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AGREEMENT BETWEEN

THE

NILES COMMUNITY SCHOOLS  
BOARD OF EDUCATION

AND THE

NILES DISTRICT EDUCATION ASSOCIATION

FOR

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1998-99

*Niles Community Schools*



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EDUCATION ASSOCIATION AGREEMENT

1998-99

This Agreement, entered into this 1st day of July, 1998, by and between the Board of Education of the School District of the Niles Community Schools of the City of Niles, Michigan, hereinafter called the "Board," and the Niles District Education Association, hereinafter called the "Association";

WITNESSETH:

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

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

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

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

ARTICLE 1

RECOGNITION

- A. The Board hereby recognizes the Niles 5-C Education Association MEA/NEA as the exclusive and sole bargaining representative for all certified personnel under individual contracts, on leave, on a per diem basis, employed or to be employed by the Board, excluding Superintendent; Executive Directors of Special Programs, Instructional Services, Business and Finance, and Personnel; Directors of Elementary Services, Community Education, and School Operations; Principals; Assistant Principals; Coordinator of Student Affairs; Head Start Coordinator; Supervisors of Transportation and Custodial and Maintenance Services, and other supervisors within the meaning of the Public Employment Relations Act; and substitute teachers. The term "teacher(s)," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining and negotiating unit as above defined.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

## ARTICLE 2

### ASSOCIATION AND TEACHER RIGHTS

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

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

- E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, computers, printers, fax machines, and all types of audio-visual equipment at reasonable times, when use of such equipment does not interfere with the operation of the employer and provided that such business is conducted at times when teachers are not directly responsible for students. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. A telephone that allows access to operator assisted calls shall be available for Association use and shall be located in a building specified by the Association President.

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

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

1. Any questions concerning Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin, should be directed to Superintendent, Niles Community Schools, 111 Spruce Street, Niles, Michigan 49120. 616/683-0732.
2. Inquiries related to Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex, should be directed to Executive Director of Curriculum, Niles Community Schools, 111 Spruce Street, Niles, Michigan 49120. 616/683-0736.
3. Questions concerning Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability, should be directed to Director of Special Education, Niles Community Schools, 111 Spruce Street, Niles, Michigan 49120. 616/683-0757.
4. If a grievance still exists after discussion with the appropriate coordinator, he/she will provide you with information concerning the formal grievance process.

K. Representatives of the Board and the Association's Bargaining Committee will meet on the last school-day Tuesday of each month for the purpose of reviewing the administration of the Agreement, to plan ahead for future Agreements, and to resolve problems that may arise during the course of the year with respect to the current Agreement.

These meetings are not intended to bypass the grievance procedures. Each party will submit to the other, by Friday of the previous week, an agenda covering what they wish to discuss. If neither party submits an agenda, there will be no contract review meeting that month.

L. The president of the Association shall be notified in all cases of recommended dismissal of teachers.

## ARTICLE 3

### RIGHTS OF THE BOARD

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

## ARTICLE 4

### DEDUCTIONS FOR PROFESSIONAL DUES AND OTHER PROGRAMS

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

## ARTICLE 5

### TEACHING LOAD AND CONDITIONS

- A. Certificated teachers will know their assignments and should plan their school day to best meet the needs of the assignments.

The best professional practices recognize the need for conferences with students and parents, as well as staff and committee meetings beyond the scheduled class time.

Mutual professional respect among teachers and administrators will guide in-building practices.

Elementary teachers will report in accordance with elementary school day as defined in Section C of this Article and will have the conference time set forth therein. (In addition, elementary teachers shall have at least one hundred twenty [120] more minutes of conference time per full-day week.) The administration, with the cooperation of the teachers will strive to schedule conference time during the student's school day in blocks of no less than thirty (30) minutes each for Grades 1 through 6. It is to be understood that occasional interruptions or special events (assemblies, library opening and closing, etc.) may disrupt some conference time and that, in such events, the elementary teachers may need to supervise their children, but that every effort will be made to have special teachers supervise the students during the time they are scheduled to be with the special teacher. There will be no more than one week at the beginning and the end of the school year scheduled for library opening and closing. The purpose of conference time is to counsel children, communicate with parents, plan lessons, prepare materials, and work on other things related to classroom instruction. The use of conference time shall be at the professional discretion of the individual teacher, except that it is understood that in the elementary buildings, after a majority vote of the teachers, the morning conference time may be used for faculty meetings. Special arrangements may be made for special programs at Southside School.

