

3587

8/31/2000

## **MASTER AGREEMENT**

Between The

**NICE COMMUNITY SCHOOLS  
BOARD OF EDUCATION**

And The

**NICE TEACHERS ASSOCIATION/  
UPPER PENINSULA EDUCATION ASSOCIATION/MEA/NEA**

Effective September 1, 1997  
Through August 31, 2000

**NICE COMMUNITY SCHOOL DISTRICT NO. 9  
300 Westwood Drive  
Ishpeming, MI 49849**

*Nice Community Schools*



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### **Introduction**

This Agreement is entered into by and between the Board of Education of the NICE Community School District of Marquette and Baraga Counties, State of Michigan, hereinafter called the "Board", the "District", or the "Employer", and the NICE Teachers Association/Upper Peninsula Education Association/MEA/NEA, hereinafter called the "Association".

### **WITNESSETH:**

The Board and Association recognize their mutual obligations pursuant to Act 379 of the Public Acts of 1965 to bargain collectively with respect to hours, wages, and terms and conditions of employment. Both parties have entered into and conducted extended and good faith negotiations where each party has had the right and opportunity to make demands and proposals with regard to all bargainable subjects. Therefore, the Board and the Association, for the term of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement. The Board and the Association may, however, by mutual consent, reopen any subject during the term of this Agreement.

Agreement has been reached between the parties hereto including formal ratification of the terms hereof by the governing body of the Association and approval by the Board.

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

### **ARTICLE I RECOGNITION**

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts 1965, for the following personnel:

Teachers, guidance counselors, librarians and school nurses, employed by the Board under contract, excluding substitutes and administrative and non-teaching personnel. As used herein employees are deemed "substitutes" unless they are contractually committed to employment with the District, full-time or part-time, for one (1) full school year or more (or for the balance of the school year if hired as permanent employees). The term "teacher" or "employee" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined, and references to male shall include female teachers or employees.

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

C. The Association shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer or in reliance upon signed authorization cards or lists furnished to the Employer by the Association for the purpose of payroll deduction of dues.

## **ARTICLE II TEACHER RIGHTS**

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining. As a duly elected body of the State of Michigan the Board agrees that it will not directly or indirectly discourage, coerce or deprive any teacher of any rights conferred by Act 379 or other laws of Michigan, or of the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association or collective professional negotiation with the Board, or their institution of any grievance, complaint, or proceeding under this agreement.

B. The Association shall have the right to use the school building facilities for meetings. The Association agrees to abide by the rules and regulations established by the Board for use of School facilities.

C. Bulletin boards, designated by the Superintendent, shall be made available to the Association.

D. The Board agrees to furnish to the Association, reasonable requests, public information concerning the financial status of the district.

## **ARTICLE III BOARD'S RIGHTS CLAUSE**

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

1. To manage and control the School's business, equipment and operations, to direct the affairs of the District, and to determine all matters



concerning management of the District, its financial policies, including all accounting procedures, and all matters pertaining to public relations.

2. To direct the working forces, including the right to hire, promote, demote, assign, transfer, discipline, suspend and discharge employees; to determine the size of the work force and to lay off and recall employees; to determine the hours of work, including starting times and scheduling, to adopt, amend and repeal reasonable rules and regulations including but not limited to disciplinary rules concerning substance abuse, to determine the qualifications of employees, including adoption of policies affecting selection and subsequent inservice training of employees.

3. To determine the services, supplies and equipment necessary for operations, including selection of textbooks and other teaching materials, the methods, schedules and standards of operation and instruction, the means, methods and processes of carrying on the work, of new and/or including changes therein, and the institution improved or special methods, programs or determine the location or relocation of including establishment, relocation or closing of divisions, departments, offices, schools, buildings or other facilities, and to determine the placement of operations, instruction, services, maintenance or distribution of work, and the source of materials and supplies.

The exercise of the foregoing by the Board, and the adoption, deletion, revision and continuance of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith by the Board, shall be limited only by the specific and express terms of this Agreement and then only to the extent such terms are in conformance with law.

#### **ARTICLE IV**

#### **PROFESSIONAL COMPENSATION**

A. The salaries of teachers covered by this Agreement are set forth in the Salary Schedule Appendices (except as otherwise specifically provided).

B. Prior to taking graduate hours which are intended for advancement on the salary schedule, the teacher and their principal and/or the Superintendent will meet to discuss the teacher's professional growth including their advanced degree intentions and course work contemplated. Advancement on the salary schedule will be subject to the following conditions:

1. (A) As long as the graduate program is reasonably related to professional development in the field of education or district needs, the teacher may choose their own degree program.



(B) Once a specific graduate program has been chosen, graduate hours which are requirements for such an advanced degree will be credited toward advancement on the salary schedule.

2. Graduate hours taken for improvement in the education field will be credited so long as they are reasonably related to professional development or district needs.

3. Satisfactory work (Grade C or better) beyond the B.A. or B.S. degree earned from an accredited graduate school as of the specified date will apply toward a higher index bracket commencing that year.

4. All approved graduate hours taken but not counted towards a Master's Degree will be counted for placement on the Master's + 15 or Master's +30 salary schedule. This will be granted for all teachers hired before August 1, 1996. Any employees hired after August 1, 1996 will only get credit for approved hours earned after receiving their Master's Degree.

C. Years of teaching for salary schedule advancement is based on actual years of full-time teaching experience in the District as of the specified date (except as otherwise provided) and excludes leaves or other periods of approved absence in excess of forty-five (45) working (teaching) days per school year. Employees absent in excess of such forty-five (45) days per year shall have such year of teaching calculated on a prorated basis, determined by dividing the number of working (teaching) days actually worked during the school year by the total number of working (teaching) days in such school year. For purposes of this paragraph, paid sick leave days used by the teacher during the school year will be deemed working (teaching) days. Employees who are employed in part-time positions shall accrue "years of teaching on a pro rata basis determined by dividing such part-time employees hours/days actually worked by the normal annual schedule of hours/days worked by regular full-time employees."

D. Credit for teaching outside the district will be paid up to seven (7) years, and all years after can be negotiated.

E. Teachers traveling more than one (1) mile between buildings and teachers traveling to conferences, workshops, etc., will be reimbursed per trip at the rate of \$.28 for the first one hundred (100) miles and \$.20 for all miles thereafter.

F. Teachers of Vocational courses shall be compensated \$450 in addition to the step they have attained. This payment shall be made to certified vocational teachers who have had 4,000 hours of work experience (as a qualification for certification) and who are assigned to teach an added cost



reimbursed vocational program which is designed to provide students with an entry level vocational skill.

G. Special compensation shall be provided as follows:

1. Teachers participating on School Improvement Committees throughout the school year shall receive an honorarium of \$200 payable at the end of such school year.

2. Compensation for teachers who are working on special projects shall be as follows:

a) Attendance at workshops or conferences on non-session days - \$50/day

b) Teachers working on curriculum development - regular per diem rate

c) Teachers moving classrooms as the result of involuntary transfers

1. Within the same building - \$50

2. Between buildings - \$100

H. The number of teachers to be paid off in June shall not exceed twenty-five (25) per year. Request for June payoff shall be made thirty (30) days in advance to the Business Manager. Payment will be made on the first payday after the close of the school year. To the extent permitted by law, income tax withholding will be calculated at the normal two-week payroll rate, unless otherwise requested in writing by the teacher.

I. Teachers shall be paid on a bi-weekly basis, every other Thursday. The following options are available:

1. 26 pays per year, starting in September, ending in August.

2. Salary divided into 26 pays, with the option to have the balance of contract paid in a lump sum on the first pay in June. Request for June payoff must be made in writing to the Business Office prior to May 1st each year. To the extent permitted by law, income tax withholding shall be calculated at the two-week payroll rate, unless otherwise requested by the teacher.

3. Salary divided by 20 pays, starting in September. Requests for Option 3 must be made in writing to the Business Office by August 15th each year.



The number of teachers who choose Option 2 or 3 shall not exceed 30 per fiscal year (July 1 through June 30). Applications will be approved on a first-come, first-serve basis. Deductions for insurance, TSA's, Savings Bonds, etc., will be deducted on the final payment for a three month period.

J. The salary of the school nurse will be as follows:

1. A person employed as a School Nurse by the district who holds a valid Michigan Registered Nurses License at the time of employment, but has not yet earned a B.S. in nursing will be paid on the following schedule:

a) Interim School Nurse Certificate: 90% of appropriate step of the B.A. level

b) Standard School Nurse Certificate: 95% of appropriate step of the B.A. level

2. A person employed as a School Nurse by the District who holds at least a Bachelor's Degree in nursing and a Professional School Nurse Certificate will be placed on the salary schedule with credit given for years of school nursing experience (up to 15 years) and graduate credits (Grade "C" or better) earned after the Bachelor's Degree was conferred. The School Nurse will then progress both vertically and horizontally on the salary as a teacher does when the necessary qualifying graduate credits are obtained.

