

MASTER AGREEMENT
 Between The
**NICE COMMUNITY SCHOOLS
 BOARD OF EDUCATION**
 And The
**NICE TEACHERS ASSOCIATION/
 UPPER PENINSULA EDUCATION ASSOCIATION/MEA/NEA**

**Effective September 1, 2011
 Through August 31, 2013**

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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 defined herein, except as noted, 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 and/or employee 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 and/or employee 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 and/or employee 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, upon reasonable request, 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:

- A. 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.
- B. 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.
- C. 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 and/or employees 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/or employee and their principal and/or the Superintendent will meet to discuss the teacher's and/or employee'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) Graduate Program:

- a) As long as the graduate program is related to professional development in the field of education or district needs, the teacher and/or employee may choose his/her 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 related to professional development or district needs.
 - 3) Satisfactory work (Grade B 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 and/or employees 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, personal time off days used by the teacher and/or employee 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 four (4) years, or alternatively all years can be negotiated individually.
- E. Teachers and/or employees of Vocational courses shall be compensated \$450 in addition to the step they have attained. This payment shall be made to certified vocational teachers and/or employees 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.
- F. Special compensation shall be provided as follows:
- 1) Teachers and/or employees 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 and/or employees who are working on special projects shall be as follows:
 - a) Attendance at workshops or conferences on non-session days- \$75/day (weekends or recess breaks) that are approved by the Superintendent
 - b) Teachers and/or employees working on curriculum development - regular per diem rate

G. The number of teachers and/or employees 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 and/or employee.

H. Teachers and/or employees 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 and/or employee.
- 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 and/or employees 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.

I. 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 "B" 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 and/or employee 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.

J. Teachers and/or employees 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 and/or employees 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 and/or employees, such work not being covered by this Agreement. Performance of such duties by teachers and/or employees will be voluntary, and such opportunities will be posted in advance, with the rate for the position indicated in such posting.

K. Noon duty supervisor, afternoon detention, and Saturday school supervision shall be compensated at the rate of \$16.50 per hour.

L. Other Provisions:

- 1) Teachers and/or employees who substitute for other teachers and/or employees during normal prep time shall be compensated at one-sixth (1/6) of a substitute teacher's and/or employee's daily rate, or one-sixth (1/6) compensatory leave day at option of the teacher and/or employee, maximum two (2) days off per year. In cases where "comp time" is used that requires a substitute teacher and/or employee to be hired, time taken must be in minimum increments of half-days.
- 2) Teachers and/or employees whose work day is required to be longer than the normal building schedule on a daily basis will be compensated hourly at their per diem rate, or, at the teacher's and/or employee's option, will be allowed compensatory time equivalent to the additional time worked.

M. The NTA Professional Negotiations Team shall negotiate and approve all letters of understanding.

ARTICLE V - TEACHING HOURS

A. Teacher's and/or employee's teaching hours in the schools shall be as set forth in the Time Schedule Appendix.

- 1) If individual teachers and/or employees, groups of teachers and/or employees 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 and/or employee's day shall consist of seven (7) hours and fifteen (15) minutes including lunch. If a teacher and/or employee is scheduled to teach in more than one building in the district, the administration shall schedule the beginning and ending time for that teacher and/or employee. If the teacher's and/or employee's time exceeds seven (7) hours and fifteen (15) minutes, the teacher and/or employee will be compensated at his/her proportional per diem rate for the additional time.
 - a. 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.
 - b. 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.

B. Teachers and/or employees, 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 and/or employee 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.

