or Disability: Paid leave for personal illness or disability (including disability associated with pregnancy or childbirth) may be utilized up to the teacher's total accumulation.
 - a. A teacher who is unable to teach because of personal illness or disability, and who has exhausted all paid leave available, shall be granted a leave of absence, without pay, as provided under the Tenure Law.
 - b. A teacher absent because of an injury subject to Workers' Compensation will be charged and paid sick leave only in the proportion that the compensation payment does not cover the loss of salary; e.g., a teacher has a salary of \$30 per day and has an accumulated sick leave allowance of \$300, or ten days. If Workers' Compensation pays the teacher \$20 per day, the Board will pay \$10 per day to the teacher and charge 1/3 of a day against the accumulated sick leave. At this rate, after 30 days the accumulated sick leave would be used up and the only payment to the teacher thereafter would be the Workers' Compensation. It is not the intent of this benefit to allow the employee to receive more money than what would be the normal take-home pay of the employee before voluntary deductions (i.e., credit union, United Fund, etc.).

The teacher or designated agent must notify the Business Office when an accident occurs, fill out an accident report within seven (7) calendar days following the accident, and complete all necessary forms within the time limits established by state law.
 - c. A statement of the number of days of sick leave presently credited to each teacher's allowance shall be rendered to each teacher on the first payday after October 1.

- d. If a teacher is absent for a period of more than fifteen (15) consecutive school days due to illness or injury, the Board may require that a physician's certificate be furnished. This certificate shall state that the teacher is unable to return to work and shall state the anticipated length of time that the teacher will remain unable to work.
 - e. A teacher who returns from an absence of more than fifteen (15) consecutive school days due to illness or injury may be required to furnish a physician's certificate certifying that the teacher is medically capable of resuming the duties of his/her position.
2. Illness in Immediate Family: Absence due to serious illness in the immediate family shall be unlimited and deducted from accumulated sick days.
 3. Personal Leave: Two (2) days per year of personal leave may be granted and deducted from sick leave. Teachers are responsible for keeping accurate accounting of their personal business days so that requests for excess days do not occur. Days taken in excess of the teacher's personal business day accumulation may result in discipline. Questions related to the teacher's personal business day accumulation must be directed to the Business Office. Issues related to errors in the reporting of personal business days must be corrected with the Business Office in a timely manner.
 4. One day leave per occurrence will be granted to attend the funeral of relatives not listed in Section C, 1. below. The relationship to the employee must be identified on the form. Such days are deducted from sick leave accumulation.
- C. Leave of absence with pay may be used for the following purposes and under the following conditions. Such absences will not be deducted from the teacher's total accumulation.
1. Bereavement Leave: Leave of absence of up to five (5) consecutive work days may be granted for death of spouse, child, parent or step-parent, mother-in-law, father-in-law, brother and sister. Under extenuating circumstances, additional days may be granted at the discretion of the Superintendent.

Leave of absence up to three (3) consecutive work days may be granted for death of grandparent, sister/brother-in-law, son/daughter-in-law, grandparent-in-law, grandchildren and stepchildren.
 2. Educational Conferences and Workshops: Teachers will be allowed to attend, upon proper application, and without loss of pay, such educational conferences, workshops, school visitations, etc., as are approved in advance by the administration with due consideration given to the building school improvement plan.
 3. Association Business: Twenty (20) days per year shall be given to the NDEA for MEA business, to be used at the discretion of the president of the Association, but such leave shall not accumulate from year to year.

4. Jury Duty or Court Appearance: A teacher may be absent without loss of pay because of jury duty or other required court appearances (provided that such court appearances are connected to or arise out of his/her position with the school district). A receipt for any compensation received as a result of jury duty or court appearances shall be turned over to the school district. The school district will deduct the receipted amount from the teachers pay, except compensation received for mileage, meals, and/or lodging.
 5. Miscellaneous: Other leaves of absence without loss of pay or deduction from the teacher's total accumulated leave may be granted at the sole discretion of the administration.
- D. Teachers shall continue to earn incremental advancements on the salary scale while on paid leaves of absence, and shall continue to accrue experience credit under Article 16.
- E. Teachers on paid leaves of absence shall continue to have provided to them, at district expense, insurance benefits provided under this contract.
- F. The Family and Medical Leave Act of 1993 will be controlling in those individual cases where its provisions of benefits exceed those of this contract.

ARTICLE 10

UNPAID LEAVES OF ABSENCE

- A. Leave of absence without pay of up to two (2) semesters may be granted by the Board. Except as otherwise expressly provided in this Article, the granting of unpaid leave of absence or the renewal of such leave shall be at the sole discretion of the Board.
- B. Except in unusual circumstances, application for unpaid leave shall be made no later than forty-five (45) days before the beginning date of the requested leave, and the application shall set forth the purposes of the leave and the period of time for which the leave is requested. Whenever possible, unpaid leave of absence shall commence at the beginning of the school year or at semester breaks.
- C. Teachers on approved unpaid leave of absence shall not accrue additional paid leave days during the period of their unpaid leave, and the Board's contribution toward insurance and other fringes shall cease at the commencement of the leave; provided, however, that the Board shall continue to pay insurance premiums until the teacher goes on long term disability. For each month in which the teacher works one or more full days, the Board shall pay insurance premiums for that month.
- D. Teachers on an approved unpaid leave shall suffer no loss of experience credit for the purposes of Article 15 pertaining to reduction in force, but shall not accrue additional experience credit while on leave. Salary increments shall accrue for any year in which the teacher is actively employed for more than fifty percent (50%) of the scheduled school days.
- E. Teachers on unpaid leaves shall notify the Board, no later than ninety (90) days prior to return at the beginning of the school year and forty-five (45) days prior to return at spring semester or winter or spring trimester, before the expiration of the leave of their intention to return to active employment. Should the teacher's health be such that assistance is required, a designee may execute the notice requirements of this provision. The teacher shall be returned to any position comparable to the one occupied immediately preceding the leave, provided the teacher is certified and qualified under the terms of Article 16. If no position exists for which the teacher is so certified and qualified, the teacher shall be placed on the recall list and recalled to the first vacancy for which he or she is certified and qualified. A teacher on leave who fails to provide timely notice of intent to return shall be placed on recall vacancy for which he or she is certified and qualified under Article 16.
- F. The following unpaid leaves of absence shall be granted upon appropriate application:
 - 1. Leave shall be granted for any tenure teacher for the purpose of serving as an officer (President, Vice-President, Secretary, Treasurer) for the Michigan Education Association.

2. Leave shall be granted to any teacher for the purpose of serving in elected public office.
3. Leave shall be granted to any teacher for study related to the teacher's licensed field.
4. After the first year, year-to-year renewal of any of the above leaves may be granted by the Board upon appropriate application.

G. The following unpaid leaves shall be granted by the Board upon proper application:

1. Leave shall be granted to any teacher who is inducted or who enlists for active duty in any branch of the armed forces of the United States. Such leave shall be granted for the duration of the teacher's initial active service obligation in the armed forces. Increment movement on the salary schedule shall be granted for active service duty.
2. Leave shall be granted to any teacher whose personal illness or disability extends beyond the teacher's accumulated paid leave days. Such leave shall not extend beyond two (2) semesters unless a physician's statement confirms expeditious recovery. If the statement does not confirm reasonable recovery, then the Board, in its sole discretion, determines to extend such leave.
3. Leave shall be granted to any teacher for maternity or childrearing purposes. Such leave shall not extend beyond two (2) semesters unless the Board, in its sole discretion, determines to extend such leave.

ARTICLE 11

ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality consistent with the general welfare of the school district and the community.

- B. Freedom of individual conscience, association, and expression will be encouraged; and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

- C. Teachers employed by the Board shall be sensitive to the values, morals, creeds, political persuasions, and religious beliefs of their students.

Tolerance for appropriate expression of variance regarding the above shall be the classroom norm.

- D. The District and Association are pledged to work together to create and preserve an atmosphere which is free from censorship and artificial restraint.

ARTICLE 12

TEACHER EVALUATION

The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of both newly employed and experienced teachers and that it is the duty of the administration to evaluate all teachers. The purpose of the evaluation is to determine the extent to which a teacher is performing her/his duties. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals.

