

**2011-2014**

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**NILES COMMUNITY SCHOOLS**

**and**

**NILES DISTRICT EDUCATION ASSOCIATION**

## **ARTICLE 1**

### **PURPOSE AND RECOGNITION**

The Board of Education of the Niles Community Schools (hereinafter the "Employer" or "Board" or "District") recognizes the Niles District Education Association, MEA/NEA (hereinafter the "Association") as the sole and exclusive collective bargaining representative for all certified personnel employed by the Board, under individual contracts, on leave, or on a per diem basis (hereinafter "Association Member(s)"; excluding superintendent, assistant superintendent, principals, assistant principals, business manager, other administrators, supervisors within the meaning of PERA, and substitute teachers.

The Employer agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement, except as may be required by law.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

- 2.1** The Employer, on its behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities to manage, direct, and control the School District, as conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States or as normally reserved and exercised by employers, including, but without limiting the generality of the foregoing, the right:
- 2.1.1 To the executive management and administrative control of the school system and its properties and facilities;
  - 2.1.2 To manage and direct the working forces, including the right to hire, promote, suspend, discharge and demote employees; transfer employees; assign work to employees; determine the size of the work force and to lay off employees; said rights shall be in accordance with applicable state and federal laws and shall not conflict with the express provisions of this Agreement;
  - 2.1.3 To determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, including the institution of new and/or improved methods or changes therein;
  - 2.1.4 To determine the qualifications of employees;

- 2.1.5 To determine the number and location or relocation of its facilities, including the establishment or relocation of schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities;
  - 2.1.6 To determine all financial and educational policies;
  - 2.1.7 To determine the size of the management organization, its functions, authority, amount of supervision, and table of organization;
  - 2.1.8 To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Employer;
  - 2.1.9 To decide upon the goals and objectives of instruction, and to make the selection of textbooks and other teaching materials, and various teaching aids;
  - 2.1.10 To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of Association Members and other employees with respect thereto, and non-teaching activities within the scheduled hours of employment, and the terms and conditions of employment.
- 2.2** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement, and then only to the extent such express terms thereof are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and laws of the United States. Nothing within this Agreement shall abrogate or limit any right given the Employer under the laws of the State of Michigan, the Constitution, or the laws of the United States.

## **ARTICLE 3**

### **DEDUCTIONS FOR PROFESSIONAL DUES AND OTHER PROGRAMS**

- 3.1** The following provisions shall apply for Agency Shop and Membership Dues:
- 3.1.1** Each Association 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 Associations “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 Association Member may authorize payroll deduction for such fee. In the event that the Association 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 Association Members wages and remit same to the Association.
  - 3.1.2** The Association will certify annually to the Employer, at least fifteen (15) days prior to the date of the first payroll deduction for membership dues and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said dues and service fees to be deducted by the Employer, and that the service fee includes only those amounts permitted by this Agreement and by law.
  - 3.1.3** 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 Association 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 Association Member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
  - 3.1.4** Any Association 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 Association Member each month for ten (10) months, beginning in September and ending in June of each year.

**3.1.5** Upon appropriate written authorization from the Association Member, and compliance with all applicable laws and administrative rules the Board shall deduct from the wages of any such member and make appropriate remittance for MEA-FSSs MEA-sponsored programs (tax-deferred annuities, auto insurance, homeowners insurance, etc.), MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and Employer.

**3.1.6** 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 Associations notification to nonmembers and the Board of the Service Fee for that given school year.

**3.1.7** The procedure in all cases of nonpayment of the appropriate service fee shall be as follows:

**3.1.7.1** The Association shall notify the Association 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 Associations notification to Association Member, he or she shall be reported to the Board and a deduction of service fee shall be made from his or her salary.

**3.1.7.2** If the Association Member fails to comply, the Association shall give a copy of the letter sent to the delinquent Association 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 Association Members salary. The Association certifies that the amount of the service fee includes only those items authorized by law.

**3.1.7.3** 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 Association Members.

**3.1.7.4** Association 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 Associations policy will be provided to each Fee Payer by the Association pursuant to the Associations “Policy Regarding Objections to Political-Ideological Expenditures.”

**3.1.8** 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:

**3.1.8.1** The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and

**3.1.8.2** 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.

**3.1.8.3** 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 Boards compliance with this Article.

**3.2** Additional payroll deductions shall be available for the following:

**3.2.1** Optional benefits from MEA, NEA, MESSA, and MEA Financial Services.

- 3.2.2** Honor Credit Union, United Federal Credit Union, and any other local institution within the limits of the payroll system.
- 3.2.3** Tax sheltered annuities shall be deducted within the limits of the payroll system and shall be administered by a Third Party Administrator, after compliance with all laws and administrative rules.
- 3.2.4** United Way deductions to be made November through August, inclusive.
- 3.3** 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 Association all monies so deducted by the 15th of each month, accompanied by a list of Association Members 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.
- 3.4** Association members hired during the school year or whose employment terminates during the school year shall be required to render only a pro rata amount of the membership dues or service fee to the Association.
- 3.5** An Association Member 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 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 Association Member.
- 3.6** All deductions as mandated by law shall automatically be made from each paycheck.
- 3.7** The Parties recognize that Public Act 53 of 2012 prescribes that a "public school employer's use of public school resources to assist a labor organization in collecting dues or service fees from wages of public school employees is a prohibited contribution to the administration of a labor organization"; however, at the time the Parties reached agreement, the United States District Court for the Eastern District of Michigan had enjoined enforcement of PA 53 of 2012. The Parties aver that they will comply or not comply with PA 53 of 2012 in accordance with the law's status at any given time during the life of this Agreement, and neither side shall be found to have breached this Agreement by its compliance or non-compliance based on the status then in effect.

## ARTICLE 4

### ASSOCIATION MEMBER RESPONSIBILITIES AND WORKING CONDITIONS

**4.1 General Professional Duties.** Each Association Member shall, to the extent required for the proper discharge of his/her professional obligations, participate in faculty, departmental and curriculum meetings; work-year in-service training programs; Parent organizations; parent-teacher and student-teacher conferences; and such other professional activities as may reasonably be required.

**4.2 General Competence.** In addition to the normal job requirements, Association members shall maintain such levels of professional competence as may be required to successfully discharge their professional responsibilities which are within the scope of their certification and qualifications. The standards of competence shall minimally be consistent with criteria developed under the Teachers' Tenure Act, the Revised School Code, and the Board's performance evaluation system.

It is understood that these competency standards are intended to apply to instructional performance and are not applicable to misconduct situations of a disciplinary nature, the standards for which are addressed separately.

**4.3 Work Load.** It is the goal of the parties that similarly situated Association Members shall have substantially equal work loads. However, it is recognized that the professional work load and effort of each Association Member cannot be precisely measured and some variation may exist.

Unless otherwise required by law, the normal work day for all Association Members shall be Seven (7) hours and Thirty Five (35) minutes, including a duty free lunch of at least Thirty Five (35) minutes, excluding meetings, work-year in-service training programs, IEP meetings, student/parent meetings, and such other professional activities as may be required. After-hours in-service training, PTO obligations, other professional activities, and meetings (excluding reasonable meetings/assistance for students/parents, IEP meetings, and Data Team meetings, all of which are addressed below), will be limited to Four (4) hours per month except in unusual circumstances. Additional pre-scheduled meetings shall be paid at a pro-rated hourly rate as listed in Appendix A.1.(A). Of the Four (4) hours referenced above, up to Two (2) hours may be used for the purposes of Data Team meetings when prep/common planning time is not available. The goal is that Association members shall have Six (6) hours of pupil contact time during a normal work day; however, variations shall be made in accordance with individual building schedules, and individual buildings may not achieve the full Six (6) hours.



When possible, IEP meetings will be scheduled during the staff day. Those Association Members who are classroom teachers and attend more than Three (3) after-hours IEPs in a month shall be compensated at the pro-rated hourly rate as listed in Appendix A.1.(A). The administration must authorize in writing, in advance, any excess time for which the hourly rate will be paid.

The normal work week for Association Members shall be Monday through Friday. Either the Employer or the Association may suggest changes to the work week or the work day. Suggested changes are subject to the negotiations process, excepting those changes covered under §15 of the Public Employment Relations Act.