3. If the school nurse is employed less than full-time, additional hours assigned by the superintendent during the normal School Year (see Calendar Appendix) shall be compensated at the full-time nurse per diem rate according to proper step placement.

K. 1. Teachers required by the District to work during summer vacation who perform their normal duties shall be paid for such work at their normal per diem rate for such duties. Teachers who perform work during their summer vacation, but are not required by the District to do so, whether or not such duties may be similar to certain of their teaching duties, shall be compensated at rates agreeable between the District and such teachers, such work not being covered by this Agreement. Performance of such duties by teachers will be voluntary, and such opportunities will be posted in advance, with the rate for the position indicated in such posting.

2. If teachers are working on a specific project, the teachers and the district may enter into a specific contract for services. The N.T.A. must approve of the contract before it can be implemented.



L. Noon duty supervisors shall be compensated at the rate of \$14 per hour for outside duties and \$10 per hour for inside duties.

M. Teachers who substitute for other teachers during normal prep time shall be compensated at one fifth (1/5) of a substitute teacher's daily rate.

## **ARTICLE V TEACHING HOURS**

A. 1. Teacher's teaching hours in the schools shall be as set forth in the Time Schedule Appendix. If individual teachers, groups of teachers or buildings wish to deviate from the established time schedule, a proposal should be presented to the building principal, superintendent, and N.T.A. A letter of understanding delineating the special conditions, including duration of change, must be signed by the superintendent and N.T.A. representative before being implemented.

2. The regular teacher's day shall consist of seven (7) hours and fifteen (15) minutes including lunch. If a teacher is scheduled to teach in two (2) or more buildings, the administration shall schedule the beginning and ending time for that teacher. If the teacher's time exceeds seven (7) hours and fifteen (15) minutes, the teacher will be compensated at his/her proportional per diem rate for the additional time.

B. 1. The Superintendent may, at his discretion in response to inclement weather or other emergency situations amend (by reducing total hours worked in a given day) the time schedules set forth in the Time Schedule Appendix.

2. When it is necessary to begin the school day later due to inclement weather, the starting times will be delayed two (2) hours.

3. If the weather does not improve, the Superintendent will inform the staff through the radio/television stations on or before 8:30 AM that school will be closed for the day.

C. Teachers, unless excused, shall attend staff meetings scheduled by the Administration. These meetings, except under special circumstances, shall not extend more than one-half hour after classes are dismissed and shall, whenever possible, be scheduled within the teacher hours as defined in the Time Schedule Appendix. There shall be no more than eight (8) meetings per year extending beyond such one-half hour after classes are dismissed; absent emergency, any such meetings lasting more than one-half hour after classes are dismissed shall be scheduled at least one (1) week in advance.

D. Each Elementary Grade will have a fifteen minute break in the morning and afternoon. The schedule for this break time will be scheduled by the teacher and the building principal. However, no class shall be left unsupervised during this time.

E. Teachers who must return that evening for school activities may, with Building Principal's approval, leave 5 minutes after the students. Teachers will not be released early for training and/or practice sessions. Teachers may leave five (5) minutes after the students before holidays.

F. 1. The school nurse will work the number of teaching staff days set by the school calendar; the work day to commence at 8:00 AM and to end at 3:15 PM, with a one-half (1/2) hour duty free lunch period. The school nurse will have a ten minute break in the morning and in the afternoon. The daily schedule of work will be assigned by the Superintendent.

2. Certain provisions of the collective bargaining agreement are inapplicable to classroom teachers only and accordingly shall not apply to the school nurse. Examples are the Teacher Evaluation Article and the Seniority, Layoff and Recall Article. School nurses may be evaluated by the Board in any reasonable manner. Similarly, layoff and recall for school nurses may be implemented in any reasonable manner by the Board.

## **ARTICLE VI TEACHING LOADS AND ASSIGNMENTS**

A. 1. The normal weekly loads in the High School will not exceed twenty-five (25) teaching periods and five (5) unassigned preparation periods. The weekly loads in the Middle Schools shall not exceed thirty-five (35) teaching periods and five (5) unassigned preparation periods.

2. If teachers at the High School level assume weekly loads of six periods a day, such assignments will be voluntary. Such teachers shall be compensated by payment of one-sixth (1/6) of their daily rate.

B. Teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certification or their major or minor field of study.

C. Outdoor supervisory responsibilities for teachers will be voluntary whenever reasonably possible.

D. 1. Because the pupil teacher ratio is an important aspect of an effective educational program, the parties agree that the class size should be



lowered and equalized whenever reasonable, considering geographic difficulties and kept at or below the number required for state aid incentive payments if possible.

2. Because the pupil-teacher ratio is an important aspect of an effective educational program, class size shall be a factor in student assignment. Consideration shall also be given to classroom size, laboratory space, and amount of equipment.

3. Because classroom management is impacted by numbers of students assigned, teacher evaluation forms will indicate the number of students in the class.

E. Elementary teachers (K-5) that must teach during planned periods assigned to special teachers (art, music, physical education, etc.) will be compensated at the rate of one (1) hour of substitute pay per planning period lost.

## **ARTICLE VII TEACHING CONDITIONS**

A. Teachers, either individually or through established committees, shall be given the opportunity to make recommendations concerning educational programs and the purchase of equipment and materials. The Association, however, recognizes the right of the Board to make all final decisions in the adoption of such programs and in determining which materials and equipment shall be purchased.

B. Under no conditions shall teachers be required to drive school buses as part of their regular assignments.

C. The Board shall make available, in each school, restroom and lavatory facilities for staff use and at least one room which shall be reserved for staff use. In such rooms the coffee and pop supply shall be the responsibility of the Association.

D. Telephone facilities for non-toll calls shall be made available to teachers for their reasonable use.

E. Adequate parking facilities shall be made available to teachers.

F. Released time for teachers authorized by the Board or Administration to represent the District on a state committee for an authorized extracurricular activity shall be granted to a maximum of three (3) days. Since such positions are expected to be rotated among participating districts, no single employee shall

be granted the above released time for more than three (3) consecutive years without special permission of the Board.

## **ARTICLE VIII VACANCIES AND PROMOTIONS**

A. When a new bargaining unit or administrative staff position is created by the Board or a vacancy (a position unstaffed after transfers or reassignment) occurs in a current such position, the Board shall publicize the same prior to filling the position. Notice shall be given bargaining unit members by posting such vacancy in each school or be enclosing notice of the vacancy with the employee's summer paychecks at least five (5) days prior to posting externally. Twenty (20) work days prior to the first day of school, postings will occur simultaneously. Any teacher may apply for such vacancies.

B. In filling vacancies for bargaining unit positions, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the District, and other relevant factors (see Article IX, Section A.5.). If no internal applicant is appointed to such a position, the Board may then post the open position externally. This Section does not take away the Board's right to reject any internal candidates. An applicant who is denied a vacant bargaining unit position may request a written rationale for nonselection.

## **ARTICLE IX TRANSFERS**

A. If transfer (change in building assignments, or change in grade assignments in elementary school grades or subject assignments in secondary school grades) of teachers is necessary:

1. Affected teachers, and the Association, will be notified as soon as possible and, for transfers expected to take effect the following school year, preferably prior to May 1.

2. A conference with affected employees shall be held with the employees' Principals and/or the Superintendent. The Association will have a representative present.

3. a) At such conference, reasons for the transfer will be reviewed.

b) Involuntary transfers will be used where necessary to maintain maximum employment of most senior and current employees.



4. Disposition of the matter shall be made in writing by the Principals and/or Superintendent to all affected parties, and the Association.

5. The following criteria will be used, whether the transfer be voluntary or involuntary. If the employee meets the necessary qualifications, consideration shall be given to the following factors:

a) Educational considerations.

1. best interests of students.
2. teacher efficiency and overall efficiency of the school district.
3. where the Administration feels the employee is most qualified to serve.

b) Seniority in the district.

c) Seniority in the position.

d) The preference of the teacher.

6. A teacher involved in a transfer or in a request for transfer may ask that their case be reviewed by the Board of Education. The final decision rests with the Board.