The evaluation process must be conducted according to the provisions of this agreement so as to assure the fairest and maximum benefit to the teachers.

Official classroom observation for the purpose of evaluation shall not be conducted during the first or last two (2) weeks of the school year, or on the day before a school holiday, without consent of the teacher.

A. Tenure Teachers

1. Tenure teachers shall be evaluated at least once every three (3) years. District-wide elementary and secondary evaluation forms will be used. The matter of alternative optional evaluation will be referred to a committee to reach mutual agreement prior to implementation. The District may then use the alternative evaluation forms for evaluation purposes with permission of the individual teacher. The principal will discuss with the teachers scheduled for evaluation the evaluation procedure and instrument during the pre-school orientation meetings.
2. Evaluations shall be by the building principal or assistant principal or other full-time administrator responsible for the particular teaching area (including the director of special education, administrative assistant, and curriculum director), and will be completed no later than April 15.

Visitations, one of which is at least thirty (30) minutes in length, shall be conducted openly and with full knowledge of the teacher. Visitations to be used in the evaluation process will be followed by a written summary and discussion within five (5) school days. When multiple administrators are used, the observations will be synthesized into one evaluation.

3. The final written evaluation, using the district-wide forms, will be given to the teacher by April 15. This shall conform to, and not conflict with, Article 12, Section A2, paragraph two. A personal interview to discuss this evaluation will be held within five (5) school days of such receipt. At the time of this interview, the evaluation will be signed and returned to the administration. A copy will be furnished to the teacher. In the event that the teacher feels her/his evaluation was incomplete or unjust, the teacher may put her/his objections in writing and have them attached to the evaluation report to be placed in her/his personnel file.
4. The administration shall provide, in writing, recommendations to make necessary improvements,

a reasonable time to implement said positive suggestions, and further observations to evaluate the improvement of suggestions to a teacher whose performance has been evaluated as unsatisfactory.

5. Teachers whose services are being considered for termination under provisions of the Tenure Act shall be so advised by a registered letter of notification and statement of charges from the Superintendent. The Association shall receive a copy of such notification. Teachers who are so notified may be suspended with pay, pending a final determination by the Board after completing a hearing as provided in the Tenure Act.

B. Probationary Teachers

1. Probationary teachers will be evaluated at least twice per year. District-wide elementary and secondary evaluation forms will be used. The matter of alternative optional evaluation will be referred to a committee to reach mutual agreement prior to implementation. The District may then use the alternative evaluation forms for evaluation purposes with permission of the individual teacher.
2. The final written evaluation, using the district-wide forms, will be given to the teacher by April 15. This shall conform to, and not conflict with Article 12, Section A2, paragraph two. A personal interview to discuss the evaluation will be held within five (5) school days of such receipt. At the time of this interview, the evaluation will be signed and returned to the administration. A copy will be furnished to the teacher. In the event that the teacher feels her/his evaluation was incomplete or unjust, the teacher may put her/his objections in writing and have them attached to the evaluation report to be placed in her/his personnel file.
3. No later than April 15 of each probationary year, a final written evaluation report covering each probationary teacher will be furnished to the Superintendent. A copy shall be furnished to the teacher and the Association, if the teacher requests. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefor in writing, with a copy to the Association.

- C. Each teacher shall have the right, upon request, to review the contents of her/his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. No material may be placed therein without furnishing a copy to the teacher and allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.

In the event the district receives a FOIA request for the personnel file(s) of any teacher(s), or any portion thereof, the district shall immediately provide to the affected teacher(s) and the Association:

1. A copy of the FOIA request.
2. The name(s) of the requesting parties, and all documents and all communications received by the

district related to the FOIA request.

3. The district shall take the maximum time allowed by law to respond to a FOIA request to allow the teachers, or Association, the opportunity to take whatever legal action is available to bar disclosure of any or all of the required document(s).
 4. Copies of all communications and documentation sent to the requesting parties by the district or other agents or attorneys.
- D. Access to an individual's employee personnel file shall be limited to only those individuals permitted by law.

ARTICLE 13

PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with the established policies and procedures of the Board and administration. A teacher may refuse to carry out an order which threatens physical safety.

- B. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association and administration shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.

- C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be reported to the offending teacher and the Association. If the Board so requests, the Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.

- D. A teacher shall be entitled to have present a representative of the Association when he/she has reason to believe a meeting or interview called by the administration may result in discipline. When a request for such representation is made, no investigatory meeting shall be held or disciplinary action taken unless a representative of the Association, is present. Union representation shall be provided as soon as possible after notification of the meeting.

ARTICLE 14

PROFESSIONAL IMPROVEMENT

The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in their area of specialization, and participation in community educational projects. Leaves of absence for advanced work on degrees will continue to be encouraged.

- A. The Board agrees to provide, upon application and prior approval, the necessary funds for teachers who desire to attend selected professional conferences and meetings. Travel, meals, lodging, and registration fees will be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher to relieve the participant. A teacher attending such conferences and meetings should be granted sufficient leave time to attend, without loss of compensation.
- B. Increments: Annual increments will be granted each year in accordance with the salary schedule.
- C. Teachers and the administration will mutually develop at the building and/or district level after-school courses, workshops, conferences, and professional development designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualifications to participate in the presentation of such programs. All teachers desiring to attend shall be encouraged to do so. If a workshop is required, teachers will be paid according to Schedule B-3, provided the workshop is held other than on school time.
- D. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference materials in maintaining a high level of professional performance.

In furtherance of that recognition, the Board and Association shall endeavor to provide a teacher reference section in each school and include therein all texts which are reasonably requested by the teachers and approved by the principal of that school.
- E. The Board shall provide a copy or web access of "Niles School Board Policy" and a copy of "Ethics of the Education Profession," to be placed in the teacher reference section in each school building.
- F. With mutual agreement between the teacher and principal, supported by a signed written plan, teachers may create an alternative professional development plan substituting for the district designated professional development activities. These activities may occur on days other than designated district professional development days.

ARTICLE 15

REDUCTIONS IN TEACHING PERSONNEL

- A. It is recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum, or number of teachers. Whenever the Board determines that a reduction of teachers is necessary, the following procedure shall apply to the layoff and recall of teachers. The teacher and Association shall be notified no later than May 1, of any layoffs for the beginning of the following year. Layoffs may be made during the school year due to lack of adequate program funding with a minimum of sixty (60) days' notice to the teacher and the Association. All such layoffs shall be in compliance with the tenure act and the provisions of this Agreement.
1. Probationary teachers shall be laid off first, provided there are qualified and certified tenured teachers available to perform the duties of the positions the probationary teachers are vacating, or when the positions the probationary teachers are vacating are being eliminated.
 2. If a reduction of teachers is still necessary, then tenured teachers will be laid off, provided that qualified and certified tenured teachers are available to perform the duties of the positions the tenured teachers are vacating.
- B. In determining the order of layoff and the order of recall to available positions, the Board will retain or recall those teachers who are qualified to perform the remaining or available teaching positions.
- C. In determining qualifications for retention or recall under this Article, the following criteria shall apply:
1. Grades K-6 (including Begindergarten)
 - (a) Possession of a valid teaching certificate * from the State of Michigan for grades K-6 or K-8, and (* excluding emergency permits).
 - (b) Successful classroom teaching experience for at least one (1) year in the Niles Community Schools at the K-6 level, or
 - (c) Where no teachers possess successful prior classroom teaching experience at the K-6 level, then student teaching experience at the K-6 classroom level.
 - (d) Other qualifications as required by the Michigan Department of Education, such as Highly Qualified Teacher Status.

2. Grades 7-8

- (a) Possession of a valid teaching certificate * from the State of Michigan for grades K-8 or grades 7-12, and (* excluding emergency permits.)
- (b) A major or minor (or equivalent credit hours) in the specific teaching area to which the teacher is to be assigned, or
- (c) Successful classroom teaching experience for at least one (1) year in the Niles Community Schools in the specific teaching area, or
- (d) Where no teachers possess successful prior classroom teaching experience in the specific teaching area, student teaching experience in the specific teaching area.
- (e) Other qualifications as required by the Michigan Department of Education, such as Highly Qualified Teacher Status.