- C. 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/or employee and the building principal. However, no class shall be left unsupervised during this time.
- D. Teachers and/or employees who must return that evening for school activities may, with Building Principal's approval, leave 5 minutes after the students. Teachers and/or employees will not be released early for training and/or practice sessions. Teachers and/or employees may leave five (5) minutes after the students before holidays.
- E. The school nurse:
 - 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 applicable to classroom teachers only and accordingly shall not apply to the school nurse. Examples are the Teacher and/or employee 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. Preparation Periods:
 - 1) The high school and middle school teachers and/or employees unassigned preparation period will not be less than 14% of the teachers' and/or employees' instructional time. The elementary teachers and/or employees will not receive less than 150 minutes of unassigned preparation time per week.
 - 2) High School or Middle School teachers and/or employees, who voluntarily teach their preparation period on a semester or yearly basis shall be compensated by payment of one-seventh (1/7) of their daily rate. Teachers and/or employees will not be allowed to teach a class during preparation period until all effort has been exhausted through usual internal and external posting procedures.
 - 3) Teachers and/or employees who teach Independent Study classes in addition to regular classes, shall be paid at a rate of \$50 per student, per semester.
- B. Outdoor supervisory responsibilities for teachers and/or employees will be on a voluntary basis.
- C. Class Size:
 - 1) Because the pupil teacher and/or employee 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 and/or employee 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 and/or employee evaluation forms will indicate the number of students in the class.
- D. Elementary teachers and/or employees of grades (K-5) that are required to teach during planned periods normally taught by special teachers and/or employees (art, music, physical education, etc.) will be compensated for a full hour of compensation time or full hour of substitute pay.
- E. The Board shall make teacher assignments in compliance with all applicable laws.

ARTICLE VII - TEACHING CONDITIONS

- A. Teachers and/or employees, 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. 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.
- C. Telephone facilities for non-toll calls shall be made available to teachers and/or employees for their reasonable use.
- D. Adequate parking facilities shall be made available to teachers and/or employees.
- E. Released time for teachers and/or employees authorized by the Board or Administration to represent the District on a state committee for an authorized curricular or extracurricular activity shall be granted to a maximum of five (5) days. Days beyond the initial five (5) days will be subject to Superintendent approval. 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. The Board has the sole right and authority to make any and all decisions pertaining to placement, assignment or transfer of its teachers and/or employees.
- B. Teachers and/or employees that will be affected by the decision of the Board pertaining to transfer and/or changes in assignment (building, grade or subject matter) will be notified by the Administration preferably by May 1st to the extent practicable.
- C. The Administration will meet with any teacher and/or employee subject to transfer and/or changes in assignment, upon request. The Association may participate in the meeting.
- D. The teacher and/or employee and Association will be notified, in writing of the final disposition of transfers and/or changes in assignment.
- E. A teacher and/or employee involved in a transfer and/or changes in assignment may ask that their case be reviewed by the Board of Education. The final disposition of any and all decisions pertaining to placement, assignment or transfer of its teachers and/or employees resides with the Board.

- F. Teachers and/or employees may request transfer or changes of assignment by submitting written request to the Administration, on, or before May 15th of the preceding school year. The final authority to grant or deny a request for voluntary transfer resides with the Board.
- G. 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 by 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 and/or employee may apply for such vacancies.

ARTICLE IX - TRANSFERS

Any teacher and/or employee 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 - PERSONAL TIME OFF

Each teacher and/or employee shall earn twelve (12) personal time off days per annum at the beginning of each school year. At the end of the school year, personal time off days shall accrue to a maximum of one hundred fifty (150) days. In all cases teachers/and or employees shall make arrangements with their Principal prior to using personal time off, to the extent practicable. Teachers and/or employees who have accrued more than 150 days of sick and or personal leave under previous contracts shall be allowed to retain any and all days previously accrued beyond 150 days; however, additional days shall not accrue until said teacher and/or employee has reduced the number of accrued days to a level that is below the cap of 150 days. At that time, the employee will begin accruing unused personal time off leave days up to a maximum of 150 days. The Board shall, through its Superintendent, furnish each teacher and/or employee with a written statement at the beginning of each school year setting forth the amount of accrued personal time off.

Additional Conditions:

- A. A teacher and/or employee who is unable to teach because of personal illness or disability and who has exhausted all earned and accrued personal time off may, upon presentation of written request supported by a doctor's written recommendation, be granted leave of absence for the remainder of the school year. The leave may be renewed each year upon written request by the teacher and/or employee and approval of the Board.
- B. Absence due to injury incurred in the course of the teacher's and/or employee's employment shall not be charged against the teacher's and/or employee's accrued personal time off, and the District shall pay to such teacher and/or employee the difference between his/her salary and the benefits received under the Michigan Worker's Compensation Act for the duration of such absence not to exceed one year.
- C. A teacher and/or employee that is 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 the teacher's and/or employee's accrued personal time off.
- D. Personal time off will not be deducted from a teacher's and/or employee's accrual whenever requested days coincide with emergencies which cause their schools to be closed, except for extended leave (five [5] calendar days or more) that had been previously granted.