7. Teachers who wish to exchange assignments for a period of not less than one (1) school year or request a voluntary transfer from the following year may submit a written request to the Superintendent not later than May 15 of the school year preceding the exchange. Applicants for such an exchange must each possess the same qualifications as defined in Article XVI, E.6. Consideration shall also be given to the best interests of students, teacher efficiency and overall efficiency of the school district. If the request to exchange is denied by the Superintendent, the teacher(s) involved may ask for and will be granted a meeting with the Board. The final authority to grant or deny a request for a voluntary transfer rests with the Board.

B. Any teacher who shall be transferred to a supervisory or administrative position, and shall later return to a bargaining unit position, shall be entitled to such rights as they had under this Agreement prior to such supervisory or administrative status. Administrative and/or supervisory experience with the District shall be credited along with previous bargaining unit experience for placement on the salary schedule. Only previous bargaining unit experience shall be credited for seniority purposes under this Agreement.

## **ARTICLE X SICK LEAVE**

A. Each teacher shall be granted eleven (11) days sick leave per year. The unused portion shall accumulate to a maximum of two hundred (200) days. The leave days may be used for the following reasons and subject to the following conditions:

1. Personal Illness or Disability - The teacher may use all or any portion of their leave to recover from their own illness or disability. Such leave may also be used for medical and dental appointments of the teacher, for that portion of the day that is necessary, and where the teacher's presence is necessary for such appointments of their spouse, children, parents or other members of their household, for whom the teacher has responsibility, which cannot be made outside the school day, provided prior approval for the specific day has been obtained from their principal.

2. Employees shall be allowed up to three (3) working days with pay as funeral leave days not to be deducted from sick leave for death in the immediate family. Immediate family is to be defined as follows: Mother, father, step-parents, brother, sister, spouse, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents and grandchildren, or a member of the employee's household. The principal, at his discretion, may grant additional days to be deducted from sick leave. A teacher shall be allowed up to three (3) working days to be deducted from sick leave for the death of an aunt or an uncle.

3. Leave days to be deducted from sick leave for the following purposes shall be at the discretion of the employee's Principal:

a) Absence not to exceed one(1) day for the death of a close friend.

b) Sickness of spouse, children, and parents or other members of their household for whom the teacher has responsibility.

c) Absence not to exceed one (1) day to act as pall bearer in a funeral service.

B. The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth their total sick leave credit.

C. A teacher who is unable to teach because of personal illness or disability and who has exhausted sick leave available may, with doctor's written



recommendation, be granted upon written request leave of absence for the remainder of the school year. The leave may be renewed each year upon written request by the teacher and approval of the Board.

D. Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days, and the District shall pay to such teacher the difference between their salary and the benefits received under the Michigan Worker's Compensation Act for the duration of such absence.

E. A teacher absent from work because of mumps, scarlet fever, measles, chicken pox, lice, scabies, or other childhood diseases due to exposure in the classroom shall suffer no loss of compensation and shall not be charged against personal sick leave.

F. Sick leave days will not be deducted from teachers when requested days coincide with emergencies which cause their schools to be closed, except for extended (five [5] calendar days or more) previously granted leave.

G. Upon retirement, disability or death of a teacher after ten (10) consecutive years of service within the system, the Board agrees to pay said teacher or beneficiary (1) unused sick leave days, at one-half (1/2) the daily Base teacher's rate, to a maximum of \$1700.00 and (2) all sick leave beyond those days needed to satisfy G.(1) at the rate of one-half (1/2) the daily subpay to a maximum of G.(1) and G.(2) of three thousand dollars (\$3,000).

H. A teacher who exhausts sick leave will be granted a maximum of ten (10) days additional sick leave paid at their daily rate. Teachers may use this option once. Unused days will not be added to accumulated sick leave, and the current substitute rate will be deducted from each days pay. The additional days will be used during one school year only. Teachers wishing to exercise the additional ten (10) day option must file a written request to the Business Manager.

I. The Board may adopt policies and procedures pursuant to the Family and Medical Leave Act ("FMLA" or the "Act"), covering, but not limited to, such matters as designation by the employee and/or the Employer of qualifying leave as FMLA leave, use of other leave or paid time off during FMLA leave, and medical certification for FMLA leave, as permitted by the Act.

## **ARTICLE XI LEAVES OF ABSENCE**

A. 1. At the beginning of every school year each teacher shall be granted two (2) days to be used for the teacher's personal leave. Unused personal leave days may be carried over to the following school year (upon written request made to the Superintendent by May 1) and may accumulate to a maximum of five (5). Unused personal leave which is not carried over will be added to accumulated sick leave.

2. A teacher who has accumulated five (5) personal leave days at the close of the school year shall be granted two (2) days at the beginning of the next school year. (The teacher has, therefore, accumulated five (5) days and is granted two (2) days which are not considered accumulated days.)

3. If either or both of the two (2) personal leave days granted to the teacher who has accumulated five (5) days are not used, the day or days shall automatically be added to sick leave at the close of the year.

4. A maximum of five (5) personal leave days may be used in any one school year.

5. Teachers planning to use personal leave days shall confer with their principals at least three (3) days in advance of such leave except in case of emergency. No more than ten percent (10%) of the teachers in the building will be granted leave on any one day. This ten percent (10%) may be exceeded if a satisfactory arrangement can be worked out between building principal and teacher.

6. Personal leave and compensatory leave days may not be used during the first two weeks or the last two weeks of school (except in case of documented emergency or important function, outside the control of the employee, involving a family member, such as wedding, graduation, barmitzvah, confirmation, etc.).

B. When teachers are called for jury duty, the Board will pay them the difference between their daily wages and the amount paid for jury duty.

C. A teacher will be granted a leave of absence without loss of pay where they are required by the District (or on behalf of the District) to appear in Court as a witness in any case connected with the teacher's employment by the school.

D. Leaves of absence without pay, maximum of one (1) year, may be granted upon application for the following purposes:



1. Study related to the area of teaching responsibility.
2. Study to meet eligibility requirements for certification other than held by the teacher.
3. Study, research, or special teaching assignments involving demonstrable advantage to the school system.
4. Other leaves of absence for reasons deemed appropriate by the Board.

E. 1. The Board may grant to any teacher a leave of absence without pay for the purpose of childbirth. Such leave shall commence when the teacher is no longer able to adequately perform the duties to which she is regularly assigned and shall last, after the termination of the pregnancy, until such time as, in the opinion of her physician, she can adequately assume the duties to which she is regularly assigned. A teacher may use sick leave for this purpose as defined in Article X.

2. In case of any dispute as to whether a teacher, under this provision, is able to adequately perform the duties to which he is regularly assigned, the physician who has treated the teacher through her pregnancy shall make the final and binding determination.

3. At the option of the teacher, with Board approval, the leave of absence may extend to the end of the school year in which the teacher commenced such leave of absence. When pregnancy has terminated during the last quarter of the school year (June, July, August), the teacher shall have the option, with Board approval, to take maternity leave for the following school year. Such request shall be presented to the Board in writing at least sixty (60) days prior to the beginning of the school year; and further provided that:

- a) The reinstatement shall be to the teacher's former position, if it exists, or to a substantially similar position.
- b) A teacher on maternity leave shall receive the health insurance benefits provided for under this collective agreement for a period of four (4) months.

F. 1. Pursuant to Section 380.1246 of the School Code of 1976, teachers who have been employed for seven years may be granted a sabbatical leave of one (1) year. During said sabbatical leave the teacher may be considered to be in the employ of the board and may be paid half of their salary rate, and other benefits determined by the Board, provided that such teacher shall return to the school district for at least two (2) years.

2. A teacher, upon return from a sabbatical leave, shall be restored to their former position or to a position of like nature, seniority and status. Any period spent on sabbatical leave shall be treated as teaching service for purposes of applying the Salary Schedule Appendices.

G. Teachers who are state officers of the Michigan Education Association who are appointed to its staff may, upon proper application, be given leaves of absence without pay for the purpose of performing duties for the Association.

H. The Board may grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office.

I. The Association will be granted twelve (12) days of leave, without loss of salary, for use of designated members in attendance at any Association meetings, provided the Association gives the District at least twenty-four (24) hours notice and reimburses the District for costs of substitute teachers.

J. Teachers who are on a leave of absence shall notify the Board by March 15 of their intent to return or terminate employment for the next school year.

## **ARTICLE XII INSURANCE PROTECTION**

A. 1. The District agrees to pay the full premium necessary for insurance coverage for each eligible full-time teacher and their family. Each eligible employee may elect either MESSA PAK Plan A or Plan B insurance coverage as follows: Plan A: Super Care I, Delta Dental 100: 80/80/80: \$1,300, vision VSP-3, negotiated life \$30,000 AD&D, or Plan B: Delta Dental 100: 80/80/80: \$1,300, vision VSP-3, negotiated life \$40,000 AD&D plus up to \$139 in MESSA variable options and/or MEAFS annuities, such programs to be those in effect on the date of this Agreement or totally comparable programs. Employees will pay the \$50 per individual / \$100 per family deductible.