Teachers will report to the vicinity of their classrooms in accordance with the school day for their respective level as defined in Section C of this Article. On Friday or before a holiday, teachers will leave no earlier than five (5) minutes after the end of the students' day. If students or parents request additional time, teachers will be expected to assume this professional obligation.

Teachers may be required to participate in student supervision immediately before the student day, during the student day, or for the ten (10) minute period after the student day; and may be directed, from time to time, to assist in emergency or unanticipated supervisory responsibilities. Teachers shall not be required, on an ongoing or permanent basis, to perform bus duty supervision or general supervision of students (other than their own) having to remain in the building for any purpose beyond the teacher's regular duty day.

- B. The normal maximum teaching load for teachers in grades K-3 will be twenty-eight (28) children, with no more than a two-children overload. The parties agree that it is a desirable goal

to keep the K-2 class average at no more than twenty-four (24) students.

The normal maximum teaching load for teachers in grades 4-6 will be thirty-one (31) children, with no more than a two-children overload.

Within ten (10) school days of the time an elementary teacher's load exceeds the maximum, the principal, teacher, and the Association representative will meet to discuss ways of adjusting for the increased load, including consideration of increased salary. (Refer to paragraphs F and G of Schedule B-3.)

Scheduling of teacher time and load at the senior high level will conform to North Central Association guidelines. Overload will be determined by number of students per teacher, not department. At the junior high level, teacher time and pupil loads will be limited to an "average" of 170 pupils, but will have a limit of 180 per semester, trimester, unit, or division, with the exception of activity-type classes, as defined by the North Central Association. Examples of such activity-type classes would be typewriting, physical education, music, etc.

All teachers are guaranteed a duty-free lunch of not less than thirty-five (35) minutes, exclusive of passing time.

Definition of teaching load is as follows:

- 6-period day - teachers are assigned 5 classes and 1 conference period.
- 7-period day - teachers are assigned 5 classes, 1 conference period, and 1 other assignment each semester.
- or block scheduling for the High School as designed by the Site-Based Decision-Making Committee and approved by the Association and the Board.

No assignments made will require preparation outside of the assignment period.

Back-to-back scheduling makes possible flexibility and adjustment of classes within a department to better meet the needs of both students and teachers and to maximize the potentials of the staff.

If in a team-teaching situation a team member must be replaced, hiring officials should involve team members in the selecting of the replacement. Team-teaching assignments must be voluntary. Unsatisfactory team situations should be resolved at the earliest possible time.

New teachers should have special consideration such as orientation to the school system and program, additional supervisory help, and minimum of extra assignments until they are able to carry their full share of responsibilities.

Administration should encourage teachers to create various means of implementing agreed-upon

educational objectives.

- C. The starting and dismissal times will be in keeping with the varying building needs, with consideration given to lunch hours, traffic hazards, transportation, etc.

Due to State School Code requirements, all schools will add one (1) minute to the instructional day. The minute will be added to the schedule at the beginning of the day.

Additionally, Cedar Lane and Southside Schools will have their Site-Based Decision-Making Teams develop a schedule to place the school four (4) hours over the minimum state requirement of 1047 hours. If this is not developed by June 4, 1998, the negotiations teams for the NDEA and administration will set the time schedule for the school.

Additionally, each individual elementary Site-Based Decision-Making Team will develop a schedule to place the morning kindergarten classes four (4) hours over the minimum state requirement of 523.5 hours ( $523.5 + 4 = 527.5$ ) and the afternoon kindergarten at the minimum state requirement of 523.5 hours. If this is not developed by June 4, 1998, the negotiations team for the NDEA and administration will set the time schedule for the school..

The normal staff day in all buildings shall be a seven (7) hour and five (5) minute day, including a duty-free lunch.