- E. Upon retirement, permanent disability or death of a teacher and/or employee that has successfully completed ten (10) or more consecutive years of service within the system, the Board agrees to pay said teacher and/or employee or their beneficiary: Unused personal time off day(s), at one-half (1/2) the teacher's and/or employee's current daily base rate, up to a maximum of One Thousand Seven Hundred Dollars (\$1700.00); and, any additional personal time off days beyond those consumed to satisfy this section at the rate of one-half (1/2) the daily sub pay to a maximum of One Thousand Three Hundred Dollars (\$1,300). The District shall not be responsible for payment to any teacher and/or employee that leaves the District for any other reason than those stipulated to within this section.
- F. A teacher and/or employee who exhausts all accrued personal time off will be granted a maximum of ten (10) additional personal time off days paid at their effective daily rate. Employees may only elect to use this option once per catastrophic illness or injury. Unused will not be added to accumulated personal time off day accruals, and the current substitute rate will be deducted from each days pay. The additional personal time off days will be used during one school year only. Teachers and/or employees wishing to exercise the additional ten (10) day option must file a written request with the Superintendent.
- G. The Board shall adopt policies and procedures to ensure compliance with the Family and Medical Leave Act.
- H. When teachers and/or employees are called for jury duty, the Board will pay them the difference between their daily wages and the amount paid for jury duty.
- I. A teacher and/or employee will be granted a leave of absence without loss of pay whenever 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 and/or employee's employment by the school.
- J. Leaves of absence without pay, up to a maximum of one (1) year in duration, may be granted upon application for the following purposes:
 - 1. Study, research, or special teaching assignments involving demonstrable advantage to the school system.
 - 2. Study related to the area of teaching responsibility.
 - 3. Study to meet eligibility requirements for certification other than held by the teacher.
 - 4. Other leaves of absence for reasons deemed appropriate by the Board.
- K. The Board shall grant to any teacher and/or employee a leave of absence without pay for the purpose of childbirth.
 - 1. Such leave shall commence when the teacher and/or employee 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 and/or employee may use accrued personal time off for this purpose as defined in Article X.
 - 2. In case of any dispute as to whether a teacher and/or employee, under this provision, is able to adequately perform the duties to which she 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 and/or employee, and upon Board approval, the leave of absence may extend to the end of the school year in which the teacher and/or employee

commenced such leave of absence. When pregnancy has terminated during the last quarter of the school year (June, July, and August), the teacher and/or employee 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 and/or employee's former position, if it exists, or to a substantially similar position.
 - b) A teacher and/or employee on maternity leave shall receive the health insurance benefits provided for under this collective agreement for a period of four (4) months.
- L. Pursuant to Section 380.1246 of the School Code of 1976, teachers and/or employees who have been employed for seven years may be granted a sabbatical leave of one (1) year. During said sabbatical leave the teacher and/or employee 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. A teacher and/or employee, 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.
- M. Teachers and/or employees 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.
- N. The Board may grant a leave of absence without pay to any teacher and/or employee to campaign for, or serve in, a public office.
- O. The Association will be granted twenty (20) days of leave per year, without loss of salary, for use by 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.
- P. Teachers and/or employees 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.
- Q. Employees shall be allowed up to five (5) working days with pay as funeral leave days not to be deducted from personal time off for death of spouses, father or mother in-law, children and parents, and shall be allowed up to three (3) working days with pay as funeral leave days not to be deducted from personal time off in the death of step-parents, step-children, brothers, sisters, brothers-in-law, sisters-in-law, grandparents, grandchildren, an aunt/uncle, or a member of the employee's household. The Principal may, at his/her discretion, grant additional days to be deducted from personal time off. Leave days to be deducted from personal time off 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) Absence not to exceed one (1) day to act as pall bearer in a funeral service.

ARTICLE XI - INSURANCE PROTECTION

- A. (1) The District agrees to pay a portion of the full premium necessary for insurance coverage for each eligible full-time teacher and/or employee and their family up to the dollar amounts prescribed by law. Each eligible employee may elect either MESSA PAK Plan A or Plan B insurance coverage as follows: Plan A: Choices II, 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 \$350 in MESSA variable

options and/or MEAFS annuities, such programs to these in effect on the date of this agreement or totally comparable programs.