2. Eligible part-time teachers may select one of the following fixed options:

a) They may, as in the past, apply the equivalent of a prorated portion of the applicable (single, family, etc.) premium for Super Care I insurance toward Super Care I health insurance premiums, or

b) They may apply the equivalent of a prorated portion of the single subscriber premium for Super Care I



insurance toward premiums for the dental (Delta Dental 100: 80/80/80: \$1,300) / vision (VSP-3) insurance package.

Proration is determined by dividing such part-time employee's hours/days actually worked by the normal annual schedule of hours/days worked by regular full-time employees and multiplying by the applicable premium.

3. A committee will be formed, with representatives of the District and the Association, to review insurance coverages and costs. Such committee will meet upon written request of either party.

B. The Association will participate in any discussion on anticipated change of carrier. A joint presentation of all carriers being considered will be held before the change of carrier occurs. The Association may make recommendations to the Board concerning such anticipated change of carrier, including any areas in which the Association does not believe the coverage to be comparable. If the Association does not agree the contemplated coverage is totally comparable to the required coverage, and intends to grieve, the grievance must be filed directly at Step 3 of the Grievance Procedure within seven (7) calendar days of decision by the Board. If the matter is processed through arbitration the Board agrees not to change the carrier unless a ruling is received from the arbitrator.

C. If the teacher is under contract from the start of the school year (or from the start of their contract year if hired as a permanent employee for the balance of the school year) until the beginning of absence necessitated by illness or injury, and if such teacher has exhausted paid sick leave accrual, payment of premiums necessary for the above mentioned insurance protection shall continue through the balance of the teacher's contract year as hereafter defined.

D. The District shall continue payment of insurance premiums for all teachers employed during the school year, who have completed their full contractual obligation for teaching such school year, to permit insurance coverage for the balance of the teachers' contract year, such contract year being the twelve (12) month period commencing at the start of the fall session of the school year and continuing through August 31 of the following calendar year. Teachers who have not completed their full contractual obligations will have such insurance premiums paid on their behalf through the end of the calendar month in which they last actually worked for the district.

E. Additional programs available through the District's insurance carriers shall be available at the employee's cost, through advance payroll deduction, and shall be limited to the following; additional life, health, income protection

and TDA benefits, unless ten (10) or more members subscribe to an additional program.

F. Except as otherwise herein provided, for approved leaves of absence not extending beyond the end of the calendar month the District will continue to pay such insurance premiums for insurance coverage through the end of such month. For leaves which extend beyond the end of the calendar month the teacher must pay such premiums for coverage commencing at the end of such month, and for the duration of such leave.

G. Except as otherwise provided, the District's obligation hereunder shall exist with respect to any employee only while they are in the active service of the District, continue to serve as a full-time employee of the District, and continue to have earnings from the District for hours actually worked and shall terminate when they retire, quit, are discharged, are laid off, or for any other reason terminate active employment with the District.

H. The District, by payment of the premiums for insurance coverage as herein specified, shall be relieved of any further obligation or liability with respect to such benefits or coverage.

I. An employee, to be eligible for benefits, must make proper application with the District, and must keep the District informed of any changes in family, coverage desired, beneficiaries or other information affecting insurance status. The effective date for coverage, or for changes in coverage, will be the earliest date permitted by the insurance carrier following notification of such change by the District (or the employee's eligibility date, if later). Any employee whose benefits have been terminated must make proper application for resumption of benefits before benefits will again be provided. The District will make available necessary insurance information, including application forms and claims material provided by the insurance carrier.

J. If employees wish to continue coverage during periods when the District's obligation does not exist they shall have sole responsibility for making arrangements necessary for continuance of such coverage at their own expense. The District will notify insurance carriers of changes requested by employees within a reasonable period following notice to the District. It is, however, the employee's obligation to assure that proper and complete information has been provided and that they are receiving the desired insurance benefits. It is also the employee's responsibility to make adequate provision for any required advance payment of premiums when such responsibility for premiums is that of the employee. Accordingly, although the District will make reasonable efforts to notify employees prior to termination of their benefits, where the obligation for payment of such premiums is that of the employee the District may automatically



terminate insurance benefits, due to the employee's non-payment of necessary premiums, with or without prior notice to the employee.

### **ARTICLE XIII**

#### **EVALUATION OF TEACHERS**

A. The evaluation of the performance of each teacher in the school system is the responsibility of the administration. In such evaluations, all monitoring or observations of teachers shall be conducted openly.

B. Evaluations shall only be conducted by a building principal, assistant principal, or other qualified administrator as designated by the Board of Education. Each written review of the teacher's job performance shall be based on at least thirty (30) consecutive minutes of classroom observation. Every effort shall be made to conduct evaluations prior to the last two (2) weeks of school.

C. The performance of all teachers shall be evaluated in writing as follows:

1. Probationary teachers employed by the District for at least one full school year will be provided with at least an annual year-end performance evaluation each year during their probationary period, such year-end performance evaluation being based upon at least two classroom observations held at least sixty (60) days apart, unless a shorter interval between the two classroom observations is mutually agreed upon by the teacher and the administration. Observations will be timed so that an opportunity is available where needed for remedial measures each semester.

2. Tenure teachers shall be evaluated in writing at least once every three (3) years. A personal meeting will be held with each tenure teacher within ten (10) school days after the observation to review his job performance as described in the written evaluation utilizing Section D criteria.

D. The written evaluation shall be based on the following criteria:

1. Knowledge of subject matter.
2. Effectiveness of teaching methods.
3. Appropriateness and effectiveness of classroom control and discipline.
4. Ability to establish rapport and a positive working relationship with students.

Areas where improvement is needed should be described and recommendations for improvement should be made. Subsequent evaluations should address improvements made and deficiencies that persist.

E. Three (3) copies of the written evaluation shall be submitted to the teacher, two (2) to be signed and returned to the administrator and the other to be retained by the teacher. In the event that the teacher feels that the evaluation is incomplete or unjust, the teacher may object in writing and have those objections attached to the evaluation report.

F. Failure of the District to comply with legal requirements concerning teacher evaluation will be conclusive evidence that the teacher's performance for that school year was satisfactory to the extent required by law.

G. Association representatives shall be involved in the development and periodic review of the evaluation instrument.

H. Teachers shall have the right upon request to review the contents of their personnel file. A representative of the Association may accompany teachers in this review.

I. No employee who has completed his/her probationary period will be disciplined without just cause. Such discipline may include, but is not limited to, oral warning, written warning, suspension and/or discharge. Documented oral warning will not be considered written warning. When appropriate the district intends to follow the principle of progressive discipline but, depending upon the nature of the offense, such discipline may include immediate suspension or discharge.

J. No verbal reprimand shall be given to a teacher in the presence of the students.

K. Teachers shall at all times be entitled to have present a representative of the Association when they are being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.



## ARTICLE XIV PROTECTION OF TEACHERS

A. The school recognizes its responsibility to give assistance to teachers with respect to the maintenance of control and discipline in the classroom within the confines of School Policies.

B. The teacher bears the primary responsibility for maintaining proper control and discipline in the classroom and understands that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established Board Policy. It shall be in the responsibility of the teacher to report to the principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. Principals and teachers will work cooperatively in resolving problems which disrupt good classroom operation.

C. Any case of assault upon teachers arising from a school incident shall be promptly reported to the Board or its designated representative. The Board will advise teachers of their rights and obligations with respect such assault and render reasonable assistance to teachers in connection with handling of the incident by law enforcement and judicial authorities. Time lost connection with such handling by law enforcement and judicial authorities shall not be charged against teacher.

D. If teachers are complained against or sued by reason of disciplinary action taken against students the Board will provide reasonable assistance to them in their defense, so long as such action was taken in accordance with established Board policy. Time lost due to such action shall not be charged against the teacher.

E. The Board will reimburse teachers, unless negligent, for loss, damage, or destruction by students of clothing or personal property (except automobiles) of the teacher while performing school related activities, to a maximum of \$200.00.

F. The Board will provide insurance coverage for teachers (unless negligent) for loss, damage or destruction of clothes or personal property caused by and limited to the following perils: fire, water, wind, or natural disasters.

G. Any legitimate complaints by a parent of a student directed toward a teacher will be promptly called to the teacher's attention.