Due to the State School Code requirements for additional instructional time, the elementary day will be as follows:

- 10-minute planning time
- 5-minute on-duty time
- Student day - a.m.
- Duty-free lunch
- Student day - p.m.
- 10-minute on-duty time

The secondary school day will be as follows:

Senior High

- 5-minute on-duty time
- Student day - a.m.
- Duty-free lunch
- Student day - p.m.
- 20-minute on-duty time

Ring Lardner Junior High

5-minute on-duty time  
Student day - a.m.  
Duty-free lunch  
Student day - p.m.  
20-minute on-duty time

The current starting and dismissal times are subject to modifications, provided the overall time in school is not changed.

Supervision other than teachers will be provided for pupils waiting for buses after school dismissal, except in emergency situations.

- D. All teachers will be entitled to duty-free lunch periods as scheduled in each building. Teachers may accept or volunteer for noon supervision on a paid basis.
- E. Teachers voluntarily accepting a larger-than-normal teacher load, such as an extra class, will be compensated by release from other responsibilities or by additional salary.
- F. Daily preparation for effective teaching requires work outside the classroom. The education program requires attendance at scheduled staff conferences, parent-teacher conferences, P.T.A. meetings, and the like.

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

- G. The administration will study the nonprofessional duties required of teachers toward the end that they will be minimized through mechanization or additional aides or clerical help. No teacher will be required to drive a school bus.

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

## ARTICLE 6

### SPECIAL-STUDENT PROGRAM

- A. Students suspected of being handicapped shall be referred through the principal and Special Education Office for an evaluation of their strengths and weaknesses. A child is eligible or no longer eligible for special class placement and/or services only as determined by an Educational Planning and Placement Committee. (As mandated by state rule, this committee is composed of the classroom teachers, principal, parents, diagnostician, and any other school personnel deemed appropriate.) The Superintendent has requested the Director of Special Education or designee to chair those meetings.
- B. The Educational Planning and Placement Committee, as mandated by federal law, will determine the least restrictive environment in which the handicapped child's educational needs are to be met. In compliance with that law, special education, general education, and related services for that child will be specified. Administrative procedures ensure that, where appropriate, parties involved in the delivery of services to the handicapped child are consulted prior to the initiation of those services. In accordance with state regulations, the child's participation in each service area will be measured with full-time equivalency units for purposes of child accounting and special education funding.

## ARTICLE 7

### QUALIFICATIONS AND ASSIGNMENTS

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

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

- d. If a teacher is absent for a period of more than thirty (30) consecutive school days due to illness or injury, the Board may require that a physician's certificate be furnished. This certificate shall state that the teacher is unable to return to work and shall state the anticipated length of time that the teacher will remain unable to work.
  - e. A teacher who returns from an absence of more than thirty (30) consecutive school days due to illness or injury may be required to furnish a physician's certificate certifying that the teacher is medically capable of resuming the duties of his/her position.
2. Illness in Immediate Family: Absence due to serious illness in the immediate family shall be unlimited and deducted from accumulated sick days.
  3. Personal Leave: Two (2) days per year of personal leave to attend to business which cannot be conducted during nonworking hours may be granted and deducted from sick leave. No personal leave will be granted on the day before or following a vacation period except in unusual circumstances. Such leave is not intended to be used for pleasure or profit, and may not accumulate from year to year.
- C. Leave of absence with pay may be used for the following purposes and under the following conditions. Such absences will not be deducted from the teacher's total accumulation.
1. Bereavement Leave: Leave of absence of up to six (6) consecutive work days may be granted for death in the immediate family (including in-laws). Under extenuating circumstances, additional days may be granted at the discretion of the Superintendent.
  2. Educational Conferences and Workshops: Teachers will be allowed to attend, upon proper application, and without loss of pay, such educational conferences, workshops, school visitations, etc., as are approved in advance by the administration with due consideration given to the building school improvement plan.
  3. Association Business: Twenty (20) days per year shall be given to the NDEA for MEA business, to be used at the discretion of the president of the Association, but such leave shall not accumulate from year to year.