The normal work day shall begin Fifteen (15) minutes before the scheduled student day and end Fifteen (15) minutes after students are dismissed; excepting Schedule B assignments, meetings, in-service training programs, paid assignments, parent/student conferences, providing reasonable additional assistance to students, and any other non-recurring activities which may from time-to-time arise. Arrival and dismissal times will be in keeping with the varying building needs, with consideration given to lunch hours, traffic hazards, transportation, etc.; however, variations shall not result in increased expense to the District.

- 4.4 Preparation for Professional Assignments.** Adequate prior preparation for a professional assignment is essential. Such preparation includes the development of lesson plans, teaching aids or such other materials as may be necessary for the planning, preparation, presentation and review of the instruction to be presented by the Association Member or as may be required in the absence of such Association Member; lesson plans, teaching aids, and other related material shall be available for review. Association Members will know their assignments and shall plan their school day to best meet the needs of the assignments. The District shall notify Association Members in writing of their expected assignments for the following school year by the last teacher day of the current school year. If an assignment changes between the last teacher day of the preceding school year and the first scheduled teacher work day for the upcoming school year, the District shall notify the effected Association Member as soon as possible. The District shall provide reasonable assistance in the transition if requested by the affected Association Member.

Personnel conflicts in team-teaching situations shall be brought to the Administration's attention as soon as practicable. The Administration shall seek input from team members whenever addressing team-teaching situations.

Nothing herein is intended to address or impair the District's right of teacher placement contained in §15 of the Public Employment Relations Act.

**4.5 Performance of Professional Assignments.** In performing their professional assignments, Association Members:

4.5.1 Shall seek to educate young people in the democratic tradition to foster 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. Shall not without just cause deny the student access to varying points of view nor deliberately suppress or distort subject matter for which the Association Member bears responsibility. 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.

4.5.2 Shall maintain such order and discipline during the conduct of instruction as shall be necessary to provide a suitable learning environment. 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.

4.5.3 Shall refrain from engaging in outside activities which materially interfere with the performance of his/her professional assignments, and affect the Association Member's fitness to teach.

4.5.4 Shall be present and prepared to perform professional assignments at the established time and place. Association Members will report tardiness or absence using the system established by the employer. The Employer shall notify the Association and its members of any changes to the procedure.

**4.6 Prep Time.** Association Members, excluding enrichment teachers, shall have a minimum of 225 minutes per week of prep time, which shall be as evenly distributed throughout the week as possible in light of individual building schedules. Enrichment teachers shall have a minimum of 180 minutes per week of prep time, which shall include travel time; if travel time lowers an enrichment teacher's prep time below 180 minutes on a regular basis, that teacher shall be paid an additional \$500 stipend for the school year. Examples of enrichment teachers include, but are not limited to, physical education, music, band, etc.

Prep time shall be used for work related duties, including, but not limited to, preparing lesson plans, meeting with students, grading assignments, research, and team planning. Prep time shall not normally be used for non-work related matters, including, but not limited to, visiting non-work related websites and sending or receiving non-work related emails. With the exception of pre-planned IEP meetings, the District will strive to avoid mandatory meetings during planning time except in cases of emergency or unusual circumstances.

Within the limitations above, the use of individual prep time shall be at the professional discretion of the individual teacher, except it is understood that in the elementary buildings, after a majority vote of the teachers, the morning on-duty time may be used for faculty meetings. Further, it is understood that after a unanimous vote of a grade-level team, prep blocks may be used for faculty meetings. Special arrangements may be made for special programs at Southside and Cedar Lane schools.

**4.6.1** Prep time at the various levels shall be during the student day and shall include:

4.6.1.1 Grades 1-6: From the 225 minutes per week there may be at least one 45 minute weekly grade level team meeting, and at least one weekly team meeting per month may be scheduled with the principal.

4.6.1.2 Middle School: Prep time will normally be one class period per day equal to one period in a normal student day, not to exceed Sixty (60) minutes.

4.6.1.3 High School: Prep time will normally be one class period per day equal to one period in a normal student day, not to exceed Sixty (60) minutes.

Should an Association Member be assigned teaching or student supervision duties during prep time, the Association Member shall be paid a pro-rated portion of their hourly rate as listed in Appendix A.1.(A).

**4.7 Before and After School Supervision.** Association Members shall report to the vicinity of their classrooms for student supervision during those times before and after school which is "on-duty" time. On Friday or the last school day before a holiday, Association Members shall leave no earlier than Five (5) minutes after the end of the students' day. If students or parents request additional time with the

Association Member, Association Members will make every reasonable effort to assume this professional obligation.

**4.8 Emergency or Unanticipated Situations.** Association Members may be directed, from time to time, to assist in emergency or unanticipated supervisory responsibilities.

**4.9 Teaching Loads.** Changes in education and teaching strategies make it difficult to specify class size and loads. Individualization, multilevel, team teaching, and open classrooms are a few of the situations in which class groupings are flexible and vary greatly. Class loads in those situations will be kept within reasonable limits. In traditional classroom settings, the Board shall strive to maintain classroom numbers of equal to or less than 27 students in grades K-3 and 30 students in grades 4-6, or a total student count not to exceed 180 students per semester in grades 7-12, excluding blended classes (which shall count only One Half [1/2] of the students in the blended class); however, the parties acknowledge that from time to time student numbers may exceed the target numbers listed above. Enrichment and activities type classes shall be considered exceptions from the regular classroom teaching load targets listed above. The Parties agree that it is a desirable goal to keep K-2 class size averages lower than other classes, and shall strive for class sizes of approximately twenty-four (24) students when practicable. A classroom count or total student count shall not be considered an overload during the first Fifteen (15) school days of the school year (during which time the Administration shall have the opportunity to redistribute students).

4.9.1 In overload situations, the District will further strive for the following:

4.9.1.1 K-6: no more than a Three (3) student overload

4.9.1.2 7-12: no more than a Ten (10) student overload per semester or division.

4.9.2 K-6 overloads will be determined by the number of students per teacher, not grade level, team or department. 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.

4.9.3 7-12 overloads will be determined by the number of students per teacher, not grade level, team or department. Secondary activities classes shall be considered exceptions from the regular classroom teaching load agreement. Examples of activities type classes would be physical education, music, etc.

4.9.4 Class count shall be taken on the Sixteenth (16<sup>th</sup>) school day of the first Semester, and thereafter on the Tenth (10<sup>th</sup>) school day of each marking period. If the count exceeds the maximum targets listed above, the teacher shall alert the principal and their Association representative. Within five (5) days of being alerted to the overload, the principal, teacher and the Association representative will meet to discuss ways of decreasing the overload. If the adjustment fails to alleviate the overload, or no adjustment may be made, the teacher may choose a stipend or the use of an aide as detailed below.

4.9.5 Should class sizes exceed the targets listed above the teacher may choose to receive a stipend or may opt for the use of an aide; the teacher's initial decision is binding for the entire semester. The counts for each marking period will be averaged, and the average number of students will determine the amount of the overload stipend or the amount of hours of aide assistance. Those choosing the stipend will receive a stipend of Two Hundred (\$200) Dollars per semester times the number of students in excess of the target numbers listed above. Those choosing the assistance of an aide will receive one hour of assistance per day from an aide per student in excess of the target numbers listed above.

**4.10 Supplies and Equipment.** The Board, in accordance with Board rights and applicable laws, will endeavor to provide the necessary teaching tools, tests, equipment, and supplies to ensure the effectiveness of educational programs prescribed by the Board.

**4.11 Facilities.** The Board shall make every reasonable effort to provide in each building adequate lunchroom, rest room, and lavatory facilities, at least one room, appropriately furnished, which shall be reserved for use as a faculty room. Provision for such facilities will be made in all future buildings. The Board shall provide a space for lactation. The space may be created using partitions or other means.

**4.12 Parking.** The Board shall make every reasonable effort to provide adequate off-street paved, lighted parking facilities, protected against vandalism and properly maintained, for teacher use. The above shall not imply any liability on the part of the Board.

**4.13 Special Programs.** Special programs (including, but not limited to, Northside, Southside, and Cedar Lane) may require special scheduling changes from those listed elsewhere in this Article. Special scheduling for programs at those

buildings or programs will be developed by the Administration after consultation with effected Association Members.