3. Grades 9-12

- (a) Possession of a valid teaching certificate * from the State of Michigan for grades 7-12, and (* excluding emergency permits).
- (b) A major or minor (or equivalent credit hours), with a sufficient number of credit hours to meet the requirements of the North Central Association of Secondary Schools and Colleges in the specific teaching area to which the teacher is to be assigned, or
- (c) Successful classroom teaching experience for at least one (1) year in the Niles Community Schools in the specific teaching area, with a sufficient number of credit hours to meet the requirements of the North Central Association, or
- (d) Where no teachers possess prior successful classroom teaching experience in the specific teaching area, student teaching experience in the specific teaching area.
- (e) Other qualifications as required by the Michigan Department of Education, such as Highly Qualified Teacher Status.

4. Grades K-12

Special certification for the specific teaching areas, such as art, music, physical education, special education consultants, and special education social workers and other qualifications required by the Michigan Department of Education; successful teaching for at least one (1) year in the Niles Community Schools within the specific subject matter or assignment to which the teacher is to be assigned.

5. Special Programs

For special programs which the Board may from time to time establish, such as gifted and talented, alternative education, pre-K programs, and curriculum consultants, successful professional experience for at least one (1) year with the Board or, where no teacher possesses prior successful teaching experience, completion of special course work in the given teaching area, such as college course credits, inservice training, seminar attendance, etc.

6. As used in this Article, classroom teaching shall not include assignments in art, music, physical education, or other special courses requiring special certification from the Michigan Department of Education as set forth in paragraph 4 above, or assignments to special programs as set forth in paragraph 5 above.

D. As among those teachers whose qualifications as defined above are identical, the following point system shall be used to determine their respective qualifications for job retention or recall, with the teachers being arranged in order of the greatest number of points:

1. One (1) point per full year of full-time teaching experience with the Board (August - June equals ten (10) months). Part-time teaching and/or less than full-year teaching experience will be prorated.
2. Certification held: One point for having valid Michigan teacher certification (excluding emergency permits).

E. As among those teachers whose qualifications and points are identical, the teacher with the greatest seniority within the district shall be retained or recalled first. Seniority shall commence with the teacher's first day of work for the Niles Community Schools and shall continue to accrue without interruption unless the teacher resigns or is terminated.

F. Where teachers' qualifications, points, and seniority are identical, the teacher who has the earliest birthday in the calendar year will be retained. As of July 1, 2004, the date and time of the offer of a contract will be recorded and used to break ties of any teachers starting employment on that date or later.

G. Teachers are responsible for providing to the Board, by no later than October 15 of each year, information concerning additional semester or quarter hours, degrees, or certifications earned during the preceding year if they desire that information to be included in determining their respective qualification points.

H. The Board shall compile and keep current a qualification point list, and shall provide the Association with a copy of said list prior to December 15. It is expressly understood that the Association president or his/her designee shall, with the Administration, review the layoff list prior to notification of the

individuals to be laid off.

- I. Any layoff pursuant to this Agreement shall automatically terminate the individual's employment contract and all monetary benefits allowed, except for insurance benefits. If a teacher is laid off after working any portion of a school year, the teacher will receive insurance coverage for two months from the last working day. Laid-off teachers shall retain seniority, service credit, and all accrued leave days, but shall not continue to accrue additional leave days or service credit while on layoff.

- J. Recall shall be made in person, or if personal contact cannot be made, then notice of recall shall be made by certified mail, return receipt requested, sent to the last address provided to the Superintendent's office by the teacher, or to any agent named by the teacher. In all such cases, the Association shall be notified simultaneously.

- K. Recall shall comply with the State Teacher Tenure Law.

ARTICLE 16

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 are establishing 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 parties, therefore, agree that there will be no interruptions during the period of this Agreement.
- B. If weather conditions or other circumstances make it advisable to close the schools for more than a half-day, and if such school closing results in fewer days of school than is required for full state funding, then such lost time shall be made up without additional salary being paid. Teachers will not be required to be in school during such closings. Such make-up days will be added as an extension to the school year or any other days as may be mutually acceptable.

Conditions may warrant delaying the start of school. If a delay is announced by the administration, the delay shall be for two hours. Teachers shall report thirty (30) minutes before the delayed student starting time.

ARTICLE 17

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

- B. All teachers newly employed shall be given full credit on the salary schedule set forth in Schedule B for full teaching experience or other experience for which credit is allowed, but not to exceed actual years of experience. Effective with the 2004-2005 school year, teacher applicants with outside years of experience may be hired on any step of the salary schedule not to exceed the total years of outside experience. Effective with the ratification of the 2009-2011 contract, teacher applicants with Niles Community Schools years of experience may be hired on any step of the salary schedule not to exceed the total years of Niles Community Schools experience and outside experience.
 - 1. The Board may grant years of experience credit on the salary schedule to vocationally certified teachers at the rate of one (1) year's credit for each 2,000 hours required for certification and earned by the teacher. This experience credit shall be in effect only while the teacher fills a teaching position requiring the vocational certification for which the credit was granted.
 - 2. Credit for military service, not to exceed two (2) years, will be granted if the military service interrupted teaching.

- C. The salary schedule is based upon the regular school calendar as set forth in Schedule A and the normal teaching load as defined in this Agreement.

- D. Teachers involved in extra duty assignments set forth in Schedules B-1, B-2, and B-3, which are attached and incorporated in this Agreement, shall be compensated in accordance with the provisions thereof.

- E. Mileage shall be granted at the standard IRS rate. A minimum of \$100 will be paid to all teachers who are required to travel from one building to another to carry out their teaching assignment. A teacher shall receive reimbursement for actual miles traveled for a split assignment between Lardner and Senior High. The mileage shall be reimbursed on the basis of the distance from the first assigned building to all subsequent buildings visited in the day, with total mileage ending at the last daily assignment. Accurate records shall be kept during the year if the teacher expects to be paid more than the minimum.

ARTICLE 18

SPECIAL TEACHING ASSIGNMENTS

- A. Assignments for credit courses, driver education, and summer school programs will be made by the Board on the basis of preference to teachers regularly employed in the district during the normal school year. No teacher shall be required to work a split shift or to teach less than two (2) hours in any summer school program. Teachers shall be compensated for teaching in any of such programs at not less than their hourly rate, calculated on the basis of the current teaching year. Summer pay will be on the basis of the previous year's salary and calculated on Schedule B-3.

- B. The Board will maintain a list of qualified substitute teachers. Teachers shall be informed of a telephone number and or Website they should contact to report unavailability for work. Contact should be made 1.5 hours before the start of the teacher day. Such contacts should be made the evening before absences if possible. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

- C. Supervision by a teacher of a student teacher shall be voluntary, and no teacher shall supervise more than one such student or equivalent teacher simultaneously. The supervising teacher will receive funds paid to the school by the student teacher's school.

ARTICLE 19

TERMINAL LEAVE

- A. In recognition of services to the school district, a terminal leave payment of 1/10 of 1% of the teacher's final base salary per years of service in the district will be paid upon retirement, provided the teacher shall have been employed in the school district for the last ten (10) years.

- B. Teachers who have achieved five (5) or more years of continuous active service with the district and who retire under the provisions of the Michigan Public School District Retirement System shall receive, upon retirement, a sum equal to \$20 for each day of unused sick leave which the teacher has accumulated at the time of his/her retirement.

ARTICLE 20

STUDENT DISCIPLINE AND TEACHER PROTECTION

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 the responsibilities with respect to such pupil.