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

## ARTICLE 10

### UNPAID LEAVES OF ABSENCE

- A. Leave of absence without pay of up to two (2) semesters may be granted by the Board. Except as otherwise expressly provided in this Article, the granting of unpaid leave of absence or the renewal of such leave shall be at the sole discretion of the Board.
- B. Except in unusual circumstances, application for unpaid leave shall be made no later than forty-five (45) days before the beginning date of the requested leave, and the application shall set forth the purposes of the leave and the period of time for which the leave is requested. Whenever possible, unpaid leave of absence shall commence at the beginning of the school year or at semester breaks.
- C. Teachers on approved unpaid leave of absence shall not accrue additional paid leave days during the period of their unpaid leave, and the Board's contribution toward insurance and other fringes shall cease at the commencement of the leave; provided, however, that the Board shall continue to pay insurance premiums until August 31 for teachers on unpaid leave due to extended illness or injury where paid leave days have been exhausted or have expired during that school year. The Board shall pay insurance benefits on a month-to-month basis for teachers who exhausted their sick leave during the prior year. For each month in which the teacher works one or more full days, the Board shall pay insurance premiums for that month.
- D. Teachers on an approved unpaid leave shall suffer no loss of experience credit for the purposes of Article 16 pertaining to reduction in force, but shall not accrue additional experience credit while on leave. Salary increments shall accrue for any year in which the teacher is actively employed for more than fifty percent (50%) of the scheduled school days.
- E. Teachers on unpaid leaves shall notify the Board, no later than ninety (90) days prior to return at the beginning of the school year and forty-five (45) days prior to return at spring semester or winter or spring trimester, before the expiration of the leave of their intention to return to active employment. The teacher shall be returned to any position comparable to the one occupied immediately preceding the leave, provided the teacher is certified and qualified under the terms of Article 16. If no position exists for which the teacher is so certified and qualified, the teacher shall be placed on the recall list and recalled to the first vacancy for which he or she is certified and qualified. A teacher on leave who fails to provide timely notice of intent to return shall be placed on recall vacancy for which he or she is certified and qualified under Article 16.
- F. The following unpaid leaves of absence shall be granted upon appropriate application:

1. Leave shall be granted for any tenure teacher for the purpose of serving as an officer (President, Vice-President, Secretary, Treasurer) for the Michigan Education Association.
2. Leave shall be granted to any teacher for the purpose of serving in elected public office.
3. Leave shall be granted to any teacher for study related to the teacher's licensed field.
4. After the first year, year-to-year renewal of any of the above leaves may be granted by the Board upon appropriate application.

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

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

## ARTICLE 11

### ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality consistent with the general welfare of the school district and the community.
- B. Freedom of individual conscience, association, and expression will be encouraged; and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.
- C. Teachers employed by the Board shall be sensitive to the values, morals, creeds, political persuasions, and religious beliefs of their students.

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

## ARTICLE 12

### TEACHER EVALUATION

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

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

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

#### A. Tenure Teachers

1. Tenure teachers shall be evaluated at least once every three (3) years. District-wide elementary and secondary evaluation forms will be used. The principal will discuss with the teachers scheduled for evaluation the evaluation procedure and instrument during the pre-school orientation meetings.
2. Evaluations shall be by the building principal or assistant principal or other full-time administrator responsible for the particular teaching area (including the director of special education, administrative assistant, and curriculum director), and will be completed no later than April 15.

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

3. The final written evaluation, using the district-wide forms, will be given to the teacher by April 15. This shall conform to, and not conflict with, Article 12, Section A 2, paragraph two. A personal interview to discuss this evaluation will be held within five (5) school days of such receipt. At the time of this interview, the evaluation will be signed and returned to the administration. A copy will be furnished to the teacher. In the event that the teacher feels her/his evaluation was incomplete or unjust, the teacher may put her/his objections in writing and have them attached to the evaluation report to be placed in her/his personnel file.

4. The administration shall provide, in writing, recommendations to make necessary improvements, a reasonable time to implement said positive suggestions, and further observations to evaluate the improvement of suggestions to a teacher whose performance has been evaluated as unsatisfactory.
5. Teachers whose services are being considered for termination under provisions of the Tenure Act shall be so advised by a registered letter of notification and statement of charges from the Superintendent. The Association shall receive a copy of such notification. Teachers who are so notified may be suspended with pay, pending a final determination by the Board after completing a hearing as provided in the Tenure Act.