H. Teachers will be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the

case of intentional or negligent actions, for any damage or loss to person or property.

I. When an unresolved problem occurs between teacher and an aide on classroom techniques and procedures, the teacher will contact the administration for an internal resolution to the problem according to District policy prior to seeking an external solution. Such a request by a teacher will not be incorporated into the teacher's personnel file.

J. For teachers assigned to work in another district, additional time beyond the employee's contracted hours shall be paid at the employee's normal hourly rate.

## **ARTICLE XV GRIEVANCE PROCEDURE**

A. It is the intent of the parties to this Agreement that the grievance procedure set forth shall serve as the means for the peaceable settlement of all disputes that may arise between them as to the application and interpretation of this Agreement or any conditions of employment. Employees are required to follow and to use this procedure in case they have any grievances which they wish to be considered and settled.

B. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association. The decision to undertake the arbitration process as provided for in this Agreement shall be the right of the Association or the Board. No individual, as an individual, may insist upon utilizing the provisions of the arbitration procedure without prior approval in writing of the Association.

C. 1. Grievances that are not appealed within the time limits specified in each step of the grievance procedure shall be considered settled on the basis of the decision last rendered (unless such time limits are waived by mutual agreement, in writing, by the parties involved).

D. Grievances shall be processed as follows:

2. There will be no interruption of classroom activities at any level of the grievance procedure.

Step 1. A teacher with a grievance shall discuss it with their principal, individually, together with their Association Representative, or through the Association Representative. Any grievance shall be presented as soon after its occurrence or after its coming to the attention of the grievant as is reasonably possible without interruption of work, but in any event the grievance, in order to



become the basis for a claim, must be presented within seven (7) calendar days after the grievant knew or should have known if they exercised reasonable diligence or attention of the occurrence or non-occurrence of the event upon which the grievance is based, which in no event shall be more than sixty (60) calendar days from the date of such occurrence or non-occurrence. So long as the effect on individual employees is readily apparent at the time action is taken, the term "occurrence or non-occurrence" shall be deemed to include the time at which such action is effectively recommended or adopted by the Board, notwithstanding that actual implementation of such action may take place at some future date.

Step 2. If a satisfactory settlement is not reached as a result of the above meeting, the grievance must be reduced to writing and submitted, within five (5) calendar days from the date of meeting, to the Superintendent for decision. The Superintendent's answer must be given in writing within seven (7) calendar days from date of delivery. Each grievance when reduced to writing shall contain a clear and concise statement of the subject matter of the grievance, and the relief sought. Such statement must state the numbers of the Articles and Sections of this Agreement, or the other conditions of employment, pursuant to which the claimants believe themselves entitled to relief. No written grievance statement may contain more than one (1) grievance. Any grievance which does not comply with this paragraph may be returned by the District without action.

Step 3. If the grievant is not satisfied with the disposition of the grievance by the Superintendent (or if no disposition has been made by the Superintendent within the time limit provided) the grievance may be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board within fourteen (14) calendar days after filing said grievance with the Superintendent. The Board, no later than its next regular meeting absent extenuating circumstances, may hold a hearing on the grievance, review such grievance in Closed Session upon request of the grievant, or give such consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made to the grievant no later than seven (7) calendar days thereafter. A copy of such disposition shall be furnished to the Association.

Step 4. (A) If the decision of the Board is not satisfactory to the Association, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration within ten (10) calendar days of such decision (or expiration of such time period) before an impartial arbitrator selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceeding.

(B) The Board and the Association shall not be permitted to assert in such arbitration proceeding any grounds, or to rely on any evidence, not previously disclosed to the other party.

(C) (1) The arbitrator shall have authority and jurisdiction only to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of the merits of such grievance, but shall not have jurisdiction nor authority to add to, detract from or alter in any way the provisions of this Agreement.

(2) The arbitrator shall have no authority to consider or adjust any grievance not presented within the time limits provided, and shall have no authority to substitute their judgment for that of the Board as to the reasonableness of any practice, policy, rule or other action taken by the Board, provided such practice, policy, rule or action is not contrary to the specific express terms of this Agreement.

(3) The arbitrator shall have no jurisdiction or authority concerning any claim or complaint which may be filed pursuant to the procedure specified in the Teachers' Tenure Act (Act 4, P.A. [Ex. Sess.] 1937, as amended) until the time limits therein provided for filing an appeal to the State Tenure Commission, or similar body, shall have expired without any such claim or complaint being filed.

(4) The arbitrator shall have no authority to substitute their judgment for that of the Board concerning non-renewal of a probationary teacher's contract (or extension of the probationary period) or determination by the Board that such probationary teacher's performance has been unsatisfactory, provided that none of the terms of this Agreement were violated in reaching such determination.

(5) If it is determined by the arbitrator that an employee has been disciplined, including suspension or discharge for just cause, in a manner consistent with the terms of this Agreement, the arbitrator shall not have jurisdiction to modify the degree of discipline imposed by the District.

(6) In cases of layoff and recall the Association and the District may mutually agree which individuals are to be laid off or recalled. If the Association does not dispute that the layoff or recall is permissible under the contract (or, if disputed, if the arbitrator determines such action was permissible) and if the Association did not name the individuals it believed should be laid off or recalled pursuant to the provisions of this Agreement, after the District indicated the positions, duties and number of employees involved, the District will not be liable for retroactive pay for employees involved in such dispute.

(7) The arbitrator shall in no event award back pay prior to the date of the occurrence or non-occurrence of the event upon which the grievance is based, and any back pay awards shall provide offset for any unemployment paid the employee during such period, and for any earnings the employee would have received had they accepted a teaching position (for which they are qualified and certified) which was offered them by the District during any such period.

(8) The decision of the arbitrator shall be final and binding subject to the limitations herein specified.

(D) The fees and expenses of the arbitrator shall be shared equally by the district and the Association.

#### **ARTICLE XVI**

#### **SENIORITY, LAYOFF AND RECALL**

A. By September 30 of each year the District shall prepare a seniority list for bargaining unit employees, and for administrators entitled to seniority pursuant to the Transfers Article. Seniority is defined as the length of unbroken service within the bargaining unit (including prior service within the bargaining unit for bargaining unit employees assuming supervisory or administrative positions who are later returned to bargaining unit positions), and shall be computed from the employees' first day of work since the most recent date of hire. If more than one employee has the same first day of work, all employees so affected will participate in a drawing to determine placement on the seniority list. The Association and employees so affected will be notified in writing of the date, place and time of the drawing, which shall be conducted openly and at a time and place that will reasonably allow affected employees and Association representatives to be in attendance. Employees who are employed in part-time positions shall accrue seniority on a prorated basis determined by dividing such part-time employees' hours/days actually worked by the normal annual schedule of hours/days worked by regular full-time employees.

B. Copies of the seniority list for all teachers in the District shall be posted in the respective buildings by October 15 of each school year. Revisions of the seniority list shall be posted as made. A copy of the seniority list, and subsequent revisions, shall be provided to the Association. Within five (5) school days of such posting, each teacher shall either sign the seniority list next to their name, the place provided, or shall file a written, signed objection to the revision with the Superintendent. The Association may also object to such revisions, in writing, within five (5) school days of such posting. If no written objections have been made within such period or, if written objection has been made, upon final resolution of the validity of such objection, the District may conclusively rely upon the accuracy of such lists for all purposes of this Agreement and for purposes of



future revisions of such lists. Written objections to revisions of such lists, made as above provided, shall be submitted directly to Step 2 of the grievance procedure.

C. Employees shall lose their seniority and their employment may be terminated in any of the following events: retirement, resignation, discharge which is not reversed, failure to return to work when scheduled upon recall from layoff as set forth in the recall procedure, absence without approved leave or failure to return as scheduled from sick leave or other leave of absence.

D. Seniority for purposes of layoff and recall, but not for purposes of salary or other fringe benefit accrual except as otherwise provided, shall continue to accumulate during layoff of up to three (3) years and during Board approved leaves of absence; beginning in the 1990-91 contract year accrual of seniority while on approved leaves is limited to one (1) leave, of not to exceed one (1) year, for the duration of the employee's District employment. For purposes of salary and fringe benefit accrual the teacher will retain their seniority accrued prior to such layoff, and shall retain their previously accumulated sick leave, which shall remain credited to them (unless terminated due to retirement or other termination of employment). Employees who have been laid off for more than three (3) years will have their employment, and seniority, automatically terminated as of the end of such three (3). All those on layoff prior to August 31, 1997, have five (5) years for recall.