**4.14 Student Activity or Extra Duty Assignments.** An Association Member shall not have tenure in any student activity or extra duty assignment. A student activity may be performed by a non-bargaining unit volunteer or employee.

**4.15 Rescheduling of Work Days.** The parties recognize that adverse weather conditions, mechanical failures, civil disorders, communicable diseases or other circumstances beyond the control of the Employer may require the cancellation, dismissal and rescheduling of classes. The Employer shall have the right to reschedule canceled days and hours of pupil instruction in the following manner:

4.15.1. In order to ensure that there are a minimum number of days and hours of student instruction as prescribed by the Revised School Code, Federal law, and the State School Aid Act to enable the Employer to receive full pupil membership allowances and categorical appropriations, absent an alternative rescheduling arrangement approved by the Employer and the Association, all days and hours not made up on records day or contingency days shall be rescheduled on the first day after the regularly scheduled final day of pupil instruction of the school year, as designated on the school calendar. The balance of the school calendar, including all Association Member work days, shall be adjusted accordingly so that all work days on the calendar are fulfilled. Association Members will receive their regular pay for days and hours that are canceled but shall work the rescheduled days and/or hours without additional compensation.

4.15.2. Each rescheduled day shall be a full day of rescheduled classes unless the canceled day was a regularly scheduled one-half day.

4.15.3. When a school day is canceled Association Members will not be required to report to work, subject to the rescheduling provisions.

**4.16 Certification.** The Board may make, from time-to-time, certain decisions based upon certification. "Certified" shall be defined as the requirement to hold all certificates, endorsements and approvals required by law and/or the Michigan Department of Education Administrative Regulations to serve in the position assigned. It is the Association Member's responsibility to file such certificates, endorsements or approvals with the Employer. The certification status of an Association Member on file with the Employer shall be considered conclusive for all purposes under this contract.

The Association Member shall provide written notice to the Employer of any change to his/her certificates, endorsements or approvals after the original filing

of same with the Employer. This shall include notice of any additional endorsements, certificates, renewals, approvals as well as expirations, revocations and any limitations thereon. The Association Member shall further notify the Employer and the Association, in writing, in the event that he/she petitions the State Board of Education for nullification or limitation of his/her certificate, one or more endorsements thereon, or a grade level certification appearing on the certificate.

- 4.17 Seniority.** The District shall maintain an up-to-date seniority list, a copy of which shall be furnished to the Association at least once each contract year not later than December 15. The names of all employees shall be listed in order of their service dates, starting with the individual employee with the greatest amount of seniority at the top of the list. The Association shall lodge any objections to the accuracy of the seniority list within thirty (30) days of its receipt of the list from the Employer.

"Service date" is the date on the seniority list as of the date of the Ratification of the 2011-2014 Collective Bargaining Agreement or for new hires when the employee first provided professional services (excluding extra-curricular assignments) for the Employer since any break in service. If two or more employees have the same service date, their position on the seniority list will be determined by drawing of lots in the presence of designated Employer and Association officials. Termination of service shall constitute a break in service. An authorized paid leave of absence shall not constitute a break in service, but an unpaid leave of absence shall not be included in the calculation of seniority, except as otherwise required by law.

The provisions herein set forth shall be subject and subordinate to all applicable laws and regulations including the Teachers' Tenure Act. Seniority shall only be used for purposes of a tie-breaker in accordance with Section 1248 of the Revised School Code.

- 4.18 Rules and Regulations.** Association Members shall be responsible for the enforcement of the rules and regulations of the Employer as part of their professional duties. An Association Member shall assist in the enforcement of such rules and regulations of the Employer as may be from time to time promulgated and shall comply with all applicable laws, regulations, policies and directives which are not contrary to law or to the terms of this Agreement.
- 4.19 Safety of Students.** An Association Member shall make every reasonable effort to protect students from conditions harmful to health or safety. Reasonable effort shall include, but is not limited to, promptly notifying the administration of any

defective condition in the physical facilities of the District which may reasonably cause injury to persons or property.

- 4.20 False Official Statements.** An Association Member shall not knowingly withhold or misrepresent material information concerning the Association Member's professional qualifications, the discharge of the Association Member's professional duties, or the eligibility of the Association Member to receive any benefits from the Employer.
- 4.21 Professional Relationships.** All Association Members shall absolutely refrain from discriminating against any other employee, student, parent, or citizen by reason of the participation or non-participation, or the support or non-support of such person of any activity of the NDEA, MEA or NEA. Mutual professional respect among teachers and administrators will guide in-building practices. As such, intimidation and harassment as defined in Board policy shall not be an acceptable practice.
- 4.22 Mileage.** An Association Member may be required to use his/her motor vehicle to discharge his/her duties and if so required shall be reimbursed at IRS rate then in effect. Association Members shall submit claims for mileage reimbursement monthly. The Employer will not be obligated to pay late reimbursement claims. Travel schedules of itinerant staff are subject to administrative approval.

## **ARTICLE 5**

### **ASSOCIATION AND ASSOCIATION MEMBER RIGHTS**

- 5.1** Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every Association Member 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 Association Member 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 Association Member 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.



**5.2** Nothing contained herein shall be construed to deny or restrict to any Association Member rights he may have under state and federal laws and regulations. The rights granted to Association Members hereunder shall be deemed to be in addition to those provided elsewhere.

**5.3** Except for meetings between the parties or at the request of the Administration, the Association and its representatives shall have the right to use school buildings only outside of scheduled work 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 school facilities except on Saturday or Sunday, and only in the same manner as the Board schedules and charges for such facilities for other groups.

**5.4** Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business with Association Members on school property, provided that such business is conducted at times outside of scheduled work hours. 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 fifteen (15) minutes prior to the student day or the fifteen (15) minutes immediately following the student day unless the meetings are held before or after building staff meetings called by the building principal.

**5.5** The Association shall have the right to use school facilities and equipment, including duplicating equipment, computers, printers, fax machines, and all types of audiovisual 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 outside of scheduled work hours. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. A telephone shall be available for Association use and shall be located in a building specified by the Association President.

Association Members shall be allowed the use of fax machines in their buildings so long as they pay the costs associated with said use.

Nothing herein shall be used for any purpose prohibited by law.

**5.6** The Association shall have the right to post bipartisan notices of its activities and matters of Association concern on Association Member bulletin boards, at least one of which shall be provided in each school building.

**5.7** The Board agrees to furnish or make available to the Association, when requested 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, monthly manifests of bills, agendas and published minutes of all Board meetings and treasurer's report. The board will furnish to the Association updated census and membership data, names and addresses of all Association Members upon request and as allowed by law. The Association shall pay the reasonable costs of producing the information over One Hundred Dollars (\$100).

- 5.8** At least three days in advance of any regular Board meeting, the Superintendent or designee shall notify the Association President(s) regarding items the Superintendent knows the Board is scheduled to address at the upcoming regular Board meeting. Upon request, the Superintendent or designee shall meet with the Association President prior to the regular Board meeting to discuss any pertinent issues.
- 5.9** Association Members shall be entitled to full rights of citizenship; and no religious or political activities of any Association Member, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such Association Member.
- 5.10** Those Association Members who are not regulated by 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191, shall only be disciplined for reasonable and just cause.
- 5.11** 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.
- 5.11.1. 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 the Director of Personnel, Niles Community Schools, 111 Spruce Street, Niles, Michigan 49120. 269/683-6662.
- 5.11.2. Inquiries related to Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex, should be directed to the Executive Director of Curriculum, Niles Community Schools, 111 Spruce Street, Niles, Michigan 49120. 269/683-0736.
- 5.11.3. Questions concerning Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability, should be directed to the Director of Special Education, Niles Community Schools, 111 Spruce Street, Niles, Michigan 49120. 269/683-0757.
- 5.11.4. If a complaint still exists after discussion with the appropriate coordinator, he/she will provide you with information concerning the formal complaint process.

- 5.12** 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 this 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.

- 5.13** The president of the Association shall be notified five days in advance of all cases of recommended dismissal of Association Members, unless prohibited by law or legal directive.

- 5.14** The following shall apply to student discipline and teacher protection related to student discipline:

5.14.1 An Association Member may send pupils from a class in accordance with Board policy. Final disposition of the case will be communicated to the Association Member within the bounds of the Family Educational Rights and Privacy Act.