- A. The teacher is responsible for maintaining good discipline in her/his classroom by presenting relevant material that helps maintain student interest and by practicing acceptable methods of discipline.
- B. A teacher may send pupils from a class to the office when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as her/his teaching obligations will allow, full particulars of the incident. Final disposition of the case will be discussed with the teacher.
- C. Any case of physical assault shall result in suspension from school for a minimum of five (5) days, and may result in a recommendation to the Superintendent and/or Board for longer suspension (6-10 days) or expulsion. This minimum suspension is to take place within the day of the incident. Due process procedures will be followed in all cases. (See Recommended Guide to Student Rights and Responsibilities in Michigan 1974 or its replacement.)
- D. Time lost by a teacher in connection with an incident mentioned in this Article shall not be charged against the teacher if finally determined not to be at fault.
- E. If assaulted while on duty for the school district, the Board will fairly reimburse a teacher for any losses, damage, or destruction of clothing or personal property of the teacher.

The Board will reimburse teachers who, while on duty, suffer loss, damage, or destruction of clothing or personal effects in their immediate possession due to acts against them resulting from discharge of their duties, provided such loss shall not be the result of their negligence or misconduct and provided it shall be promptly reported, the same or next day, in writing and substantiated to the administrator in charge. Personal effects as used in this paragraph means effects normally carried on one's person, such as watches, rings, glasses, etc.

- F. The Board shall not recognize any complaint against any teacher by any individual(s) (except law enforcement agencies) unless the following procedures are followed:
1. The complaining party shall have first attempted to resolve the problem with the teacher involved or, as an alternative, will confer with the building principal. At the request of the principal, the complainants, and/or the teacher involved, the principal shall attempt to arrange a conference between all parties concerned in order to resolve the problem. The principal may decide to discuss the matter with the parties involved separately. In any event, the teacher shall be notified of the problem as soon as practical.
 2. If the complaint is not resolved at Step 1 above, the complaint is reduced to writing and signed by the complainants(s) or investigative officer(s). Such complaint shall be specific containing the details of the complaint, known as of that date the complaint is signed.
 3. Should the problem be placed on the agenda of the Board, the teacher involved shall be furnished a written statement containing the details of the complaint. This written statement shall be provided by the administration in advance of the meeting with the Board to which meeting the parties are invited to attend. The Association shall have the right to be represented and to provide representation to the teacher
 4. No action under this section shall be taken upon any complaint directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel record, unless the matter is reported in writing to the teacher concerned within five (5) school days after the principal is aware of the complaint. The president of the Association shall be notified of any complaint as soon as it is possible after the teacher is notified.
 5. During the investigation of any complaint, the complaint and all documents resulting from its investigation shall be kept in an investigatory file separate from the teacher's personnel file.
 6. Should a complaint be found to have merit, the teacher shall be so notified. Only in the event of disciplinary action as the result of a complaint shall documentation of such complaint become part of the teacher's personnel file.

ARTICLE 21

TEACHER BENEFITS

Insurance Protection

A. Full-time teachers:

The Board shall pay the premiums for a full twelve (12) months, with a cost to the full-time Bargaining Unit Member of 3% per month for the Choices II program or 3% of the Choices II premium plus the difference between the Choices II premium and the Super Care 1 premium for the MESSA-PAK Plan A which is described below as Option 1. The following formula will be used to figure co-pays:

1. Calculate the cost of Choices II at 100% participation.
2. Calculate 97% of that times total number of insured. (Board contribution)
3. Calculate 3% of #1 times total number of insured. (Employee base contribution)
4. Calculate total current cost. (Choices II cost plus Super Care cost)
5. Calculate remainder to be paid by Super Care I participants. (#4 minus #2 minus #3)
6. Calculate the amount to be paid by each Super Care I participant. (#5 divided by number of Super care I participants)

As of July 1, 2010, all of the references above to 3% will change to 5% and references to 97% will change to 95%. The amount paid by the Bargaining Unit Member will be processed through an automatic payroll deduction. Plan B is paid for by the Board of Education with no cost to teachers.

The MESSA Plan A or Plan B described below is subject to the requirements and restrictions of MESSA. The MESSA-PAK shall cover the teacher and his/her entire family. The Board shall sign a Board-participation agreement.

1. The open enrollment period will be September. The hospitalization insurance becomes effective immediately on the first day of work for all new teachers.
2. After the September enrollment period, new teachers may enroll, but will not be covered by insurance until the first of the month following 30 consecutive calendar days of employment.
3. Dependents may be added at any time, but a new application must be completed. They are subject to the eligibility requirements as set forth by the insurance company.
4. The Board assumes no responsibility for insurance benefits for teachers on unpaid leaves; however, in the case of extended illness, the Board will continue payment of the premium until August 31 or the expiration of sick leave, whichever is the later date.
5. The hospitalization insurance is nonduplicating. Therefore, teachers who have complete

hospitalization insurance coverage elsewhere are requested to sign a waiver exempting

them from coverage. It is understood that they may be added during the year if their hospitalization needs change, subject to the enrollment procedures set forth in items 1 and 2.

6. Optional benefits may be selected during the open enrollment period, for which the Board agrees to make payroll deductions.
7. All insurance coverage is subject to all rules and regulations as set forth by the insuring company, which shall have final discretion over eligibility, payment of benefits, etc.; the Board assumes no responsibility for benefits not specifically covered by the insurance company.
8. All full-time teachers and those full-time teachers who have taught a full year and choose to leave the district's employ in June will have insurance coverage through August 31.

Plan A

Health: Super Care 1 with XVA-2 Rider – effective September 1, 2001
\$5/\$10 drug card
\$100/\$200 deductible
or
Choices II

Effective September 1, 2010, the Choices II program shall include the \$10/20 RX rider and the \$20 office visit.

LTD: Plan 1; 66-2/3%; 90-calendar-day modified fill;
\$2,500 monthly maximum
Dental: Delta Dental Plan E07 (80/80/80: \$800)
Life: \$30,000 negotiated life, with AD&D
Vision: VSP-2

Plan B

The Board shall pay the premiums for a full twelve (12) months without cost to the full-time Bargaining Unit Member for those who choose MESSA-PAK Plan B, which is described below. These benefits are provided for Bargaining Unit Members subject to the requirements and restrictions of MESSA.

Long Term Disability: 66 2/3%
Delta Dental: 80/80/80; \$1,300
Negotiated Life: \$40,000 with AD&D
Vision: VSP-3

Cash Option: \$125 per month (effective 7-1-10)
Dependent Life: \$2,000 spouse; \$2,000 each eligible child

The Board shall adopt and implement a Section 125 plan that meets the approval of the Association.

Teachers not electing MESSA-PAK Plan A will select MESSA-PAK Plan B.

Any contribution amounts exceeding the Board's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

B. Less than full-time teachers:

Less than full-time teachers may select one of the options listed below.

1. Take MESSA-PAK Plan A or Plan B prorated according to the percentage of time you are teaching.

ARTICLE 22

SABBATICAL LEAVE

- A. After service with the Board for a period of seven (7) years, a teacher may apply for a one- or two-semester sabbatical leave.
- B. During such sabbatical leave, a teacher may be deemed to be in the employ of the Board and will receive the equivalent of half salary and existing fringe benefits.
- C. Sabbatical leave will be for the purpose of study on an approved program developed with the administration and a committee consisting of one elementary, one junior high, and one senior high teacher, plus one secondary and one elementary principal. The Superintendent or his agent will chair this committee.
- D. The committee may recommend up to one (1) percent of the teachers for sabbatical leave, such recommendations being made to the Board, which may approve up to one (1) percent of the teachers. If a request for sabbatical is denied, the denying body (committee or Board) will give the reason(s) in writing, with copies furnished to the teacher and the Association.
- E. Upon return from sabbatical leave, a teacher will assume a teaching position similar to the one occupied when going away.
- F. The person on sabbatical signs a formal agreement to return to employment with the Board for a minimum period of one (1) year. The above agreement shall stipulate that, failing to return to the Board for the one-year minimum, the teacher shall reimburse the Board for the full amount paid the teacher during the sabbatical leave.
- G. If a sabbatical leave is contemplated for the following school year, the teacher should file in the Personnel Office the initial application for sabbatical leave by November 15. All of the final letters of recommendation and the outlined plan of the complete sabbatical leave program will be submitted by the teacher to the Personnel Office by January 15. As a result of the information provided, the Sabbatical Leave Committee will meet to form a recommendation to the Board. The Board will take action on the committee's recommendations at the April meeting.