E. The Board may, in its sole discretion, reduce its educational program, curriculum and staff. When such a reduction of staff is necessary, the Board will first establish the instructional program for the District. The Board will then staff the program assigning personnel within the qualifications, scope of their certification and seniority. On this basis, beginning with probationary teachers, least senior personnel would be laid off first. The exception is indicated in Section E. 4. of this Article. When the Board is considering a reduction of the number of teachers the procedure below shall be followed:

1. The Superintendent will invite the Association to discuss anticipated staff reductions prior to taking formal action.

2. Following determination by the Board of positions to be eliminated, a list of such positions shall be posted in each building with a copy provided to the Association.

3. The District shall endeavor to give forty-five (45) calendar days' notice of the layoff to the individual involved, and in any event, thirty (30) calendar days' notice shall be given in all cases.

4. Probationary teachers shall be laid off first using the following criteria:

- a) Certification
- b) Competency as determined by administrative evaluation conducted in compliance with the Teacher Evaluation Article
- c) Seniority

A probationary teacher need not be laid off unless there is a tenured teacher who is certified, qualified and available to perform the duties of the position the probationary teacher is vacating, or unless the position the probationary teacher is vacating is being eliminated altogether.

5. If reduction of teaching personnel is still necessary, the tenured teachers in the specified positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this Section shall be made in the inverse order of seniority, i.e., those with the least seniority are to be laid off first.

6. A tenured teacher, who is laid off pursuant to this Article has the right to be placed in a teaching position, for which they are or can become properly certified and qualified prior to assuming an assignment, which is occupied by a teacher with less seniority. For the purposes of this Article, "qualified" shall be defined in the following manner:

- a) For placement in a pre-school through grade level 5 elementary position, a teacher is qualified if they have elementary certification or appropriate special certification.
- b) For placement in a 6-8 grade level position, a teacher is qualified if they have certification and major or minor equivalents in the subject area to be taught.
- c) For placement in a 9-12 grade level position, a teacher is qualified if they have:
  - (1) Certification and major or minor in the subject area to be taught.
  - (2) North Central Association approved qualifications for that position.
- d) Any of the above requirements for teaching experience will be waived by the Superintendent if the teacher has

sufficient experience in the subject area, has participated in sufficient study in the subject area within the preceding ten (10) years to keep the teacher currently knowledgeable, or agrees at their own expense to take refresher courses within the required subject area acceptable to the Superintendent. Appropriate refresher courses will be determined by evaluation of the teacher's transcript and past teaching performance. The teacher involved may request Association representation be present during meetings with the teacher for determination of refresher courses to be taken. In no case will a teacher be required to take more than three (3) semester hours of academic training per semester. Failure to comply with the provisions set forth in forfeiture of all seniority rights and benefits gained pursuant thereto.

F. It is agreed the Board and the Association may waive any of the seniority rules set forth in the Agreement to permit an employee to elect layoff in lieu of another employee who would otherwise be laid off, to provide suitable employment for employees partially disabled in the service of the District, or for other purposes. Any seniority rules herein shall be waived as necessary for compliance with State and Federal rules, regulations and orders concerning discrimination, including, without limitation, consent judgments or settlements.

G. Recall of tenure teachers shall be in the inverse order of layoff, i.e., those laid off last will be recalled first; provided, however, that a teacher in order to be reassigned shall be certified and qualified as herein set forth to teach the specific course or courses to which they are to be assigned.

H. The Board shall give written notice of recall from layoff by sending a registered or certified letter, return receipt requested, to said teacher, at their last known address. A copy of such notice shall be forwarded to the Association. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall or other notice to the teacher. If, within ten (10) calendar days from the date of mailing of such recall notice, the teacher fails to report to work, or fails to indicate in writing that they will report to work as scheduled, said teacher shall be considered as a voluntary quit and shall thereby terminate their individual employment contract, and any other employment relationship with the Board. In appropriate cases, such as delayed or non-routine delivery of notice, exceptions may be made.

I. No new teachers shall be employed by the Board while there are teachers of the District who are laid off unless there are no laid off teachers that can become properly certified and qualified to fill any vacancy which may arise.



**ARTICLE XVII**  
**AGENCY SHOP; DEDUCTION OF DUES AND SERVICE FEES**

A. Agency Shop. In accordance with the terms of this Article, each bargaining unit member within 30 days of employment shall, as a condition of employment, join the Association or pay a Service Fee to the Association.

B. Association Members. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.

C. Service Fee Payers. Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures, to the extent required by law. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted all other administrative and judicial procedures shall be barred, to the extent legally permissible.

D. Non-Payment of Dues or Service Fees. If a bargaining unit member does not pay the appropriate amount of dues or the Service Fee to the Association, upon written notification by the Association the Employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.

E. Termination of Employment. Should the bargaining unit member be legally obligated to pay such Service Fee but fail to pay such fee, and should such involuntary payroll deduction be legally disallowed, the Employer shall, at the written request of the Association, terminate employment of such member (to the extent legally permitted) within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for termination of employment.

F. Termination Procedure. The procedure in all cases of termination of employment for violation of this Article shall be as follows:

1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Such notice shall detail the non-compliance, provide at least ten (10) days for compliance, and advise the recipient that a request for termination of employment may be filed with the Board should they fail to comply.

2. If the bargaining unit member fails to comply, the Association may file written charges with the Board requesting termination of the bargaining

unit member's employment. A copy of the notice of non-compliance and proof of service shall be attached to such charges.

3. The Board, following receipt of such charges and request for termination, shall conduct a due process hearing on such charges; to the extent such bargaining unit member is protected by the provisions of the Michigan Teachers' Tenure Act all processing shall be in accordance with the Act.

4. In the event of legal compliance at any time prior to termination of employment the charges will be withdrawn.

G. Dues Payroll Deductions. Upon written authorization by a bargaining unit member, or pursuant to paragraph D. above, the employer will deduct the appropriate amount of the dues or Service Fee from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first payroll prepared following receipt of the written authorization from the bargaining unit member, or notification by the Association pursuant to paragraph D, and continuing through the last pay period in June of each year. Money so deducted will be transmitted to the treasurer of the Marquette Area Education Association, or its designee, no later than ten (10) days following each deduction.

H. Indemnification. The Association shall indemnify the District, the Board, individual school board members, and employees, and hold them harmless, against any and all suits, claims, demands and liabilities, including reasonable attorney fees, that shall arise out of, or by reason of, any action that shall be taken by the District for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list, notice or assignment which shall have been furnished to the District under any of such provisions, provided such damages have not resulted from the sole negligence, misfeasance or malfeasance of the District or its agents. The Association shall have the right to choose legal counsel to defend any such suit or action, and shall have the right, after consultation with the District, to decide whether to defend any such action, whether to compromise or settle any such action, and whether to appeal a decision of any court or other tribunal regarding such suit or action.

## **ARTICLE XVIII EMPLOYMENT RELATIONSHIPS**

A. 1. Representatives of the bargaining agency, representatives of the Board, Administrators and interested faculty may meet for the purpose of resolving problems and making recommendations. Should such a meeting result in a mutually acceptable amendment to the Agreement, the amendment shall be subject to ratification by the Board and the Association.

2. A Teacher-Administrator Council will be established to discuss issues of mutual concern at the call of either party. A maximum of 8 people shall serve on the Council, 4 to be appointed by the Superintendent and 4 to be appointed by the N.T.A.

B. A channel of communication shall be cooperatively established between the Board and the NICE Teachers' Association attainments and recognitions of students and staff in the NICE District.

C. 1. The parties shall develop and implement a K-12 Curriculum and Materials Council and a District Professional Development Committee both of which shall have two Association representatives from the high school, two Association representatives from the middle school (one from each building) and four Association representatives from the elementary schools (one from each building), plus members of the Board and/or Administration as appointed by the Board.

2. The Curriculum and Materials Council shall have input and make recommendations on such issues as the following:

- a) Core curriculum needs;
- b) Curriculum expansion or reduction;
- c) Measure curriculum against District mission statement;
- d) Materials needs to implement approved curriculum;
- e) Priority listing of all needs or expenditure recommendations.

3. The Professional Development Committee shall have input and make recommendations on determining:

- a) Professional development needs analysis;
- b) Scheduling opportunities and preferences;
- c) Site needs;
- d) Specific program selection to implement needs analysis;
- e) Priority listing of program needs based upon costs and availability.

## **ARTICLE XIX AIDES**

A. The teacher shall be assigned the responsibility of orientation to job duties and work schedules of the aide.

B. All aides will serve the probationary period with the assigned teacher and the teacher will be responsible to submit a written evaluation to the program supervisor during or prior to the termination of the probation.