5.14.2 A student suspected of committing a physical assault shall be removed from the classroom pending an investigation and the application of appropriate due process.

5.14.3 Time lost by an Association Member in connection with a physical assault, which occurs prior to the time Workers Compensation would begin shall not be charged against the teacher if the teacher is finally determined not to be at fault.

5.14.4 If assaulted while on duty for the school district, the Board will reimburse up to a maximum amount of Two Hundred Dollars (\$200), an Association Member for any losses, damage, or destruction of clothing or personal property of the Association Member.

The Board will reimburse up to a maximum amount of Two Hundred Dollars (\$200), Association Members 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.

## ARTICLE 6

### COMPENSATION AND BENEFITS

**6.1 Basic Compensation.** The basic compensation shall be as set forth on Schedule "A" of this Agreement, subject to the following provisions:

6.1.1 An Association Member shall be eligible to advance to the next step or lane on the salary schedule provided that the Association Member shall have rendered professional services for more than sixty (60%) percent of the Association Member work days in that school year (unless otherwise required by law).

6.1.2 To the extent allowed by law, Association Members shall be paid on a 26 pay schedule via direct deposit. Association Members shall execute all necessary waivers, releases, and/or forms to effectuate the 26 pay schedule via direct deposit.

6.1.3 Recognition of academic advancement for purposes of salary schedule lane placement shall only be made on August 15<sup>th</sup> of the school year following the submission by an Association Member of proper verification of such advancement in the form of certified transcripts, provided to the personnel office. Salary advancement shall not be retroactive.

6.1.4 An Association Member who is paid unemployment compensation benefits chargeable to the Employer and who is subsequently re-employed in the bargaining unit shall have his/her compensation for that school year adjusted so that his/her unemployment compensation benefits received are offset against the compensation he/she earns for work performed in that school year. The Employer is specifically authorized to deduct said amount from the Association Member's wages.

**6.2 Extra Responsibility.** Additional compensation shall be paid for additional duties as set forth in Schedule "B".

**6.3 Fringe Benefits.**

6.3.1. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter and/or carrier, the Board shall make payments for health, vision, dental, AD&D, Life and LTD insurance coverage for all eligible Association Members and their eligible dependents toward the Association's preferred insurance plan(s) in a combined monthly amount not to exceed the following monthly amounts paid per eligible Association Member:

For the 2012-2013 School Year:

Single: \$458.00  
2-Person: \$916.00  
Full Family: \$1250.00

For the 2013-2014 School Year, the lesser of the following:

Single: \$471.74  
2-Person: \$943.48  
Full Family: \$1287.50

OR

The monthly pro-rated amounts for Single, 2-Person, and Full Family calculated using the hard-cap numbers provided by the Michigan Department of Treasury pursuant to Public Act 152 of 2011.

Upon receipt of the monthly insurance premium invoice(s) from the insurance carrier(s) listed in subsection 6.3.2, the Employer shall calculate the Employer-funded combined monthly amount (subtracting any pro-rated payments already made during the "medical benefit plan coverage year" toward Employer reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs), and subtract that amount from the invoice(s) to determine the remaining amount which shall be the sole responsibility of the individual Association Members. The Employer shall communicate the Association Member balance to the Association along with the census per category of coverage. Within Seven (7) calendar days the Association shall provide in writing the amount to be deducted from each individual Association Member's wages, which shall equal the Association Members' portion of the invoice(s). If the Association fails to provide the individual deductions to the Board in writing, the Board shall deduct individual Association Member deductions using the previous month's Association calculations, and shall deduct equally any residual amounts from the final Association Member paycheck of the "medical benefit plan coverage year." The Board shall be held harmless for its reliance on the Association's calculations.

- 6.3.2 The type of health, vision, dental, life, AD&D, and LTD insurance plan(s) available to Association Members shall be determined on an annual basis by the Association. The Association shall provide all details necessary for Employer implementation, and shall transmit said details to the District with sufficient notice to allow the District to implement any insurance changes. Should the Association fail to identify preferred insurance plan(s) and/or provide all details necessary for Employer implementation, the insurance plan(s) shall be the plan(s) then in effect, however, the employer paid premium amounts stated above in §6.3.1 shall not change; the Association Member shall be solely responsible for

any remaining amounts. The District shall not be responsible for any liability associated with late notice.

- 6.3.3 If the plan chosen by the Association, or then in effect, involves reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, to the extent allowable by law, the Employer shall fund the premium, reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs in the amount and the order specified by the Association; but only to the maximums set forth above. Should the Employer fund co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or any similar accounts used for health care costs for the Association Member's benefit during the "medical benefit plan coverage year" in which the insurance plan is implemented, whether previous to implementation or concurrent with implementation, the maximum Employer contributions listed above in §6.3.1 shall be reduced by the pro-rated monthly amount (prorated across the remaining months in the "medical benefit plan coverage year") that the Employer funded the co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or any similar accounts used for health care costs for the Association Member's benefit.
- 6.3.4 Any necessary amounts beyond the Employer's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the Association Member and shall be payroll deducted or, when payroll does not cover the deduction, paid directly by the individual Association Member. To the extent allowable by law, the Association Member may sign an agreement authorizing that any such premium amounts be payroll deducted through the Employer's Section 125 Plan. The Association shall certify to the Board monthly that the payroll deductions are, or are not, eligible under the Employer's Section 125 Plan. The Board shall be held harmless for its reliance on the Association's certification. If making direct payment, the Association Member shall present payment directly on the 1<sup>st</sup> of each month prior to the date at which the payment becomes due. Failure of an Association Member to pay their portion of the costs shall alleviate the Employer of any duty to pay insurance contributions. The Employer shall have the right to make deduction of any amounts due from the Association Member's wages, and shall be held harmless from any liability arising from the deduction.
- 6.3.5 Association Members who have access to another Association Member's District funded insurance shall not be eligible for Employer provided insurance, but must instead accept cash-in-lieu in accordance with the terms listed below. Exceptions shall be made for employees who are less than 26 years of age and who are covered by a parent's District funded insurance, but have dependents of their own.

Those individuals may take the District funded insurance. During open enrollment, Association Members electing health care coverage will sign a statement that they are complying with this paragraph.

- 6.3.6 Unless otherwise noted within this Agreement, or as required by law, Association Members on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Employer's portion of health care premiums for those days.
- 6.3.7 Association Members who are eligible for Employer paid medical coverage premium contributions under 6.3.1 of this Article may make a written waiver of that coverage and instead elect to receive \$125 per month (less applicable taxes). The Association Member may direct all or a portion of the above amount to a tax-sheltered annuity approved by the Employer through a separate written voluntary and elective contribution, as allowed by law.
- 6.3.8. Association Members are hereby advised that they may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the Association Member must make application to the life insurance carrier within 31 days of any termination of their employment status.
- 6.3.9 To the extent permitted by law and/or insurer's policies, Employer-paid insurance premium contributions shall continue as long as the Association Member is in a pay status, but terminate at the end of the month during which the Association Member ceases to be in a pay status, except as is otherwise provided herein or by law. Association Members may continue the coverage at their own expense to the extent permitted by law.
- 6.3.10 The Employer shall not be required to remit premiums for any insurance coverages on behalf of an Association Member if enrollment or coverage is denied by the insurance underwriter, carrier, policyholder or third-party administrator.
- 6.3.11 The terms of any insurance contract or policy issued by an insurance underwriter, carrier, and policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Association Member is responsible for assuring completion of all forms and documents required for his/her participation in the above-described insurance programs. The Employer, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded

from the scope of the grievance procedure, except the Employer's failure to remit contractual premium amounts required of it.

6.3.12 Changes in family status shall be reported by the Association Member to the Employer within thirty (30) days of such change. The Association Member shall be responsible for any overpayment of premium made by the Employer on his/her behalf for failure to comply with this paragraph.

6.3.13 Unless otherwise delineated by law or the terms of the policy then in effect, eligible Association Members shall receive insurance as of the 1<sup>st</sup> day of the 1<sup>st</sup> full month following their employment. Those employees taking cash-in-lieu shall not be eligible for Employer paid health insurance contributions, but must participate in all other insurance products chosen by the Association. An Association Member shall be eligible for Employer paid insurance contributions if the Association Member is employed on a full-time basis in the District. Those employed on a less than full time basis shall be eligible for a pro-rated share of the Employer contribution.