ARTICLE 23

PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided. Decisions regarding the nonrenewal of a non-tenure teacher or placement of a non-tenure teacher on third year probation may be processed through, and including, the Board level of this grievance procedure. However, if such a grievance is not satisfactorily resolved after the Board level, it cannot be appealed to arbitration under Section G of this article.
- B. In the event that a teacher believes there is a basis for a grievance, he/she shall, within five (5) school days of the incident, first discuss the alleged grievance with the building principal or appropriate supervisor, either personally or accompanied by her/his Association representative.
- C. If as a result of the informal discussion with the building principal or appropriate supervisor a grievance still exists, he/she may invoke the formal grievance procedure on the form set forth in Schedule C, signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal or appropriate supervisor within five (5) school days after the day of the informal discussion with the principal. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by her/him.
- D. Within five (5) school days of receipt of the grievance, the principal shall meet with the grievant and the Association's grievance committee in an effort to resolve the grievance. The principal or supervisor shall indicate her/his disposition of the grievance by endorsement within five (5) school days of such meeting and shall return the grievance forms to the Association's grievance committee.
- E. If the Association is not satisfied with the disposition of the grievance, the grievance shall be transmitted by the Association to the Superintendent within seven (7) school days of receipt of the disposition from the principal. If no disposition has been made within five (5) school days of such a meeting (or nine (9) school days from the date of filing, whichever shall be later), the Association may use up to seven (7) additional school days to transmit the grievance to the Superintendent. Within five (5) school days, the Superintendent or designee shall meet with the Association on the grievance and shall indicate her/his disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association.

- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent or designee, the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board within seven (7) school days of receipt of the disposition. If no disposition has been made within five (5) school days of such meeting (or nine (9) school days from the date of filing, whichever shall be later), the Association may use up to seven (7) additional school days to transmit the grievance to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall be furnished to the Association.
- G. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within seven (7) calendar days, the Board shall be notified by the Association that the grievance will be submitted to arbitration before an impartial arbitrator. This notification by the Association shall be within thirty (30) school days of the receipt of disposition or lack of disposition. If both parties cannot agree on the selection of an arbitrator, the arbitrator shall be selected from a list supplied by the American Arbitrator Association and shall conduct the hearing in accord with its rules, which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground, or to rely on any evidence, not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree that judgment thereon may be entered in any court of competent jurisdiction. Both parties agree that the ruling of an arbitrator shall be binding.
- H. The fees and expenses of the arbitration shall be shared equally by the parties.
- I. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- J. If an individual teacher has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interest of the teacher shall be the sole responsibility of the Association.
- K. The Association shall furnish a list of all Association committees and representatives of the Association by October 15.

ARTICLE 24

NEGOTIATION PROCEDURES

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters.
- B. By March 15 prior to the expiration of this Agreement, upon request of either party, negotiations will be undertaken for an agreement covering the next school year.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions on a tentative basis in the course of negotiations.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE 25

MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties, and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement, and any individual contract hereinafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect.
- D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers employed by the school system.
- E. When retention or promotion of a K-6 student is in question, a conference with the principal, teacher, parent and/or other appropriate personnel shall be held. Final decision will rest with the administration.
- F.
 - 1. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the first day of active employment or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
 - 2. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy,

and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

3. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedure outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Board shall deduct one-tenth (1/10th) of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.
4. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the wages of any such member and make appropriate remittance for MEA-FS's MEA-sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance, etc.), MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA Fund for Children and Public Education (formerly known as "NEA-PAC") contributions or any other plans or programs jointly approved by the Association and Employer.
5. Due to certain requirements established in court decisions, the parties acknowledge that the amount of the Service Fee charged to nonmembers along with other required information may not be available and transmitted to nonmembers until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or nonpayment of the representation Service Fee by nonmembers shall be activated no earlier than thirty (30) days following the Association's notification to nonmembers of the Service Fee for that given school year.
6. The procedure in all cases of nonpayment of the appropriate service fee shall be as follows:
 - a. The Association shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested, explaining that he or she is delinquent in not tendering the service fee, specifying the current amount of the delinquency and warning him or her that unless the delinquent service fees are paid or a properly executed deduction form is tendered within fourteen (14) days of the Association's notification to the bargaining unit member, he or she shall be reported to the Board and a deduction of service fee shall be made from his or her salary.
 - b. If the bargaining unit member fails to comply, the Association shall give a copy of the letter sent to the delinquent bargaining unit member and the following written notice to the Board at the end of the fourteen (14) day period:

The Association certifies that (NAME) has failed to tender the periodic service fee

required as a condition of employment under the agreement and demands that, under the terms of this agreement, the Board deduct the delinquent service fees from the collective bargaining unit member's salary. The Association certifies that the amount of the service fee includes only those items authorized by law.

- c. The Board, upon receipt of said notice and request for deduction, shall act pursuant to the paragraphs above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Association, in enforcing this provision, agrees not to discriminate between bargaining unit members.
 - d. Bargaining unit members may object to the use of the service fee for matters not permitted by law. The procedure for making such objections is that officially adopted by the Association. A copy of the Association's policy will be provided to each Fee Payer by the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures."
7. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
- a. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 - b. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
 - c. The Association shall have, after consultation with the Board, complete authority to compromise and settle all claims which it defends under this section.
- The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages, including claims paid, and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.
- d. The Association shall reimburse the Board for the cost for deduction of political contributions in the amount of Fifty Dollars (\$50.00) (flat amount) per year.

- G. It is understood that the NDEA has the right to appeal any rule, order, or regulation of the Board directly to the office of the Superintendent, who will set up a hearing within seven (7) calendar days. A copy of the Superintendent's disposition of the case will be sent to the Association within seven (7) calendar days. If the Association is not satisfied with the Superintendent's disposition, appeal may be made to the Board of Education within seven (7) calendar days. The Board shall, within fourteen (14) calendar days, meet with the Association and hold an adversary hearing, at which time the Association may present

evidence. A copy of the Board's disposition of the case shall be supplied to the Association within seven (7) days after the hearing.

- H. The Board may make direct payroll deposits to banks, savings and loan associations, and other financial institutions that are registered with the Berrien County Intermediate School District. Such direct payroll deposits shall be made only on the written request of the teacher.
- I. No teacher shall be granted tenure in position. Tenure granted by the Board shall be teaching tenure only, regardless of assignment.
- J. During the school year, "school" days will mean days when teachers are scheduled to work. During the summer, "school" days will mean days that the Central Office is scheduled to be open for business. The summer schedule for the Central Office will be daily, Monday through Friday, except for the 4th of July holiday and Labor Day.

ARTICLE 26

SITE-BASED DECISION MAKING

- A. Definition: Site-based decision making is a joint planning and problem-solving process that seeks to improve the delivery of quality education. It is a process through which those individuals responsible for the implementation of a decision at the building level are actively and legitimately involved in making the decision.

- B. Scope: Site-based decision making shall not address collectively bargained topics (wages, benefits), employee performance matters established in statute (such as Public Employee Relations Act), or Board policy. Decisions made at the building level will not exceed budgetary limits. The parties will work together to seek funding for building goals.

- C. Teacher protection: Any participation in site-based decision making shall be voluntary.

- D. Compensation: Teachers selected for the site-based decision making committee shall receive compensation at the level specified in Schedule B-1.

Such compensation shall cover committee activities, training, meetings, and other duties connected with the responsibilities of the position.

- E. Training: Committee members may receive training in such areas as the site-based decision making process, decision making models, conflict resolution, and goal setting.

- F. Sub-committees: Site-based decision making committees may appoint sub-committees for specific tasks. For time spent beyond the regular work day, sub-committee members shall receive Schedule B-3 workshop rate compensation for any preapproved hours in excess of five (5) hours per month.