- a) For the time period September 1, 2011 through January 23, 2012 employees shall pay the incremental increase in healthcare benefit premiums between the July 1, 2010 Plan Year and the July 1, 2011 Plan Year.
- b) Effective February 1, 2012, the prescription co-pay will increase to \$10.00/\$20.00; The deductible option will increase to \$200/\$400 In-Network or \$400/800 Out-of-Network; and the co-payment option will be \$20 for Office Visits and \$25 for Urgent Care/\$50 Emergency Room.
- c) For the time period January 23, 2012 through June 30, 2012 the District shall pay 85% of the insurance premium for coverages maintained by the Association's members and said member's shall pay 15% of the insurance premiums.
- d) The Association shall notify the employer on or before June 1, 2012 of its intent to make changes to Plan Coverage and/or carrier beginning with the new Plan Year that commences July 1, 2012. The Association shall notify employer of its intent to make subsequent changes on or before June 1st of each successive year.
- e) The District shall, in its sole discretion and pursuant to formal Board action, adopt either the "hard cap" or "80/20" cost sharing provisions established pursuant to Section 3 or Section 4 of Michigan PA 152 of 2011 for each Plan Year. The Board shall take such action and notify the Association of its decision and intent before July 1st of each year. If the Board takes no action, the statutory caps shall apply.

* TSA will remain at \$350 per month for less than ten (10) members electing the option of pak B. If ten (10) or eleven (11) members choose pak B, then the TSA is \$400/month. If 12-14 members choose pak B, then the TSA is \$450/month. For 15 or more members choosing pak B, the TSA is \$500/month.

2) Eligible part-time teachers and/or employees 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 Choices II insurance toward Choices II health insurance premiums, or
- b) They may apply the equivalent of a prorated portion of the single subscriber premium for Choices II 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 Professional Negotiations Team, to review insurance coverages and costs upon written request of either party.

B. If the teacher and/or employee 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 and/or

employee has exhausted paid personal leave accrual, payment of premiums necessary for the above mentioned insurance protection shall continue through the balance of the teacher's and/or employee's contract year as hereafter defined.

- C. The District shall continue payment of insurance premiums for all teachers and/or employees 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' and/or employees' 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 and/or employees 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.
- D. 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.
- E. 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 and/or employee must pay such premiums for coverage commencing at the end of such month, and for the duration of such leave.
- F. 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.
- G. 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.
- H. 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.
- I. 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 XII - EVALUATION OF TEACHERS AND/OR EMPLOYEES

- A. The evaluation of the performance of each teacher and/or employee in the school system is the responsibility of the administration. In such evaluations, all monitoring or observations of teachers and/or employees shall be conducted openly.
- B. Teachers and/or employees shall have the right upon request to review the contents of their personnel file. A representative of the Association may accompany teachers and/or employees in this review.
- C. A verbal reprimand given to a teacher and/or employee will be done in private and with an association representative present.
- D. Teachers and/or employees 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 and/or employee until such representative of the Association is present.
- E. ***The provisions of this section shall only apply to those employees that are subject to the terms and conditions of this collective bargaining agreement and furthermore, are explicitly exempt from the provisions of the amended Teachers' Tenure Act and/or Revised School Code provisions of Michigan Public Act 336 of 1947, as amended:***

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.

ARTICLE XIII - PROTECTION OF TEACHERS AND/OR EMPLOYEES

- A. The school recognizes its responsibility to give assistance to teachers and/or employees with respect to the maintenance of control and discipline in the classroom within the confines of School Policies.
- B. The teacher and/or employee 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 and/or employee to report to the principal the name of any student who, in the opinion of the teacher and/or employee, needs particular assistance from skilled personnel. Principals and teachers and/or employees will work cooperatively in resolving problems which disrupt good classroom operation.
- C. Any case of assault upon teachers and/or employees arising from a school incident shall be promptly reported in compliance with current state laws and to the Board of Education. The Board will advise teachers and/or employees of their rights and obligations with respect such assault and render reasonable assistance to teachers and/or employees in connection with handling of the incident by law enforcement and judicial authorities. Time lost in connection with such handling by law enforcement and judicial authorities shall not be charged against the teacher and/or employee.
- D. If teachers and/or employees 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 and/or employee.