6.3.14 The "medical benefit plan coverage year" shall run from July 1 to June 30 of each school year.

**6.4 Teaching Experience.** Credit for experience obtained outside the District, including military service and vocational experience, may be given by the Employer in determining compensation, at the discretion of the Superintendent.

## ARTICLE 7

### AUTHORIZED ABSENCE

Since the absence of an Association Member has an adverse effect on the quality of the educational program, imposes increased responsibilities on other members of the professional staff, and increases costs, it is the responsibility of each Association Member to avoid unnecessary tardiness or absence. The provisions hereinafter set forth are not intended to reduce the professional responsibilities of an Association Member nor to provide a form of additional compensation. Rather they are intended to meet the humanitarian and legitimate needs of the Association Members in a manner consistent with the requirements of the educational program and they shall be so applied and interpreted.

**7.1 Sick Leave.** Sick leave shall be administered in accordance with the following guidelines, namely:

7.1.1. Sick leave may be used for:



- 7.1.1.1. Any physical or mental condition which disables an Association Member from rendering professional services, excluding that portion of salary applicable to any condition compensable by Worker's Compensation, or resulting from other employment. Sick leave may be used for disability resulting from pregnancy to the extent expressly required by law. It is understood that sick leave may be used in fraction of days to offset lost wages not covered by Worker's Compensation.
- 7.1.1.2. Any communicable disease which would be hazardous to the health of students or other employees.
- 7.1.1.3. Physical examinations, medical, dental or other health treatment which cannot reasonably be scheduled outside of the regular work day.
- 7.1.1.4. The health condition of a member of the immediate family as defined in Section 7.6.
- 7.1.1.5. Sick leave shall run concurrently with FLMA leave as allowed by law.
- 7.1.2. Each Association Member shall be credited at the beginning of the school year with ten (10) days sick leave with pay, which shall be earned in the amount of One (1) day per month worked (September-June). Unused portions of said leave shall accumulate from year to year, and shall be used in not less than One Half (1/2) day increments, unless otherwise required by law. Association Members 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 Employees Retirement System shall receive, upon retirement, a sum equal to Twenty Dollars (\$20) per day of unused sick leave which the Association Member has accumulated at the time of his/her retirement.
- 7.1.3. If an Association Member does not complete the contract period, the Employer shall be reimbursed for any days or fractions of days used in excess of the proportionate leave days earned as of the termination date. Any such amounts shall be deducted from the Association Member's wages or other amounts due the Association Member at separation.
- 7.1.4. Sick leave shall be charged against work days only and shall cease to accumulate and shall not be used by an Association Member during such periods as the Association Member is on an unpaid leave of absence (except as is otherwise permitted by the Family and Medical Leave Act), laid off, or otherwise not regularly providing services to the Employer.

7.1.5. For purposes of the Family and Medical Leave Act, sick leave allowed and which is taken under this Article shall be charged against the Association Member's leave entitlement under the Family and Medical Leave Act, if the leave meets the requirements of FMLA. This shall apply to:

7.1.5.1. Sick leave which is utilized to care for a family member (child, spouse or parent) with a serious health condition, including where an Association Member must make arrangements for necessary medical and/or nursing care.

7.1.5.2. Sick leave which is utilized pursuant to this Article due to a serious health condition which renders the Association Member unable to perform the functions of his/her job.

7.1.5.3. Sick leave used in conjunction with any other FMLA qualifying event.

Eligible employees shall be granted unpaid leave to the extent required under the provisions of the Family and Medical Leave Act for the purposes and subject to all of the terms and conditions of that Act and its implementing regulations. Any unpaid leave, which is otherwise available under the provisions of this Agreement for the same purposes for which leave is required to be provided under the Family and Medical Leave Act, shall be used concurrently with the leave provided under the Family and Medical Leave Act and shall be credited toward fulfilling the leave entitlement of an eligible employee under the provisions of the Act to the extent permitted by the Act and its implementing regulations.

**7.2 Personal Leave.** Personal leave shall be administered in accordance with the following guidelines, namely:

**7.2.1.** Each Association Member shall be credited with two (2) personal leave days with pay deducted from their available sick days, which days shall not accumulate. If not used, the days shall return to the Association Member's unused sick bank. Association Members are responsible for keeping accurate accounting of their personal business leave days so that requests for excess days do not occur. Days taken in excess of the Association Member's personal business day allotment may result in discipline. Questions related to an Association Member'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.

**7.2.2.** A written request for leave shall be made at the earliest practicable time but in no event on less than three (3) business days' notice, except in the case of an emergency.

**7.2.3.** The Employer shall not be required to grant leave on any one day to more than six percent (6%) of the Association Members nor to more than four (4) Association Members from any one (1) building. Use of Personal Business days shall be limited to Ten (10) total Association Members on work days adjacent to winter or spring breaks or school holidays.

**7.2.4.** A request for leave may be denied if:

**7.2.4.1.** The Association Member has failed to make adequate provision for the discharge of his/her professional responsibilities during his/her absence.

**7.2.4.2.** The maximum number of leaves have already been granted on a first come-first serve basis.

**7.2.4.3.** The request does not comply with the leave provisions.

**7.3 Court Leave.** An Association Member shall be entitled to leave for jury service and for court appearances when subpoenaed as a witness, so long as the subpoena is not associated with an action brought by the Association or the Association Member against the District or its Employees/Board Members. The Association Member shall be entitled to receive regular compensation, less any fees paid, without deduction of leave days. The Association Member shall return to his/her duties whenever his/her attendance in court is not actually required.

**7.4 Professional Leave.** Upon the written request of an Association Member, the Employer may grant a leave with or without pay for professional conference, professional assignments, or sabbatical, including continuing study. Insurance benefit premiums shall be the sole responsibility of the Association member during any period of professional leave which exceeds five (5) business days. The granting or denial of professional leave shall not be subject to the grievance procedure.

**7.5 Special Unpaid Leaves.** The Employer may grant a leave of absence on its own motion, or upon the request of an Association Member for reasons of mental or physical disability, child care, adoptions, family emergencies, funerals, or for meritorious reasons not otherwise provided herein. Such leaves will not exceed a period of two (2) semesters. The granting or denial of a special leave shall not be subject to the grievance procedure. Insurance benefit premiums shall be the sole responsibility of the Association member during any period of special leave, which exceeds five (5) business days. In determining whether to grant any such leave, the Employer shall consider:

- 7.5.1. The past performance of the Association Member;
- 7.5.2. Staffing needs, the impact of the Association Member's absence on the education program and other requirements of the Employer;
- 7.5.3. The length of service of the Association Member and the probability that the Association Member will return to the service of the Employer;
- 7.5.4. The purpose or purposes of the leave.

**7.6 Bereavement Leave.** A paid leave of absence of up to Five (5) consecutive work days may be granted for the death of a spouse, child, parent or step-parent, mother-in-law, father-in-law, brother and sister, and stepchild or grandchildren if the Association Member is the legal guardian. Under extenuating circumstances, additional days may be granted at the discretion of the Superintendent.

A paid leave of absence up to Three (3) consecutive work days may be granted for the death of a grandparent, a sister/brother-in-law, a son/daughter-in-law, a grandparent-in-law, and grandchildren (if not the legal guardian).

One (1) day of leave per occurrence may be granted to attend the funeral of relatives not listed above. The relationship to the employee must be identified on the form. Said day shall be deducted from sick leave accumulation.

**7.7 Association Days.** 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. Such leave shall not accumulate from year to year.

**7.8 Leaves Allowed by Law.** Leave allowed by law shall be allowed to the extent they are required by applicable State or Federal law.

**7.9 Leave Administration.**

**7.9.1 Notice.** An Association Member shall at the earliest practicable time give the Employer notice of his/her desire to be granted leave so that the Employer will have the maximum time to provide for the Association Member's absence. Court leave shall be requested at least seven (7) days prior to the requested leave date, except that a shorter notice shall be permitted because of unforeseeable circumstances. Where a leave will extend for five (5) or more days and is foreseeable (e.g. professional leave, special leave) leave shall be requested at least thirty (30) days prior to the date on which the leave is requested to begin.