ARTICLE 27

MENTOR TEACHERS

- A. A Mentor Teacher shall be identified in section 1526 of the School Code and shall perform the duties of a master teacher as specified in the code. The Mentor Teacher shall preferably be a member of the bargaining unit. The Administration will post a generic Mentor Teacher opening for all buildings by May 1 of each year.
- B. Each teacher in her/his first three (3) years of classroom teaching, hereinafter referred to as a mentee, shall be assigned a Mentor Teacher. The Mentor Teacher shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion.
- C. In the event that a teacher is chosen as the Mentor Teacher, the following conditions shall apply:
 - 1. Subsequent participation as a Mentor Teacher shall be voluntary.
 - 2. Effort will be made to match Mentor Teachers and mentees who work in the same building and have the same area of certification.
 - 3. The Mentor Teacher assignment shall be for one (1) school year, subject to review by the Mentor Teacher, the mentee, and the principal after four (4) months. The mentoring assignment will be changed upon mutual request or will be considered for change at the request of either party. The appointment may be renewed in succeeding years.
- D. Because the purpose of the Mentor Teacher is to help acclimate the teacher and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree:
 - 1. That the relationship shall not, in any fashion, be a matter included in the evaluation of either teacher.
 - 2. Neither the mentor nor the mentee shall be permitted to participate in any matter related to the evaluation or supervision of the other.
- E. Whenever possible, the Mentor Teacher and the mentee shall be assigned the same preparation time. Variation of this must be accompanied by written notification of the reasons to the mentor, the mentee and the Association.
- F. Mentor Teachers shall be compensated for the extra responsibilities as established in Schedule B-1.
- G. Mentor Teachers shall be provided with training and assistance by the administration to aid in the success of the mentoring relationship. Assigned mentor training activities outside the work day or school year that exceed eight (8) hours per year shall be compensated at the Schedule B-3 workshop rate.

DURATION OF AGREEMENT

This agreement shall be effective July 1, 2009, and shall continue in effect until the 30th day of June, 2011. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. It may be reopened only by mutual consent.

ASSOCIATION

BOARD

By _____
NDEA President

By _____
President

By _____
MEA Uniserv Director

By _____
Superintendent

Dated this _____ day of _____, 2010

SCHEDULE A

CALENDAR FOR SCHOOL YEAR 2009-2010

August 24,25,26	Professional Development for New Teachers	Full Days
August 31,Sept. 1	Professional Development for All Teachers	Full Days
September 2	Staff Meetings	Half Day
September 7	Labor Day	No School
September 8	First Day for Students	Full Day
November 9,10	Parent-Teacher Conference	No School
November 25	Professional Development for All Teachers(half)	No School
November 26,27	Thanksgiving Vacation	No School
Dec. 21-Jan.1	Winter Vacation	No School
January 4	School Resumes	Full Day
January 18	Half day Professional Development,half day Teacher Work Day	No School
January 29	Professional Development for All Teachers	No School
February 22,23	Parent-Teacher Conferences	No School
April 2	Beginning of Spring Break	Half Day
April 5-April 9	Spring Break	No School
April 12	School Resumes	Full Day
April 23	Professional Development for All Teachers	No School
May 31	Memorial Day	No School
June 4, 2010	Last Day for Students	Full Day
June 7, 2010	Work Day for Teachers	No School

Any hours that need to be made-up to collect full state aid will be added at the end of the school year.

The school calendar will be developed no later than May 1 of each year. The calendar will include the county-wide dates for start of school, winter break and spring break. The calendar will include 165 full student days, two (2) half student/teacher days, three (3) student half days, four (4) days for parent-teacher conferences (2 each semester), and one (1) half day staff meeting time before students return, one (1) day teacher work day after the students' last day, and the equivalent of five (5) professional development days. The parent-teacher conference days and the student half days will be mutually determined. The administration will consult with the Association on the five (5) professional development days.

Teacher Work Day means teachers are expected to use the time to work on grades and other school related tasks. Work time is not be used for administrative lead staff meetings except for a brief end of the year staff meeting for the purpose of wrap up information.

End of Marking period dates and "grades due" dates will be published at the start of the school year.

SCHEDULE A

CALENDAR FOR SCHOOL YEAR 2010-2011

August 23,24,25	Professional Development for New Teachers	No School
August 30	Professional Development for All Teachers	No School
August 31	½ day Staff Meeting, ½ day Teacher Work Day	No School
September 6	Labor Day	No School
September 7	First Day for Students	Full Day
October 8	Professional Development for All Teachers	No School
November 8,9	Parent Teacher Conference	No School
November 24	Professional Development for All Teachers (half)	No School
November 25,26	Thanksgiving Vacation	No School
Dec. 20 to Dec. 31	Winter Vacation	No School
January 3	School Resumes	Full Day
January 17	Martin Luther King Day	No School
January 24	½ day Professional Development, ½ day Teacher Work Day	No School
February 21,22	Parent Teacher Conferences	No School
April 1	Beginning of Spring Break	Half Day
April 4 to April 8	Spring Break	No School
April 11	School Resumes	Full Day
April 15	Professional Development for All Teachers	No School
May 20	Professional Development for All Teachers	No School
May 30	Memorial Day	No School
June 7	Last Day for Students	Full Day
June 8	½ day Teacher Work Day	No School

Any hours that need to be made-up to collect full state aid will be added at the end of the school year.

The school calendar will be developed no later than May 1 of each year. In subsequent years, the calendar will include the county-wide dates for start of school, winter break, and spring break. The calendar will include the equivalent of 167 full days and one half day, four (4) days for parent teacher conferences (2 each semester), one (1) half day staff meeting before school starts, the equivalent of one and one half (1.5) teacher work days, and the equivalent of five (5) professional development days. The parent-teacher conference days and the student half day will be mutually determined. The administration will consult with the Association on the five (5) professional development days.

Teacher Work Day means teachers are expected to use the time to work on grades and other school related tasks. Work time is not to be used for administrative lead staff meetings except for a brief end of the year staff meeting for the purpose of wrap up information.

End of Marking period dates and “grades due” dates will be published at the start of the school year.

SCHEDULE B

NILES COMMUNITY SCHOOLS

SALARY SCHEDULE 2010-2011

	BA	Degree	BA	+ 15	Masters	or 45 Hours	MA	+ 15	MA	+ 30	MA	" + 45
Step	Index	Dollars	Index	Dollars	Index	Dollars	Index	Dollars	Index	Dollars	Index	Dollars
	100	\$31,210										
1	110	\$34,331	115	\$35,892	125	\$39,013	135	\$42,134	150	\$46,815	160	\$49,936
	112.5	\$35,111	117.5	\$36,672	127.5	\$39,793	137.5	\$42,914	152.5	\$47,595	162.5	\$50,716
2	115	\$35,892	120	\$37,452	130	\$40,573	140	\$43,694	155	\$48,376	165	\$51,497
	117.5	\$36,672	122.5	\$38,232	132.5	\$41,353	142.5	\$44,474	157.5	\$49,156	167.5	\$52,277
3	120	\$37,452	125	\$39,013	135	\$42,134	145	\$45,255	160	\$49,936	170	\$53,057
	122.5	\$38,232	127.5	\$39,793	137.5	\$42,914	147.5	\$46,035	162.5	\$50,716	172.5	\$53,837
4	125	\$39,013	130	\$40,573	140	\$43,694	150	\$46,815	165	\$51,497	175	\$54,618
	127.5	\$39,793	132.5	\$41,353	142.5	\$44,474	152.5	\$47,595	167.5	\$52,277	177.5	\$55,398
5	130	\$40,573	135	\$42,134	145	\$45,255	155	\$48,376	170	\$53,057	180	\$56,178
	132.5	\$41,353	137.5	\$42,914	147.5	\$46,035	157.5	\$49,156	172.5	\$53,837	182.5	\$56,958
6	135	\$42,134	140	\$43,694	150	\$46,815	160	\$49,936	175	\$54,618	185	\$57,739
	137.5	\$42,914	142.5	\$44,474	152.5	\$47,595	162.5	\$50,716	177.5	\$55,398	187.5	\$58,519
7	140	\$43,694	145	\$45,255	155	\$48,376	165	\$51,497	180	\$56,178	190	\$59,299
	142.5	\$44,474	147.5	\$46,035	157.5	\$49,156	167.5	\$52,277	182.5	\$56,958	192.5	\$60,079
8	145	\$45,255	150	\$46,815	160	\$49,936	170	\$53,057	185	\$57,739	195	\$60,860
	147.5	\$46,035	152.5	\$47,595	162.5	\$50,716	172.5	\$53,837	187.5	\$58,519	197.5	\$61,640
9	150	\$46,815	155	\$48,376	165	\$51,497	175	\$54,618	190	\$59,299	200	\$62,420
	152.5	\$47,595	157.5	\$49,156	167.5	\$52,277	177.5	\$55,398	192.5	\$60,079	202.5	\$63,200
10	155	\$48,376	160	\$49,936	170	\$53,057	180	\$56,178	195	\$60,860	205	\$63,981
	157.5	\$49,156	162.5	\$50,716	172.5	\$53,837	182.5	\$56,958	197.5	\$61,640	207.5	\$64,761
11	160	\$49,936	165	\$51,497	175	\$54,618	185	\$57,739	200	\$62,420	210	\$65,541
					177.5	\$55,398	187.5	\$58,519	202.5	\$63,200	212.5	\$66,321
12					180	\$56,178	190	\$59,299	205	\$63,981	215	\$67,102
					182.5	\$56,958	192.5	\$60,079	207.5	\$64,761	217.5	\$67,882
13					185	\$57,739	195	\$60,860	210	\$65,541	220	\$68,662