- E. The Board will reimburse teachers and/or employees, unless negligent, for loss, damage, or destruction by students of clothing or personal property (except automobiles) of the teacher and/or employee while performing school related activities, to a maximum of \$200.00.
- F. The Board will provide insurance coverage for teachers and/or employees (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 and/or employee will be promptly called to the teacher's and/or employee's attention.
- H. Teachers and/or employees 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/or employee and an aide on classroom techniques and procedures, the teacher and/or employee 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 and/or employee will not be incorporated into the teacher's and/or employee's personnel file.
- J. For teachers and/or employees 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 XIV - 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 and/or employees 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. 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:

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

- 1) Step 1: A teacher and/or employee with a grievance shall discuss it with his/her respective school 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 he/she 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.

- 2) 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.
- 3) 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, 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.
- 4) 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)
 - i. 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.
 - ii. 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.

- iii. 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).
 - iv. 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.
 - v. The decision of the arbitrator shall be final and binding subject to the limitations herein specified.
 - vi. The arbitrator shall have no authority to review any matter which is a prohibited subject of bargaining.
- d) The fees and expenses of the arbitrator shall be shared equally by the district and the Association.

ARTICLE XV - 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 and/or employees 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 and/or employee shall either sign the seniority list next to his/her 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 personal leave or other leave of absence.

D-1 *The provisions of this section shall only apply to those employees that are subject to the terms and conditions of this collective bargaining agreement; provisions of the amended Teachers' Tenure Act; and, Revised School Code provisions of Michigan Public Act 336 of 1947, as amended:* For purposes of salary and fringe benefit accrual the teacher and/or employee 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).

D-2 *The provisions of this section shall only apply to those employees that are subject to the terms and conditions of this collective bargaining agreement and furthermore, are explicitly exempt from the provisions of the amended Teachers' Tenure Act and/or Revised School Code provisions of Michigan Public Act 336 of 1947, as amended:* 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 employee 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-1 *The provisions of this section shall only apply to those employees that are subject to the terms and conditions of this collective bargaining agreement; provisions of the amended Teachers' Tenure Act; and, Revised School Code provisions of Michigan Public Act 336 of 1947, as amended:* 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 as it sees fit.

- a) The Superintendent will inform the Association of anticipated staff reductions prior to taking formal action.
- b) 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.

E-2 *The provisions of this section shall only apply to those employees that are subject to the terms and conditions of this collective bargaining agreement and furthermore, are explicitly exempt from the provisions of the amended Teachers' Tenure Act and/or Revised School Code provisions of Michigan Public Act 336 of 1947, as amended:* 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 employees, least senior personnel would be laid off first. When the Board is considering a reduction of the number of employees the procedure below shall be followed:

- a) The Superintendent will invite the Association to discuss anticipated staff reductions prior to taking formal action.
- b) 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.

- c) Recall shall be in the inverse order of the layoff.
 - d) No new employee shall be hired by the Board while an employee covered under this part is laid off unless said employee fails to meet the certification or qualification requirements for the vacancy.
 - e) Employees covered under this part, which are laid off have the right to be placed in a position covered under this part, for which they are or can become properly certified and qualified prior to assuming an assignment, which is occupied by another employee covered under this part with less seniority.
- F. 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.
- G. The Board shall give written notice of recall from layoff by sending a registered or certified letter, return receipt requested, to said teacher and/or employee, at their last known address. A copy of such notice shall be forwarded to the Association. It shall be the responsibility of each teacher and/or employee to notify the Board of any change in address. The teacher's and/or employee'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 and/or employee. If, within ten (10) calendar days from the date of mailing of such recall notice, the teacher and/or employee fails to report to work, or fails to indicate in writing that they will report to work as scheduled, said teacher and/or employee 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.

ARTICLE XVI - 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. Each bargaining unit shall, as a condition of employment: (1) On or before thirty (30) days from the first day of active employment or the effective date of this agreement, whichever is later, join the Association; or, (2) Pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deductions for such fee. In the event that the bargaining unit members shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477 and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty days following deduction.
- D. 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 XVII - EMPLOYMENT RELATIONSHIPS

- A.
- 1) The Professional Negotiations Team, 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 and/or employee-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 and two Association representatives from the elementary schools, 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 XVIII - AIDES

- A. The teacher and/or employee 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/or employee and the teacher and/or employee 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 and/or employees to whom assigned.
- D. All activities of aides are to be coordinated with the appropriate principals or other District designees.