C. Aides shall be supervised by the teachers to whom assigned.

D. All activities of aides are to be coordinated with the appropriate principals or other District designees.

## **ARTICLE XX SCHOOL IMPROVEMENT COMMITTEES**

A. School Improvement Committees may be formed for each school in the District. Such Committees are for the exchange of ideas concerning the continuing school improvement process at the school, and concerning implementation of an appropriate school improvement plan, including discussion of a school improvement plan mission statement, goals based on student outcomes for all students, curriculum alignment corresponding with these goals, evaluation process, staff development, and building level decision making. The Association will be given a copy of all meeting minutes. Participation on such committees by bargaining unit members is voluntary, but it is expected that sufficient teachers will be involved at each school to permit active participation in the planning, development, implementation and evaluation of the District's school improvement plan.

B. School Improvement Committees' recommendations are subject to approval by appropriate parties, and implementation of recommendations contrary to provisions of the Master Agreement are conditional upon written amendment to the Master Agreement by the Association and the Board, as provided by Article XXI, K. Participation by a bargaining unit member on a school improvement committee will not be deemed performance of managerial or supervisory responsibilities sufficient to exclude such employee from continuing as a member of the Bargaining Unit described in Article I, Recognition.

C. School improvement stipend would be based on participation. Payment would be based on a percentage of actual meetings attended.

## **ARTICLE XXI MISCELLANEOUS PROVISIONS**

A. All teachers shall be provided a lunch period of not less than thirty (30) minutes, unless minor adjustments are necessary. If minor adjustments are necessary, then noon duty will be posted and those or others accepting noon duty will be compensated.

B. Known conference fees shall be paid to a teacher prior to attending an approved conference. Additional expenses incurred will be reimbursed to the

teacher upon submitting an itemized list and receipts for each expenditure. Requests for advances and reimbursements shall be made to the Business Manager two (2) working days in advance of the date needed.

C. If the Board of Education proposes to implement a change in the master schedule format of any school in the district, an agreement must be understood with the NICE Teachers' Association and such agreement must be completed by April 1 for the following year.

D. Supervision of student teachers shall be optional.

E. Work at athletic events shall be optional.

F. Deviations from or changes in the school calendar, as set forth in the Calendar Appendix, shall be only by mutual agreement of the Board and the Association.

G. The Agreement shall supersede any rules, regulations or practices of the Board to the extent they are inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher's contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement or amendments. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the board.

H. Since this is a bilateral labor agreement, both parties shall share the cost of printing the contract and copies of this agreement shall be presented to all teachers.

I. Each teacher will be provided a pass for him/herself to all extracurricular activities.

J. Early retirement incentive payments shall be made to teachers subject to the following:

1. Full-time teachers must be on at least step 13 of the salary schedule.

2. Incentive payment shall be paid to the employee only.

3. Persons retiring due to medical disability qualifying them for retirement benefits from the Social Security Administration, the State Retirement Board, or any insurance company are not eligible for benefits under this plan.

4. Applications for early retirement incentive payments are to be made as soon as possible and before May 1st of the current school year. Applications must be accompanied by a letter of resignation.

5. Payments shall be made on August 31st of each year or delayed (upon written request) until January 1st of the following year.

6. Early Retirement Incentive Plan applicants must retire at the end of a semester in order to qualify for payment.

7. Early retirement incentive payments shall be made in the following manner:

a) The sum of \$2,500 per year for seven years will be paid to qualifying persons retiring at age 50 to 54.

b) The sum of \$2,500 per year will be paid to qualifying persons retiring at age 55 to 59, annually until age 62.

c) The sum of \$3,000 per year will be paid to qualifying persons retiring at age 60 to 62, annually until age 62.

d) If the retiree elects the option of insurance, it is understood that the retiree shall assume the responsibility of submitting payments to the carrier according to the rules of the carrier.

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

L. The entire Agreement between the parties as set forth in this written instrument, which includes the Appendices attached hereto, expresses all of the terms and conditions of employment which shall be applicable during the term hereof to the employees covered hereby. This Agreement supersedes all prior practices, whether oral or written, and may be amended only by written agreement executed by the Association and the Board. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all of its terms and conditions.



**ARTICLE XXII  
DURATION**

This Agreement shall be effective as of September 1, 1997, and shall continue in effect until August 31, 2000. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the indicated. At least sixty (60) days prior to expiration, the parties will begin negotiations for an agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

NICE Community Schools  
Board of Education

By

Charles Sundberg  
Charles Sundberg, President

By

Debbie Wiljanen  
Debbie Wiljanen, Secretary

NICE Teachers' Association

By

Thomas Wiljanen

By

\_\_\_\_\_

Upper Peninsula Education Association

By

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By

\_\_\_\_\_

Michigan Education Association

By

William Reese

By

\_\_\_\_\_

## APPENDIX A

### Extracurricular Duty Salary Schedule

Payment for extracurricular activities which the Board implements during the duration of this Agreement will be discussed with the Association prior to implementation. If the Association does not agree the rate is proper, and if agreement is not reached with the Board, the Board may institute such proposed rate but the Association may grieve the reasonableness of such rate directly to Step 2 of the Grievance Procedure.

<u>Extracurricular Activity</u>	<u>Percent of Current Base</u>
	<u>1994-1997</u>
Boys' Varsity Basketball Coach	20 %
Girls' Varsity Basketball Coach	20 %
Boys' J.V. Basketball Coach	12 %
Girls' J.V. Basketball Coach	12 %
Boys' Freshmen Basketball Coach	12 %
Boys' 8th Grade Basketball Coach	8 %
Girls' 8th Grade Basketball Coach	8 %
Boys' 7th Grade Basketball Coach	8 %
Girls' 7th Grade Basketball Coach	8 %
Varsity Football Coach	20 %
Assistant Varsity Football Coach	12 %
J.V. Football Coach	12 %
Assistant J.V. Football Coach	10 %
Freshmen Football Coach	12 %
Assistant Freshmen Football Coach	10 %
Varsity wrestling Coach	14 %
Assistant Wrestling Coach	10 %
Varsity Track Coach	12 %
Assistant Varsity Track Coach	8 %
Boys' Jr. High Track Coach	8 %
Boys' Assistant Jr. High Track Coach	5.5 %
Girls' Jr. High Track Coach	8 %
Girls' Assistant Jr. High Track Coach	5.5 %
Cross Country Coach	9 %
Swim Team Instructor	12 %
Assistant Swim Team Instructor	8 %
Diving Instructor	4 %
Golf Coach	9 %
Boys' Tennis Coach	9 %
Boys' Assistant Tennis Coach	6.5 %
Girls' Tennis Coach	9 %

Girls' Assistant Tennis Coach	6.5 %
High School Cheerleading Advisor/Basketball	4 %
High School Cheerleading Advisor/Football	4 %
Jr. High Cheerleading Advisor	3 %
High School Intramurals Advisor	3 %
Elementary Intramurals Advisor	2 %
Color Guard Director	2 %
Band Director	10 %
Marching Band Director	3.5 %
Chorus Director (High School)	3 %
Evening Musical Performances Director	.5 % per performance
Assistant Drama Director - Vocal High School Musical	4 %
Assistant Drama Director - Orchestra High School Musical	3 %
Assistant Drama Director - Choreographer High School Musical	3 %
Assistant Drama Director	5% per play (cap @ 15%)
Drama Director (High School)	7.66% per play (cap @ 23%)
Drama Club Advisor (High School)	2 %
Drama Director (Middle School)	2.5 % per play
Debate Advisor	6 %
Forensics Advisor	10 %
Assistant Forensics Advisor	7.5 %
Jr. High Forensics Advisor	3 %
Yearbook Advisor (High School)	9 %
Yearbook Advisor (Middle School)	3 %
Senior Class Advisor	2 %
Junior Class Advisor	3 %
Student Council Advisor	4 %
VICA Club Advisor (per advisor)	2.5 %
Spanish Club Advisor	2 %
Key Club Advisor	2 %
Business Club (BPA & DECA) Advisor	9 %
BPA Assistant Advisor	6.5 %
Middle School Science Olympiad	3 %
National Honor Society Advisor	2 %
Chess Advisor	3 %
High School Bowl Advisor	3 %
Driver Education Instructor	\$11.00/hour
Safety Patrol Advisor	\$100/building
North Central Evaluation Chair	\$1,000 (once every 7 yrs)
Head Volleyball Coach	14 %
Assistant Volleyball Coach	10 %