- (a) All hours to be considered for any pay level beyond the B.A. Degree must be graduate hours unless such hours are taken at the direction or mandate of the administration.
- (b) "or 45 Hours" means that approval of such hours in lieu of the M.A. Degree may be accepted.
- (c) Any teacher that was placed on the salary schedule with workshop type credits prior to July 1, 1994, shall continue to be credited for such credits.

SCHEDULE B-1

ADDITIONAL COMPENSATION FOR EXTRA DUTIES

	Percentage of Base
<u>Senior High School</u>	
Band	15
Class Sponsors	
Freshman	3
Sophomore	3
Junior	3
Senior	4
Prom	3
Club Sponsors - Interest/Activity (B.S.A., French, German, Photography, Spanish, etc.)	2
Club Sponsors - Service/Competition (S.A.D.D., National Honor Society, Future Problem Solving Club, D.E.C.A., V.I.C.A., Science, Math, Quiz Team, Art, etc.)	3
Color Guard	4
N Club	2
School Paper Sponsor	3
Student Council Advisor	10
Tattler	20
Technical Director and Stage Manager	15
Ushers' Club	8
Vocal Music (includes musical)	20
Musical Assistant Director	10
Intramural Director	To be determined

<u>Middle School</u>	
Games Manager	\$50 per Event
Band	6
Club Sponsors - Math, Science, F.T.A., etc.	2
School Paper Sponsor	1/3 per issue
Student Council	5
Vocal Music	4-6
Yearbook	4-8
Science Olympiad	3

<u>Elementary</u>	
Safety Patrol	6
Student Council	6
Teacher in Charge	6
Elementary Clubs	2

Mentor Teacher	2% of base
Department Chairperson	
Fewer than 4 in department	4% of teaching salary
4 or more in department	5% of teaching salary
Area Curriculum Specialists	2-5% of teaching salary
Coordinator of Subject Area	2-5% of teaching salary
Site-Based Decision Making Committee	2% of base
Curriculum Committee Work	Release time and/or workshop rate
Piloting	Release Time and/or workshop rate

NOTE: The percentage shall increase at least 1% each year to the maximum, provided performance has been satisfactory and the size of the responsibility justifies such increase, as determined by the building principal.

There is no tenure in any of the above assignments. The indicated pay is applicable only if teachers are assigned to the positions.

New clubs, organizations, or coaching positions will be assigned a percentage consistent with like positions described in the Schedule B portion of the contract and discussed at

contract review.

Curriculum Associates:

Grade Level Leaders -	\$300 - \$800
Team Leaders -	\$300 - \$800
Curriculum Leaders (Dept. Heads) -	\$800 - \$3,000
Committee Chairperson -	\$300 - \$2,000

All curriculum associates are part of the building school improvement team. Assignments are for one year. A job description for each position will be developed before the position is posted. The intent of this change is to make more leadership opportunities available for teachers and to give the Administration flexibility in curriculum development and support.

The Games Manager position will be re-posted for the 2010-11 school year with priority consideration given to NDEA members.

SCHEDULE B-2

COACHES' SALARY PERCENTAGES

Baseball/Softball Varsity J.V. Freshman	15% 12% 10%	Soccer Varsity J.V.	12% 9%
Basketball Varsity J.V. Freshman 7 and 8	22% 15% 13% 9%	Tennis Varsity J.V. 7 and 8	10% 8% 7%
Cross Country Boys' Varsity Girls' Varsity 7 and 8	10% 10% 7%	Track Varsity Assistant 7 and 8	15% 11% 9%
Football Varsity Varsity Assistant J.V. Freshman 7 and 8	22% 15% 15% 15% 8%	Volleyball Varsity J.V. Freshman 7 and 8	15% 12% 10% 7%
Golf Varsity	10%	Wrestling Varsity J.V. 7 and 8	18% 14% 8%
Cheerleader Sponsors: Varsity Reserve Freshman 7 and 8 (for 2 teams) Competitive Cheer	8% 7% 6% 5% 10%		

Head coaching salaries are computed on B.A. schedule, steps one (1) through six (6),

according to coaching experience in the particular sport. There is no tenure in athletic coaches' assignments. Pay is applicable only if teachers are assigned to the positions.

A maximum of five (5) years' credit outside Niles may be allowed, provided however, said experience is from a school comparable to Niles. Allowable experience shall be Senior High School experience in the specific sport and in the coaching position.

For the duration of this Agreement, bargaining unit coaching positions that are held by non-bargaining unit members need not be posted.

SCHEDULE B-3

- A. Pay for professional teaching assignments, such as summer school, driver's training, and adult education classes taken for credit, shall be based on professional preparation.

The hourly rate of pay shall be not less than five hundredths of one percent (.05%) of the annual teaching salary.

- B. Pay for workshops will be \$15.00 per hour; \$45.00 per one-half day, not to exceed three and one-half hours; \$75.00 per day, not to exceed six hours; \$300.00 per week (lunch time is excluded from workshop hours and pay).

- C. Pay for work at income-producing school activities, such as athletic events, gym shows, etc., shall be as follows:

High School basketball, football, and gym shows - \$15.00 per night

High School wrestling, track, and Junior High activities - \$7.50 per night

Noon Duty - \$15.00 per hour (prorated for minutes worked)

- D. The daily salary of a teacher is calculated by dividing his/her contractual base salary by the contractual period of 194 days.

- E. Teachers requested to work an additional week or weeks beyond the normal school year will be paid at a prorated salary if this work is an extension of their regular job and essentially the same as their regular job. If the additional work is different from their usual or regular job, then the salary will be two (2) percent of their regular salary for each week worked.

- F. Changes in education and teaching strategies make it difficult to specify class size and loads. Individualization, multi-level, team teaching, and open classrooms are a few of the situations in which class groupings are flexible and vary greatly. Class loads will be kept within reasonable limits. A reasonable number for K-3 is 27; and for 4-6, 30; in homerooms. Only at the beginning of the school year, class size could possibly exceed the maximum overload. Within ten (10) days after the beginning of the school year the affected teachers shall meet concerning each overload. A remedy will be put into effect within the next ten (10) days. Teachers with an overload exceeding the contractual K-3 limits of 27 or the 4-6 limits of 30 shall have the choice of money or aide time for these three overloads. Aide time will be provided for 28, 29, and 30 students for K-3; and 31, 32, and 33 students for 4-6. Money will be paid for the full marking period at a rate of \$200 per student per year. Aide time will be allowed at one (1) hour per day per student. Adjustments will consider the use of aides, extra pay, and other

arrangements determined by the above-mentioned group. Aide time will be allowed at the rate of one (1) hour per day for each student over the limits. If the pay option is selected, pay will be at the rate of \$200 per student. Overloads will be computed as an average for each of the marking periods, as determined by the attendance records maintained at each school.