ARTICLE XIX - SCHOOL IMPROVEMENT COMMITTEES

- A. School Improvement Committees shall 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 and/or employees 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 XX, L. 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 will be based on participation. Payment will be based on a percentage of actual meetings attended.

ARTICLE XX - MISCELLANEOUS PROVISIONS

- A. All teachers and/or employees 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 and/or employee prior to attending an approved conference. Additional expenses incurred will be reimbursed to the teacher and/or employee 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 December 15 for the following year. Committees will be formed to ensure a smooth transition to this master schedule.
- D. Supervision of student teachers and/or employees 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 and/or employee's contracts heretofore in effect. All future individual teacher and/or employee 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 available to all teachers and/or employees within thirty (30) days following ratification.
- I. Each teacher and/or employee will be provided a pass for him/herself and a guest to all extracurricular activities.
- J. 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.
- K. If an Emergency Manager is appointed by the state under PA 4 of 2011, Fiscal Accountability Act, the Emergency Manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).
- 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.
- M. The Association and its members shall be barred from contesting any amounts withheld by the District via payroll deduction during the time period September 1, 2011 through January 23, 2012. This clause will be eliminated at the expiration of this contract.

ARTICLE XXI – DURATION

This Agreement shall be effective as of September 1, 2011, and shall continue in effect until August 31, 2013. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date 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 and/or employees employed by the Board.

NICE Community School District Board of Education

By 

Brett French, President

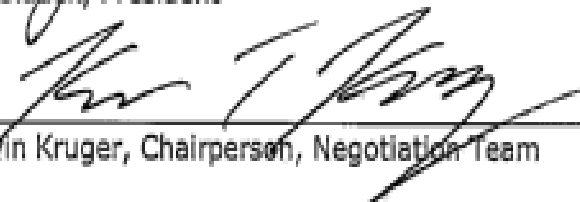
By 

Donna Champion, Secretary

NICE Teachers' Association

By 

Jill Sladek, President

By 

Kevin Kruger, Chairperson, Negotiation Team

Upper Peninsula Education Association

By _____

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>
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 %
Girls' 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 %
Head Volleyball Coach	14 %
Assistant Volleyball 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 %
Elementary Intramurals Advisor	2 %
Band Director	10 %
Marching Band Director	3.5 %
Chorus Director (High School)	3 %
Musical Performances Director	.5 % per performance
Voices In Motion Advisor	4 %
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)	9% per play (cap @ 27%)
Drama Club Advisor (High School)	2 %
Drama Director (Middle School)	2.5 % per play
Forensics Advisor	12 %
Assistant Forensics Advisor	9 %
Jr. High Forensics Advisor	3 %
Yearbook Advisor (High School)	9 %
Yearbook Advisor (Middle School)	3 %
Senior Class Advisor	2 %
Junior Class Advisor	4 %
Sophomore Class Advisor	2 %
Freshmen Class Advisor	2 %
Student Council Advisor	7.5 %
Spanish Club Advisor	2 %
Key Club Advisor	3 %
Business Club (BPA & DECA) Advisor	10 %
BPA Assistant Advisor	7.5 %
Middle School Science Olympiad	3 %
National Honor Society Advisor	2 %
Chess Advisor	3 %
High School Quiz Bowl Advisor	4 %
Junior High Quiz Bowl Advisor	2 %
North Central Evaluation Chair	\$1,000 (once every 5 yrs)
Weight Room/Gym Supervisor	2%
Elementary School Store Advisor	4%
WHS Science Olympiad Advisor	3%
Bowling Coach	3%

APPENDIX B – Salary Schedule

The Salary Schedule identifies the annual salaries that are in effect for each year of experience ("Steps") and attainment of additional education ("Lanes"). The following exceptions to the Salary Schedule are in effect for the duration of this contract:

For the time period September 1, 2011 through January 20, 2012 Employees shall be paid for all compensable time at the daily rates they received during the time period September 1, 2010 through August 30, 2011.

For the time period January 23, 2012 through August 31, 2012 Employees shall be paid for all compensable time at the daily rates established under Appendix B: Salary Schedule for their "Step" and "Lane" as determined by their experience and educational accomplishments as of September 1, 2011.