**7.9.2 Leave Agreements.** Any leave shall be submitted to the personnel office in writing and be agreed to in writing by the Employer. Each leave agreement which extends for a period of more than sixty (60) days, shall include a requirement that the Association Member notify the Employer in writing prior to a specific time that the Association Member intends to return. If the Association Member fails to give such notice, the Association Member shall be considered a voluntary quit.

**7.9.3 Verification.** The Employer may request that the Association Member provide proof of eligibility for any leave sought, including sick leave. Association Members shall have the responsibility of verifying their eligibility for leave and any benefits due. If the Employer determines that an Association Member knowingly withheld or misrepresented material information concerning the purposes or the Association Member's eligibility for leave or for any leave benefits, the Association Member may be disciplined, in addition to any other discipline, by the loss of all or any portion of the Association Member's leave benefits due or to be due under this Agreement.

**7.9.4** Teachers on paid leaves of absence continue to earn incremental advancements on the salary scale while on paid leaves of absence, and shall continue to have provided to them, at district expense, insurance benefits provided under this contract.

## **ARTICLE 8**

### **GRIEVANCE PROCEDURE**

**8.1 Objectives.** It is the intention of the parties to provide a peaceful and orderly procedure to resolve any disagreement concerning the interpretation of this Agreement which has not been resolved through the use of normal administrative procedures. The grievance procedure shall not be used for, or be applicable to, any prohibited subject of bargaining, including, but not limited to any issues arising from the discipline or discharge of an Association Member who is regulated by 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191.

**8.2 Definitions.**

8.2.1 "Grievance": a grievance is an allegation by the grievant or the Association that a specific provision(s) of this Agreement has been violated, excluding those areas, including but not limited to any prohibited subject of bargaining, which have been specifically excluded from the grievance procedure.

8.2.2 "Grievant": means the Association or Association Member filing the grievance. The grievant shall have the right to personally attend each conference or hearing

and if he or she requests, have an authorized representative, designated by the Association, present.

8.2.3 "Event": means that act or omission which the grievant or Association alleges violates one or more provisions of this Agreement.

8.2.4 "Day": for purposes of this Article, day shall mean days when the Central Office is scheduled to be open for business.

### **8.3 Hearing Levels.**

**8.3.1 Informal Adjustment.** Prior to filing a written grievance, the grievant and/or Association representative shall meet with his/her immediate supervisor for the purpose of attempting to adjust such alleged grievance without further proceedings. The request for the meeting must be made within Ten (10) days from the time of the event or the time the grievant or Association reasonably should have known of the event.

**8.3.2 Written Grievance.** If the grievance is not satisfactorily resolved at the informal adjustment conference, the grievant or Association shall have Ten (10) days after the conclusion of the informal conference within which to file a written grievance with his/her immediate supervisor. The grievance shall include:

8.3.2.1 An identification of the grievant(s);

8.3.2.2 The facts upon which the grievance is based;

8.3.2.3 The applicable portion(s) of the Agreement allegedly violated;

8.3.2.4 The specific relief requested;

8.3.2.5 The date of the grievance; and

8.3.2.6 The signature of the grievant or Association representative.

A reply by the grievant's immediate supervisor shall be filed within ten (10) days from the receipt of the written grievance.

**8.3.3 Formal Conference.** If the reply of the grievant's immediate supervisor is not satisfactory and a request by the grievant or the Association is made to the Superintendent or Superintendent's designee within Ten (10) days from the receipt of the reply, a formal conference shall be held within Ten (10) days from the receipt of such request. The formal conference shall, at a minimum, involve

the grievant, the Superintendent (or designee) and the Association President (or designee) if the Association is involved.

The purpose of such formal conference shall be to seek a positive and constructive disposition of the grievance and to avoid the necessity for further proceedings. Any agreement reached as a result of the formal conference regarding the disposition of the grievance shall be in writing.

If the parties are unable to reach agreement, the Superintendent (or designee) shall file a reply within ten (10) days after the completion of the formal conference.

**8.3.4 Board Hearing.** If the reply of the Superintendent (or designee) is not satisfactory and a request by the Association is made within Ten (10) days from receipt of the reply, the Association may petition the Board of Education for a hearing on the grievance. The Board level hearing will be held at the next Board of Education hearing, which is at least ten (10) days after the date the request was submitted. The Board shall direct the Board Secretary to formalize the decision of the Board of Education in a letter to the Association within ten (10) days after the Board hearing.

**8.3.5 Hearing Officer.** If the grievance is not satisfactorily resolved at the Board Hearing, the Association shall have the right to submit the grievance to a hearing officer, who shall be chosen according to the rules of the American Arbitration Association's Labor Arbitration Rules, but only if such request is made within Ten (10) days from the receipt of the Formal Conference reply.

8.3.5.1 Upon receipt of a written request to submit the grievance to a hearing officer, the Employer and the Association shall consult as to the selection of a hearing officer who shall serve as arbitrator. If, within Ten (10) days after receipt of the request to submit, the parties are unable to mutually agree to a hearing officer of their own choosing, the party requesting the hearing will contact the American Arbitration Association to initiate the hearing officer selection process, in accordance with its Labor Arbitration Rules.

8.3.5.2 Once the hearing officer is selected, the hearing will be conducted under the then current Labor Arbitration Rules of the American Arbitration Association, provided that:

8.3.5.2.1 The hearing officer shall not have the authority to vary the terms of the Agreement, rule on any issue involving a right provided to the Employer by state or federal law, or make any ruling which is inconsistent with any constitutional right, state, or federal law.

8.3.5.2.2 The hearing officer shall render his/her written decision within thirty (30) days from the conclusion of the hearing.

8.3.5.2.3 The parties may agree to an expedited hearing by mutual consent or may move for Summary Disposition on any matter; which Motion shall be in writing and decided by the hearing officer prior to the date of the hearing.

8.3.5.2.4 In case of a contract provision implicating pecuniary issues, the remedy for that portion of the grievance, if any, shall be limited to back pay and an amount equal to the cost of COBRA payments during the period the Association Member is without employer subsidized insurance; however, the hearing officer must require proof of attempts to mitigate, and must subtract any mitigation from the award of back pay, otherwise no back pay shall be awarded.

**8.4 Form of Action.** All grievances, replies, and requests shall be in writing and shall be filed with each party.

**8.5 Exclusions.** The Grievance Procedure shall not apply to:

8.5.1 A grievance by any Association Member who desires to assert his/her legal right to present such grievance directly to the Employer and have it adjusted without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and provided that the Association has been given an opportunity to be present at any such adjustment.

8.5.2 The failure to re-employ a probationary Association Member at the expiration of the Association Member's individual contract of employment, or any disciplinary or discharge issues involving probationary Association Members who are not regulated by 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191.

8.5.3 Any grievance in which proceedings are pending before any administrative tribunal, agency or court, it being the intention of the parties that a grievant shall have one (1) remedy only.

8.5.4 Any provision of this Agreement which contains an express exclusion from this procedure.

**8.6 General Provisions.**



- 8.6.1 Provisional Relief.** The Employer may at any stage of the proceedings provisionally grant in whole or in part the relief requested by the grievant. Neither a provisional grant of relief, nor the failure to grant such relief, shall be considered by a mediator, hearing officer or a court of competent jurisdiction as an admission, it being intended only for the purpose of permitting a party to mitigate damages pending a final determination of the grievance.
- 8.6.2 Time Limitations - Withdrawals and Denials.** The initiation of any grievance or request for advancement to the next hearing level which is not made within the time limitations prescribed in this Procedure, shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance which is not answered within the time specified shall be deemed to have been denied and the grievance shall automatically advance to the next grievance level unless withdrawn.
- 8.6.3 Place of Proceedings.** All proceedings shall be held on the Employer's premises, except for those required to be held in a court of law.
- 8.6.4 Costs.** Any fees and expenses paid for the services of a hearing officer shall be paid by the non-prevailing party. Any fees and expenses paid for the services of a hearing officer in a split decision shall be shared equally.