# APPENDIX B - SALARY SCHEDULE 1997-98

Base Salary \$23,362.00

Years of Teaching Completed										
As Of										
8/31/97	Factor	Salary	Factor	Salary	Factor	Salary	Factor	Salary	Factor	Salary
0	1.00	23362.00	1.05	24530.10	1.15	26866.30	1.25	29202.50	1.35	31538.70
1	1.05	24530.10	1.10	25698.20	1.20	28034.40	1.30	30370.60	1.40	32706.80
2	1.10	25698.20	1.15	26866.30	1.25	29202.50	1.35	31538.70	1.45	33874.90
3	1.15	26866.30	1.20	28034.40	1.30	30370.60	1.40	32706.80	1.50	35043.00
4	1.20	28034.40	1.25	29202.50	1.35	31538.70	1.45	33874.90	1.55	36211.10
5	1.25	29202.50	1.30	30370.60	1.40	32706.80	1.50	35043.00	1.60	37379.20
6	1.30	30370.60	1.35	31538.70	1.45	33874.90	1.55	36211.10	1.65	38547.30
7	1.35	31538.70	1.40	32706.80	1.50	35043.00	1.60	37379.20	1.70	39715.40
8	1.40	32706.80	1.45	33874.90	1.55	36211.10	1.65	38547.30	1.75	40883.50
9	1.45	33874.90	1.50	35043.00	1.60	37379.20	1.70	39715.40	1.80	42051.60
10	1.50	35043.00	1.55	36211.10	1.65	38547.30	1.75	40883.50	1.85	43219.70
11	1.55	36211.10	1.60	37379.20	1.70	39715.40	1.80	42051.60	1.90	44387.80
12	1.60	37379.20	1.65	38547.30	1.75	40883.50	1.85	43219.70	1.95	45555.90
13					1.80	42051.60	1.90	44387.80	2.00	46724.00
14							1.95	45555.90	2.05	47892.10
15									2.10	49060.20
16	1.65	38547.30	1.70	39715.40						
17					1.85	43219.70				
18							2.00	46724.00		
19									2.15	50228.30
20										
21	1.70	39715.40	1.75	40883.50						
22					1.90	44387.80				
23							2.05	47892.10		
24									2.20	51396.40

# APPENDIX B - SALARY SCHEDULE 1998-99

Base Salary \$23,946.00

Years of Teaching Completed As Of										
		<u>B.A.</u>		<u>B.A. + 18</u>		<u>M.A.</u>		<u>M.A. + 15</u>		<u>M.A. + 30</u>
8/31/98	Factor	Salary	Factor	Salary	Factor	Salary	Factor	Salary	Factor	Salary
0	1.00	23946.00	1.05	25143.30	1.15	27537.90	1.25	29932.50	1.35	32327.10
1	1.05	25143.30	1.10	26340.60	1.20	28735.20	1.30	31129.80	1.40	33524.40
2	1.10	26340.60	1.15	27537.90	1.25	29932.50	1.35	32327.10	1.45	34721.70
3	1.15	27537.90	1.20	28735.20	1.30	31129.80	1.40	33524.40	1.50	35919.00
4	1.20	28735.20	1.25	29932.50	1.35	32327.10	1.45	34721.70	1.55	37116.30
5	1.25	29932.50	1.30	31129.80	1.40	33524.40	1.50	35919.00	1.60	38313.60
6	1.30	31129.80	1.35	32327.10	1.45	34721.70	1.55	37116.30	1.65	39510.90
7	1.35	32327.10	1.40	33524.40	1.50	35919.00	1.60	38313.60	1.70	40708.20
8	1.40	33524.40	1.45	34721.70	1.55	37116.30	1.65	39510.90	1.75	41905.50
9	1.45	34721.70	1.50	35919.00	1.60	38313.60	1.70	40708.20	1.80	43102.80
10	1.50	35919.00	1.55	37116.30	1.65	39510.90	1.75	41905.50	1.85	44300.10
11	1.55	37116.30	1.60	38313.60	1.70	40708.20	1.80	43102.80	1.90	45497.40
12	1.60	38313.60	1.65	39510.90	1.75	41905.50	1.85	44300.10	1.95	46694.70
13					1.80	43102.80	1.90	45497.40	2.00	47892.00
14							1.95	46694.70	2.05	49089.30
15									2.10	50286.60
16	1.65	39510.90	1.70	40708.20						
17					1.85	44300.10				
18							2.00	47892.00		
19									2.15	51483.90
20										
21	1.70	40708.20	1.75	41905.50						
22					1.90	45497.40				
23							2.05	49089.30		
24									2.20	52681.20

# APPENDIX B - SALARY SCHEDULE 1999-00

Base Salary \$24,185.00

Years of										
Teaching										
Completed		<u>B.A.</u>		<u>B.A. + 18</u>		<u>M.A.</u>		<u>M.A. + 15</u>		<u>M.A. + 30</u>
As Of										
<u>8/31/99</u>	<u>Factor</u>	<u>Salary</u>	<u>Factor</u>	<u>Salary</u>	<u>Factor</u>	<u>Salary</u>	<u>Factor</u>	<u>Salary</u>	<u>Factor</u>	<u>Salary</u>
0	1.00	24185.00	1.05	25394.25	1.15	27812.75	1.25	30231.25	1.35	32649.75
1	1.05	25394.25	1.10	26603.50	1.20	29022.00	1.30	31440.50	1.40	33859.00
2	1.10	26603.50	1.15	27812.75	1.25	30231.25	1.35	32649.75	1.45	35068.25
3	1.15	27812.75	1.20	29022.00	1.30	31440.50	1.40	33859.00	1.50	36277.50
4	1.20	29022.00	1.25	30231.25	1.35	32649.75	1.45	35068.25	1.55	37486.75
5	1.25	30231.25	1.30	31440.50	1.40	33859.00	1.50	36277.50	1.60	38696.00
6	1.30	31440.50	1.35	32649.75	1.45	35068.25	1.55	37486.75	1.65	39905.25
7	1.35	32649.75	1.40	33859.00	1.50	36277.50	1.60	38696.00	1.70	41114.50
8	1.40	33859.00	1.45	35068.25	1.55	37486.75	1.65	39905.25	1.75	42323.75
9	1.45	35068.25	1.50	36277.50	1.60	38696.00	1.70	41114.50	1.80	43533.00
10	1.50	36277.50	1.55	37486.75	1.65	39905.25	1.75	42323.75	1.85	44742.25
11	1.55	37486.75	1.60	38696.00	1.70	41114.50	1.80	43533.00	1.90	45951.50
12	1.60	38696.00	1.65	39905.25	1.75	42323.75	1.85	44742.25	1.95	47160.75
13					1.80	43533.00	1.90	45951.50	2.00	48370.00
14							1.95	47160.75	2.05	49579.25
15									2.10	50788.50
16	1.65	39905.25	1.70	41114.50						
17					1.85	44742.25				
18							2.00	48370.00		
19									2.15	51997.75
20										
21	1.70	41114.50	1.75	42323.75						
22					1.90	45951.50				
23							2.05	49579.25		
24									2.20	53207.00



## **APPENDIX C TIME SCHEDULE**

### **Aspen Ridge Elementary / Aspen Ridge Middle School**

Teachers Report	8:15 AM Daily
Instruction Day	8:30 AM - 3:00 PM
Teachers Dismissed	3:30 PM - Monday
	3:45 PM - Tuesday * } Planning
	3:45 PM - Wednesday } Time
	3:30 PM - Thursday
	3:05 PM - Friday *

\* The teachers' day ends at 3:00 PM. To allow buses to depart, teachers may leave at 3:05 PM.

### **Westwood High School**

Teachers Report	8:00 AM Daily
Instructional Day	8:15 AM - 2:45 PM
Teachers Dismissed	3:15 PM - Monday
	3:30 PM - Tuesday } Planning
	3:30 PM - Wednesday } Time
	3:15 PM - Thursday
	2:50 PM - Friday *

\* The teachers' day ends at 2:45 PM. To allow buses to depart, teachers may leave at 2:50 PM. Teachers of extracurriculars will be expected to stay for common planning time. Routine employee or family member medical appointments or other commitments will not infringe upon the common planning days. These may be adjusted for extenuating circumstances.

**APPENDIX D-1  
CALENDAR**

<u>School Year</u>	<u>Teacher Days</u>	<u>Student Days</u>
1997-98	185	183
1998-99	185	183
1999-00	186	183

**Marking Periods:**

The Association will participate in any discussion which may determine any change to the calendar in the event that days must be added to replace days lost due to inclement weather. If the current law concerning days lost to inclement weather is changed or repealed, the Board agrees to abide by the change.

Official calendar for 1997-98 still being worked on.