For the time period September 1, 2012 through January 10, 2013 Employees shall be paid for all compensable time at the same daily rate the employee received during the time period January 13, 2012 through August 31, 2012 (*i.e.*, no increase shall be paid commensurate with "Step" and "Lane" advancement).

For the time period January 11, 2013 through August 31, 2013 Employees shall be paid for all compensable time at the daily rates established under Appendix B: Salary Schedule for their applicable "Step" and "Lane" as determined by their experience and educational accomplishments as of September 1, 2012.

APPENDIX B – Salary Schedule

APPENDIX B - SALARY SCHEDULE

Base Salary \$ 31,268.00

Experience

as of		B.A.		B.A.+18		M.A.		M.A.+15		M.A.+30
8/31/2011	Factor	Salary	Factor	Salary	Factor	Salary	Factor	Salary	Factor	Salary
0	1.00	\$ 31,268.00	1.05	\$ 32,831.40	1.15	\$ 35,958.20	1.25	\$ 39,085.00	1.35	\$ 42,211.80
1	1.05	\$ 32,831.40	1.10	\$ 34,394.80	1.20	\$ 37,521.60	1.30	\$ 40,648.40	1.40	\$ 43,775.20
2	1.10	\$ 34,394.80	1.15	\$ 35,958.20	1.25	\$ 39,085.00	1.35	\$ 42,211.80	1.45	\$ 45,338.60
3	1.15	\$ 35,958.20	1.20	\$ 37,521.60	1.30	\$ 40,648.40	1.40	\$ 43,775.20	1.50	\$ 46,902.00
4	1.20	\$ 37,521.60	1.25	\$ 39,085.00	1.35	\$ 42,211.80	1.45	\$ 45,338.60	1.55	\$ 48,465.40
5	1.25	\$ 39,085.00	1.30	\$ 40,648.40	1.40	\$ 43,775.20	1.50	\$ 46,902.00	1.60	\$ 50,028.80
6	1.30	\$ 40,648.40	1.35	\$ 42,211.80	1.45	\$ 45,338.60	1.55	\$ 48,465.40	1.65	\$ 51,592.20
7	1.35	\$ 42,211.80	1.40	\$ 43,775.20	1.50	\$ 46,902.00	1.60	\$ 50,028.80	1.70	\$ 53,155.60
8	1.40	\$ 43,775.20	1.45	\$ 45,338.60	1.55	\$ 48,465.40	1.65	\$ 51,592.20	1.75	\$ 54,719.00
9	1.45	\$ 45,338.60	1.50	\$ 46,902.00	1.60	\$ 50,028.80	1.70	\$ 53,155.60	1.80	\$ 56,282.40
10	1.50	\$ 46,902.00	1.55	\$ 48,465.40	1.65	\$ 51,592.20	1.75	\$ 54,719.00	1.85	\$ 57,845.80
11	1.55	\$ 48,465.40	1.60	\$ 50,028.80	1.70	\$ 53,155.60	1.80	\$ 56,282.40	1.90	\$ 59,409.20
12	1.60	\$ 50,028.80	1.65	\$ 51,592.20	1.75	\$ 54,719.00	1.85	\$ 57,845.80	1.95	\$ 60,972.60
13					1.80	\$ 56,282.40	1.90	\$ 59,409.20	2.00	\$ 62,536.00
14							1.95	\$ 60,972.60	2.05	\$ 64,099.40
15									2.10	\$ 65,662.80
16	1.65	\$ 51,592.20	1.70	\$ 53,155.60						
17					1.85	\$ 57,845.80				
18							2.00	\$ 62,536.00		
19									2.15	\$ 67,226.20
20										
21	1.70	\$ 53,155.60	1.75	\$ 54,719.00						
22					1.90	\$ 59,409.20				
23							2.05	\$ 64,099.40		
24									2.20	\$ 68,789.60