## ARTICLE 9

### NEGOTIATIONS

- 9.1 Rules.** Negotiations shall be conducted in accordance with such rules and procedures as the parties may from time to time agree upon, except that such proceedings shall not be held during the regular school day except by mutual consent.
- 9.2 Negotiators.** Neither party shall have any control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the District. The parties mutually agree that their representatives will be clothed with all necessary power and authority to make and consider proposals. No agreement between the parties shall be effective until the same shall be ratified by both the Employer, through its Board of Education, and the Association.
- 9.3 Successor Agreement.** The negotiation of a successor Agreement shall begin upon the written request of either party provided said request is made no earlier than Six (6) months prior to the expiration of this Agreement. Negotiation of a successor Agreement shall occur a minimum of two (2) times per thirty (30) day period beginning with the request by either party. If the Parties fail to reach an agreement in any such negotiations,

either party may invoke the mediation process of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

**9.4** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement and with respect to any subject or matter which was negotiated in the formation of this Agreement but upon which no agreement was reached, excepting any subject matter removed by law from the area of collective bargaining.

**9.5** All provisions of this Agreement are subject and subordinate to the obligations of either party under applicable laws or regulations unless such laws or regulations do not restrict the parties from agreeing to a contractual provision, which has become part of this Agreement, and which provides enhanced or diminished rights in comparison to the law or regulation. If any provision or application of this Agreement shall be prohibited by or be deemed invalid under such applicable laws or regulations, or shall become unlawful due to legislative enactment, such provision(s) or application(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, the parties agree to meet within twenty (20) days of such action in order to renegotiate such invalidated provision, to the extent permitted by law.

## ARTICLE 10

### MISCELLANEOUS PROVISIONS

**10.1 Probationary Defined.** Where a member of the Association's bargaining unit occupies a bargaining unit position that does not come within the coverage of the Teachers' Tenure Act that person shall be regarded as a "probationary" Association Member during the first Two (2) years of employment, if the Association Member has spent at least Four (4) years employed by another Michigan school district, or Five (5) years of employment if the Association Member has not spent at least Four (4) years at another Michigan school district. These designations are made solely for the purpose of facilitating the administration of this Agreement as regards those Association Members who do not fall within the coverage of the Teachers' Tenure Act as either probationary or tenured Association Members. Nothing in this provision shall be interpreted or applied to confer any tenure rights or status, either substantive or procedural, under the Teachers' Tenure Act, upon any Association Member.

- 10.2 Day or Days.** Unless otherwise indicated, "Day" means a calendar day except a Saturday, Sunday or a scheduled holiday or vacation period occurring during the school year. "Day" shall also include the summer break except a Saturday, Sunday or national holiday.
- 10.3 Individual Contracts.** All individual Association Members' contracts shall be subject and subordinate to the provisions of this Agreement, and to Board policies and guidelines, and shall be subject to termination in accordance with the procedures therein set forth, or at the time of the termination of the Association Member's tenure rights, or for any other reason the Employer sees fit unless specifically barred by the express terms of this Agreement or by act of law.
- 10.4 Board Policies.** The Employer shall furnish the Association a copy of any new Board policy adopted by the Employer, including any amendments thereto, by email within Ten (10) days after adoption.
- 10.5 Medical Examinations.** The Employer may require an Association Member to receive a physical and/or mental examination following a conditional offer of employment and for reasonable cause may also require an Association Member to receive a physical and/or mental examination for any other reason allowed by law.

If the Employer shall require a medical examination, it shall pay the cost thereof in excess of the amount paid by insurance.

- 10.6 Distribution.** Copies of this Agreement shall be duplicated at the expense of the Board and given to each Association Member.
- 10.7 School Improvement Plan.** The Employer and the Association agree that employee participation in building level school improvement plans can provide positive results for the education for students. To that end, the parties agree as follows:
- 10.7.1. The provisions in this Article shall apply to all School Improvement Plans as provided for in Section 1277 of the Revised School Code, MCL 380.1277, or its successor provision. Association Members are invited to voluntarily participate in school improvement planning.
- 10.7.2. School Improvement Plans should be consistent with the collective bargaining agreement and Board policy, and the requirements of the State of Michigan. In the event that any provision(s) of a School Improvement Plan or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement or Board policy, representatives of the Board and the Association shall meet to consider mutually agreeable alternatives, such as possible waiver of the conflicting provision for a specified or indefinite period of time. In the event the

parties cannot agree on a mutually satisfactory solution, the collective bargaining agreement and Board policy shall prevail.

- 10.8 Emergency Manager.** An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, may reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531.
- 10.9 Strikes, Slowdowns, Lockouts or Other Coercive Tactics Employed by either the Employer or Association.** The Association, having been recognized as the exclusive bargaining agent for the Association Members, agrees that it will make every reasonable effort not to permit, or allow the **encouragement of**, Association Members to cause any **strike**, slowdown, or deviation from the teaching schedule, designed to be used as a means of coercing the Employer to accept any demands or adjust any grievances relating to wages, hours, or other terms and conditions of employment in violation of State or Federal law. If the provisions of this section are willfully breached by the Association it agrees to pay the Employer actual damages, including any attorney fees and costs. The Board shall not engage in any lockout as prohibited by **State or Federal law**. If the Board willfully engages in a prohibited lockout, the Board agrees to pay the Association's actual damages, including any attorney fees and costs.
- 10.10 Recognition of Service.** In recognition of services to the school district, a payment of One Tenth of One Percent (1/10 of 1%) of the Association Member's final base salary will be paid upon retirement, provided the Association Member shall have been employed in the school district for the last Ten (10) years.
- 10.11 Conferences and Meetings.** At its discretion, the Board agrees to provide, upon application and the prior approval, the necessary funds for Association Members who desire to attend selected professional conferences and meetings. Reasonable and customary travel, meals, lodging, and registration fees will be deemed appropriate expenses by the Board, as well as the cost of the substitute teacher to relieve the participant. A teacher Association Member attending such conferences and meetings should be granted sufficient leave time to attend, without loss of compensation.
- 10.12** The Administration will seek input from various Association Members when developing 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. When practicable, all Association Members desiring to attend shall be encouraged to do so. If a workshop is Employer mandated, Association Members will be paid according to Schedule A.1.(F), provided the workshop is held other than during the work year.

**10.13** 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 an Association Member reference section in each school and include therein all texts which are reasonably requested by the Association Members and approved by the principal of that school.

**10.14** With mutual agreement between the Association Member and principal, supported by a signed written plan, Association Members 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 11**

### **DURATION OF AGREEMENT**

**11.1 Term.** This Agreement shall become effective upon ratification by the Employer and the Association and shall continue in effect until **June 30, 2014**.

**11.2 Agreement.** 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.

**IN WITNESS THEREOF**, the parties hereto have set their hands this \_\_\_\_ day of August, 2012.

BOARD OF EDUCATION  
NILES COMMUNITY SCHOOLS

NILES DISTRICT EDUCATION  
ASSOCIATION

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

**SCHEDULE A  
SALARY**

**A.1. Generally Applicable Standards.**

- A.1.A.** The daily salary of an Association Member is calculated by dividing his/her contractual base salary by the contractual period of 194 days. The hourly rate is calculated by dividing the daily rate by the number of hours contained in the normal work day referenced in §4.3.
- A.1.B.** All hours to be considered for any pay level beyond the B.A. Degree must be graduate hours from an Employer recognized accredited university.
- A.1.C.** As detailed within this Agreement, an official transcript must be submitted to the Personnel Office and placed in an Association Member's permanent file before the Association Member moves to the next level on the salary schedule.
- A.1.D.** The term "or 45 Hours" listed within Schedule A.2 means that approval of such hours in lieu of the M.A. Degree may be accepted if related to the Association Member's job duties and approved by the Superintendent.
- A.1.E.** Pay for work at income-producing school activities shall be as follows:
  - A.1.E.a.** High School basketball, football, and gym shows - \$15.00 per night
  - A.1.E.b.** High School wrestling, track, Middle School activities, and all other activities not listed herein - \$7.50 per night
  - A.1.E.c.** Noon Duty - \$15.00 per hour (prorated for minutes worked)
- A.1.F.** Association Members requested to work additional week(s) beyond the 194 day contractual period, including summer school, driver's training, and adult education classes taken for credit, will be paid at a rate equal to Five Hundredths of One Percent (0.05%) of their salary for each approved hour worked. Such assignments shall be considered extra duty assignments for purposes of the Teachers' Tenure Act, are at the sole discretion of the Employer, and shall not be subject to the grievance procedure.