- G. On the tenth (10th) school day of a marking period a class count will be taken and recorded. The counts for each marking period will be averaged, and the average number of students will determine the overload payment. Pay is at the rate of \$200 per student overload for the entire year. Overload payments will be calculated and paid at the end of the school year. (See Article 5.)

SCHEDULE C

PROFESSIONAL GRIEVANCE REPORT

School District: _____ Grievance Number: _____
School: _____ Date of Violation: _____
Date of Grievance: _____

Subject to provisions of the professional negotiations Agreement between the Board and Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative(s) to process this request or claim arising therefrom in this or any other stage of the professional grievance procedure, including arbitration, to adjust or settle the same.

STATEMENT OF GRIEVANCE:

REMEDY REQUESTED:

Approved for Processing:

Date: _____

Signature of Grievant (Use reverse side
for additional signatures, if more than
one grievant, or for additional statements.)

Principal's Disposition:

Date: _____

Association's Disposition:

Date: _____

Signature of Principal

Satisfactory _____

Unsatisfactory _____

Superintendent's Disposition:

Date: _____

Association's Disposition:

Date: _____

Signature of Superintendent

Satisfactory _____

Unsatisfactory _____

SCHEDULE D

SALARY ADVANCEMENT POLICIES

Section 1 - Hours to be Considered

Hours to be considered for any pay level beyond the B.A. must be graduate semester hours. Hours to be considered for career schedule must be subsequent to the receipt of an M.A. degree.

Section 2 - Transcripts

An official transcript must be submitted to the Personnel Office and placed in the teacher's permanent file before the teacher moves to the next level on the salary schedule.

Family and Medical Leave Act of 1993

FMLA Summary

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division
February 1993

The Family and Medical Leave Act of 1993 (FMLA) becomes effective on August 5, 1993, though special rules apply where a collective bargaining agreement is in effect. The Secretary of Labor must prescribe regulations implementing the Act in early June.

The FMLA requires private sector employers of 50 or more employees, and public agencies to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are "eligible" if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles. Similar provisions also apply to federal and congressional employees.

Reasons for Taking Leave. . .

An employer must grant unpaid leave to an eligible employee for one or more of the following reasons:

- for the care of the employee's child (birth, or placement for adoption or foster care);
- for the care of the employee's spouse, son or daughter, or parent, who has a serious health condition; or,
- for a serious health condition that makes the employee unable to perform their job.

At the employee's or employer's option, certain kinds of paid leave may be substituted for unpaid leave.

Advance Notice and Medical Certification. . .

The employee may be required to provide advance leave notice and medical certification.

- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition.
- An employer may also require medical certification if the employee is unable to return from leave because of a serious health condition.

Intermittent or Reduced Leave. . .

- An employee may take intermittent leave or may work a reduced leave schedule to

reduce the usual number of hours per day or work week.

- Intermittent or reduced leave schedules are subject to employer approval unless medically necessary.

Job and Benefits Protection. . .

- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Employers may deny restoration to certain highly compensated employees, but only if necessary to avoid substantial and grievous economic injury to the employer's operation.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.
- The use of unpaid FMLA leave cannot affect the exempt status of bona fide executive, administrative and professional employees under the Fair Labor Standards Act.

Medical Insurance Coverage. . .

- For the duration of FMLA leave, the employer must maintain the employee's medical insurance coverage under any "group health plan," under the conditions coverage would have been provided if the employee had continued working.
- In some cases, the employer may recover premiums paid for maintaining an employee's health coverage if the employee fails to return to work from FMLA leave.

Unlawful Acts by Employers. . .

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA;
- discharge or discriminate against any person for opposing any practice made

unlawful by FMLA; and,

- discharge or discriminate against any person because of involvement in any proceeding under or related to FMLA.

Miscellaneous Provisions. . .

- Special rules apply to employees of local education agencies.
- Employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. Any employer who willfully violates this requirement may be subject to a fine of up to \$100 for each separate offense.
- A "Commission of Leave" will conduct a comprehensive study of existing and proposed policies relating to leave, and submit a report to Congress within two years.

FMLA Does Not. . .

- affect any federal or state law prohibiting discrimination;
- supersede any state or local law which provides greater family or medical leave rights;
- diminish an employer's obligation to provide greater leave rights under a collective bargaining agreement or employment benefit plan, nor may the rights provided under FMLA be diminished by such agreement or plan; nor,
- discourage employers from adopting policies more generous than required by FMLA

Enforcement..

- The Secretary of Labor is authorized to investigate and attempt to resolve complaints of violations, and may bring an action against an employer in any federal or state court of law.

- FMLA's enforcement procedures parallel those of the federal Fair Labor Standards Act. The FMLA will be enforced by the department's Wage and Hour Division.

- An eligible employee may bring a civil action against an employer for violations.

- Employers who act in good faith and have reasonable grounds to believe their actions did not violate FMLA may have any damages reduced to actual damages at the discretion of a judge.

For more information, please contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor, Employment Standards Administration.

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AGREEMENT BETWEEN

THE

NILES COMMUNITY SCHOOLS
BOARD OF EDUCATION

AND THE

NILES DISTRICT EDUCATION ASSOCIATION

FOR

2009-2011

APPENDIX A

LETTER OF AGREEMENT
BETWEEN
NILES DISTRICT EDUCATION ASSOCIATION
AND
NILES COMMUNITY SCHOOLS

As an addendum to the 2009-2011 Master Agreement, the parties agree to the following statements and compensation formulas.

2009-2010 School Year

No change in insurance benefits
Salary schedule freeze (step and lane changes granted)

2010-2011 School Year

Compensation Formulas

Agreed upon levels (AUL) of base funding include a \$118 additional cut in state aid (\$7033/pupil) and a retirement rate of 19.41%

Increased funding from changes in the AUL will be applied in the following order:

1. Any insurance shortfall
2. Step increase/Lane increase (pro rated on a percentage basis)
3. Off schedule stipends
4. Increase in the base

Decrease in funding from AUL will be applied to the employee insurance copay at the rate of \$44,000=1% Increase. Union has the option to use furlough days instead of increasing the copay. A furlough day is worth \$82,000. Additional compensation reductions may also be considered with the approval of the Board.

Funding Formula Givens:

1. Teachers represent 72% of employee compensation
2. Teachers will be responsible/credited with any changes in the AUL \$118 state aid cut.
3. Concessions represent 39.5% of the budget balancing formula.
4. Steps and lane will be granted no later than June 30, 2011
5. All transcripts for lane changes must be turned in to the Personnel Office by October 15, 2010 for the 2010-2011 school year and August 15, 2011 for the 2011-2012 school year
6. Changes in the retirement rate formula is \$84,000 = 1% change

**Examples of Funding Formula for 2010-2011
Changes in State Aid Example Formula, plus and minus \$75**

Change	-75	+75	Flat state aid
New Cut	-193	-43	0
AUL	<u>118</u>	<u>118</u>	<u>118</u>
Sub total	-75	+75	+118
Times enrollment	<u>3900</u>	<u>3900</u>	<u>3900</u>
	-292,500	+292,500	+460,200
39.5% split	-115,500	+115,500	+181,779
Teacher portion 72%	-83,160	+83,160	+130,880
Shortfall	<u>-66,000</u>	<u>-66,000</u>	<u>-66,000</u>
Subtotal	-149,160	+17,160	+64,880
Divided by 44,000	3.4%		
Current copay	<u>5</u>		
New copay	8.4%		

Miscellaneous

1. Any changes in the retirement rate (19.41%) will be applied to the above formula.
2. If there is additional funding a \$400 off-schedule stipend for all members that were at the top of their lane in 2009-2010 and are under contract in 2010-2011. Stipend will be paid in two payments on the first pay in December and the last pay in June. For retirement purposes, this shall be considered salary.
3. All calculations to be completed within 10 work days after final figures (retirement rate, enrollment, and foundation grant) are available.
4. LOA will expire on June 30, 2011
5. The parties agree to begin negotiations for a successor agreement, no later than January 2011
6. If during the life of this agreement there is a change in Michigan law that would affect the total compensation package, the parties agree to adjust the compensation formula accordingly.