APPENDIX B – Salary Schedule

APPENDIX B - SALARY SCHEDULE

Base Salary \$ 31,268.00

Experience

as of		B.A.		B.A.+18		M.A.		M.A.+15		M.A.+30
8/31/2012	Factor	Salary	Factor	Salary	Factor	Salary	Factor	Salary	Factor	Salary
0	1.00	\$ 31,268.00	1.05	\$ 32,831.40	1.15	\$ 35,958.20	1.25	\$ 39,085.00	1.35	\$ 42,211.80
1	1.05	\$ 32,831.40	1.10	\$ 34,394.80	1.20	\$ 37,521.60	1.30	\$ 40,648.40	1.40	\$ 43,775.20
2	1.10	\$ 34,394.80	1.15	\$ 35,958.20	1.25	\$ 39,085.00	1.35	\$ 42,211.80	1.45	\$ 45,338.60
3	1.15	\$ 35,958.20	1.20	\$ 37,521.60	1.30	\$ 40,648.40	1.40	\$ 43,775.20	1.50	\$ 46,902.00
4	1.20	\$ 37,521.60	1.25	\$ 39,085.00	1.35	\$ 42,211.80	1.45	\$ 45,338.60	1.55	\$ 48,465.40
5	1.25	\$ 39,085.00	1.30	\$ 40,648.40	1.40	\$ 43,775.20	1.50	\$ 46,902.00	1.60	\$ 50,028.80
6	1.30	\$ 40,648.40	1.35	\$ 42,211.80	1.45	\$ 45,338.60	1.55	\$ 48,465.40	1.65	\$ 51,592.20
7	1.35	\$ 42,211.80	1.40	\$ 43,775.20	1.50	\$ 46,902.00	1.60	\$ 50,028.80	1.70	\$ 53,155.60
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11	1.55	\$ 48,465.40	1.60	\$ 50,028.80	1.70	\$ 53,155.60	1.80	\$ 56,282.40	1.90	\$ 59,409.20
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13					1.80	\$ 56,282.40	1.90	\$ 59,409.20	2.00	\$ 62,536.00
14							1.95	\$ 60,972.60	2.05	\$ 64,099.40
15									2.10	\$ 65,662.80
16	1.65	\$ 51,592.20	1.70	\$ 53,155.60						
17					1.85	\$ 57,845.80				
18							2.00	\$ 62,536.00		
19									2.15	\$ 67,226.20
20										
21	1.70	\$ 53,155.60	1.75	\$ 54,719.00						
22					1.90	\$ 59,409.20				
23							2.05	\$ 64,099.40		
24									2.20	\$ 68,789.60

APPENDIX C - TIME SCHEDULE

Aspen Ridge Elementary / Aspen Ridge Middle School

Teachers and/or Employees Report	8:10 AM
Instruction Day	8:19 AM – 3:11 PM
Teachers and/or Employees Dismissed	3:35 PM

Westwood High School **

Teachers and/or Employees Report	7:55 AM
Instruction Day	8:05 AM – 3:00 PM
Teachers and/or Employees Dismissed	3:20 PM

** Schedule for teachers and/or employees at Westwood who deviate from the established time schedule and teach an early morning class.

Teachers and/or Employees Report	7:05 AM
Instruction Day	7:10 AM – 2:05 PM
Teachers and/or Employees Dismissed	2:30 PM

APPENDIX D - CALENDAR – 2011-12

September 1, 2011	First day for teachers and/or employees (P.D.) No students
September 6, 2011	First day for students
October 14, 2011	Professional Development – No students
November 16 & 17, 2011	Parent-Teacher and/or Employee Conferences
November 24-25, 2011	Thanksgiving Break
December 21, 2011	Last school day before winter break
January 3, 2012	Classes resume after winter break
February 17 & 20, 2012	Professional Development – No students
April 2-9, 2012	Spring Break
April 10, 2012	Classes resume after spring break
May 28, 2012	Memorial Day
June 4, 2012	Last day of school (students)
June 5, 2012	Last day for teachers and/or employees

Teacher and/or Employee Days = 180; Student Days = 175; Professional Development Days = 5 Full Days

K-12 Open House September 1st 5-7pm

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.

The calendar for the duration of the contract will be 175 student/180 teacher and/or employee days.

The Professional Negotiations Team has agreed that for mandatory teacher and/or employee participation in the following functions:

- Aspen Ridge – Open House
- Westwood High School – Open House
- Aspen Ridge/Westwood High School – Parent/Teacher and/or Employee Conferences

Teachers and/or employees may leave ten minutes after students are dismissed on each Friday for the entire school year. If the teacher and/or employee has a school related event on the selected date, the principal may excuse the teacher and/or employee from attending.