**A.2** The following salary schedule will be used:

Old Steps	New Steps	BA Degree	BA +15	Masters or 45 Hours	MA +15	MA +30	MA + 45
	1	\$31,923.02	\$33,374.53	\$36,276.63	\$39,178.72	\$43,531.40	\$46,433.49
1	2	\$32,614.45	\$34,097.40	\$37,062.35	\$40,027.30	\$44,474.25	\$47,439.20
	3	\$33,355.45	\$34,838.40	\$37,803.35	\$40,768.30	\$45,215.25	\$48,180.20
2	4	\$34,097.40	\$35,579.40	\$38,544.35	\$41,509.30	\$45,957.20	\$48,922.15
	5	\$34,838.40	\$36,320.40	\$39,285.35	\$42,250.30	\$46,698.20	\$49,663.15
3	6	\$35,579.40	\$37,062.35	\$40,027.30	\$42,992.25	\$47,439.20	\$50,404.15
	7	\$36,320.40	\$37,803.35	\$40,768.30	\$43,733.25	\$48,180.20	\$51,145.15
4	8	\$37,062.35	\$38,544.35	\$41,509.30	\$44,474.25	\$48,922.15	\$51,887.10
	9	\$37,803.35	\$39,285.35	\$42,250.30	\$45,215.25	\$49,663.15	\$52,628.10
5	10	\$38,544.35	\$40,027.30	\$42,992.25	\$45,957.20	\$50,404.15	\$53,369.10
	11	\$39,285.35	\$40,768.30	\$43,733.25	\$46,698.20	\$51,145.15	\$54,110.10
6	12	\$40,027.30	\$41,509.30	\$44,474.25	\$47,439.20	\$51,887.10	\$54,852.05
	13	\$40,768.30	\$42,250.30	\$45,215.25	\$48,180.20	\$52,628.10	\$55,593.05
7	14	\$41,509.30	\$42,992.25	\$45,957.20	\$48,922.15	\$53,369.10	\$56,334.05
8	15	\$42,992.25	\$44,474.25	\$47,439.20	\$50,404.15	\$54,852.05	\$57,817.00
9	16	\$44,474.25	\$45,957.20	\$48,922.15	\$51,887.10	\$56,334.05	\$59,299.00
10	17	\$45,957.20	\$47,439.20	\$50,404.15	\$53,369.10	\$57,817.00	\$60,781.95
11	18	\$47,439.20	\$48,922.15	\$51,887.10	\$54,852.05	\$59,299.00	\$62,263.95
12	19	\$47,439.20	\$48,922.15	\$53,369.10	\$56,334.05	\$60,781.95	\$63,746.90
13	20	\$47,439.20	\$48,922.15	\$54,852.05	\$57,817.00	\$62,263.95	\$65,228.90

SCHEDULE B EXTRA DUTY

Sport/Position	Flat Fee
<b>BASEBALL</b>	
Varsity	\$5,000
J.V.	\$3,000
Freshman	\$2,500
<b>BASKETBALL</b>	
Boys Varsity	\$8,000
Boys J.V.	\$4,500
Boys Freshman	\$4,000
Boys 8th Grade	\$2,000
Boys 7th Grade	\$2,000
Girls Varsity	\$8,000
Girls J.V.	\$4,500
Girls Freshman	\$4,000
Girls 7th Grade	\$2,000
Girls 8th Grade	\$2,000
<b>Cheerleading</b>	
Varsity	\$3,000
J.V.	\$2,000
Freshman	\$2,000
7th & 8th	\$1,500
<b>CROSS COUNTRY</b>	
Boys Varsity	\$3,600
Girls Varsity	\$3,600
7th & 8th Grades	\$3,500
<b>GOLF</b>	
Boys Varsity	\$4,000
Girls Varsity	\$4,000
<b>SOCCER</b>	
Boys Varsity	\$4,500
J.V.	\$3,500
Girls Varsity	\$4,500
J.V.	\$3,500
<b>SOFTBALL</b>	
Varsity	\$5,000
J.V.	\$3,000
Freshman	\$2,500
<b>TENNIS</b>	
Boys Fall Varsity	\$4,000
Boys Fall J.V.	\$3,000

Girls Spring Varsity	\$4,000
Girls Spring J.V.	\$3,000
<b>TRACK</b>	
Boys Varsity	\$5,000
Boys Assistant	\$3,000
Girls Varsity	\$5,000
Girls Assistant	\$3,000
7th Grade	\$2,000
8th Grade	\$2,000
<b>FOOTBALL</b>	
Varsity	\$8,000
Varsity Assistant 1	\$4,500
Varsity Assistant 2	\$4,500
Varsity Assistant 3	\$4,500
J.V.	\$4,500
Freshman	\$4,500
8th Grade	\$3,000
7th Grade	\$3,000
<b>VOLLEYBALL</b>	
Varsity	\$5,000
J.V.	\$3,000
Freshman	\$2,500
8th Grade	\$2,000
7th Grade	\$2,000
<b>WRESTLING</b>	
Varsity	\$5,000
J.V.	\$3,000
7th Grade	\$2,000
8th Grade	\$2,000
<b>OTHER</b>	
Intramural Director	\$1,000



SCHEDULE B EXTRA DUTY

Extra Duty Event	Flat Fee
<b>SENIOR HIGH SCHOOL</b>	
<b>Music Program</b>	
Vocal Music Performance	\$5,000
Instrumental Music Performance	\$5,000
Musical Director	\$1,000
Musical Tech Director	\$800
Musical Conductor	\$800
Play Director	\$800
Play Tech Director	\$500
<b>Class Advisory</b>	
Class Sponsor Freshman	\$800
Class Sponsor Sophomore	\$800
Class Sponsor Junior	\$800
Class Sponsor Senior	\$1,200
Class Sponsor Prom	\$350
<b>Club Sponsor Academic</b>	
Academic Clubs	\$800
I.e., French, Spanish, Business, National Honor Society, Graphics, Etc.	
<b>Club Sponsor Service</b>	
Service Clubs	\$800
I.e., Key, N Club, SADD, Etc.	

<b>Club Sponsor Competition</b>	
Competition Clubs	\$1,000
I.e., D.E.C.A., Robotics, Science Olympiad., Debate, Etc.	
<b>Other Areas</b>	
Color Guard	\$800
Event Tech Support	\$800/year
School Paper	\$800
Student Council	\$1,000
Tattler	\$2,000
<b>MIDDLE SCHOOL</b>	
Games Manager	\$50/event
Vocal Music Performance	\$1,000
Instrumental Music Performance	\$1,000
Student Council	\$800
Science Olympiad	\$800
Club Sponsor	\$600
Yearbook	\$800
<b>ELEMENTARY</b>	
Safety Patrol	\$800
Club Sponsor	\$400
Student Council	\$500
Teacher in Charge	\$1,000
<b>DISTRICT</b>	
Mentor Teacher	\$1,000
Data Team Leader	\$1,500
District Data Team Leaders	\$800

**SCHEDULE C  
CALENDAR**

**C.1. Generally Applicable Standards.**

- C.1.A.** Any hours that need to be made-up to collect full state aid will be added at the end of the school year.
- C.1.B.** The calendar shall comply with all applicable laws, and further reflect the necessary elements to maximize revenue from state or federal aid, including grants.
- C.1.C.** The school calendar shall be developed by a committee consisting of equal numbers of school administrators (excluding the Superintendent) and Association Members no later than May 1 of each year. If the committee is unable to decide by May 1 of each year, the calendar shall be determined by agreement or majority vote of a three-member committee consisting of the Superintendent, Board President, and Association President. The three-member committee shall meet and determine the calendar prior to June 1 of each year.
- C.1.D.** The calendar shall include the county-wide dates for start of school, winter break, and spring break. Unless a different number of days are required by law, the calendar shall include at least 168 full students days, 2 half student/teacher days, 4 days for parent-teacher conferences (2 each semester), 1 half day staff meeting prior to the start of school, Three (3) half teacher work day, and the equivalent of at least 5 professional development days. Teacher Work Day means teachers are expected to use the time to work on grades and school related tasks. The first day of evening conferences are available upon mutual agreement between the individual building administrators and staff. Conference hours are not to exceed the equivalent of two teacher work days.
- C.1.E.** End of Marking period dates and "grades due" dates will be published at the start of the school year as determined by the Employer.
- C.1.F.** The yearly calendar shall be attached hereto.