**B. Probationary Teachers**

1. Probationary teachers will be evaluated at least twice per year. District-wide elementary and secondary evaluation forms will be used.
2. Each probationary teacher shall have an experienced, tenured teacher assigned to assist him/her in acclimating to the teaching profession and the school system. The experienced teacher will be from within the same building and, whenever possible, in the same department or grade. All involved parties shall be notified in writing.
3. The final written evaluation, using the district-wide forms, will be given to the teacher by April 15. This shall conform to, and not conflict with Article 12, Section A2, paragraph two. A personal interview to discuss the evaluation will be held within five (5) school days of such receipt. At the time of this interview, the evaluation will be signed and returned to the administration. A copy will be furnished to the teacher. In the event that the teacher feels her/his evaluation was incomplete or unjust, the teacher may put her/his objections in writing and have them attached to the evaluation report to be placed in her/his personnel file.
4. No later than April 15 of each probationary year, a final written evaluation report covering each probationary teacher will be furnished to the Superintendent. A copy shall be furnished to the teacher and the Association, if the teacher requests. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent.

In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefor in writing, with a copy to the Association.

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

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

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

## ARTICLE 13

### PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with the established policies and procedures of the Board and administration. A teacher may refuse to carry out an order which threatens physical safety.
- B. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association and administration shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.
- C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be reported to the offending teacher and the Association. If the Board so requests, the Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.
- D. A teacher shall be entitled to have present a representative of the Association when he/she is being reprimanded to the extent that disciplinary action will result. When a request for such representation is made, no action shall be taken unless a representative of the Association, as well as a representative for the administration, is present. The teacher shall designate such representative within three (3) school days of the notice of the meeting.

## ARTICLE 14

### PROFESSIONAL IMPROVEMENT

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

- A. The Board agrees to provide, upon application and prior approval, the necessary funds for teachers who desire to attend selected professional conferences and meetings. Travel, meals, lodging, and registration fees will be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher to relieve the participant. A teacher attending such conferences and meetings should be granted sufficient leave time to attend, without loss of compensation.
  
- B. Increments: Annual increments will be granted each year in accordance with the salary schedule.
  
- C. The Association and the Board will cooperatively develop after-school courses, workshops, conferences, and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualifications to participate in the presentation of such programs. All teachers desiring to attend shall be encouraged to do so. If a workshop is required, teachers will be paid according to Schedule B-3, provided the workshop is held other than on school time.
  
- D. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference materials in maintaining a high level of professional performance.  
  
In furtherance of that recognition, the Board and Association shall endeavor to provide a teacher reference section in each school and include therein all texts which are reasonably requested by the teachers and approved by the principal of that school.
  
- E. The Board shall provide a copy of "Niles School Board Policy" and a copy of "Ethics of the Education Profession," to be placed in the teacher reference section in each school building.

## ARTICLE 15

### MAINTENANCE OF STANDARDS

All Board policies and administrative rules and regulations not in conflict with this Agreement will remain in effect.

## ARTICLE 16

### REDUCTIONS IN TEACHING PERSONNEL

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

2. Grades 7-8

- (a) Possession of a life, provisional, permanent, professional, or continuing certificate from the State of Michigan for grades K-8 or grades 7-12, and
- (b) A major or minor (or equivalent credit hours) in the specific teaching area to which the teacher is to be assigned, or
- (c) Successful classroom teaching experience for at least one (1) year in the Niles Community Schools in the specific teaching area, or
- (d) Where no teachers possess successful prior classroom teaching experience in the specific teaching area, student teaching experience in the specific teaching area.

3. Grades 9-12

- (a) Possession of a life, provisional, permanent, professional, or continuing certificate from the State of Michigan for grades 7-12, and
- (b) A major or minor (or equivalent credit hours), with a sufficient number of credit hours to meet the requirements of the North Central Association of Secondary Schools and Colleges in the specific teaching area to which the teacher is to be assigned, or
- (c) Successful classroom teaching experience for at least one (1) year in the Niles Community Schools in the specific teaching area, with a sufficient number of credit hours to meet the requirements of the North Central Association, or
- (d) Where no teachers possess prior successful classroom teaching experience in the specific teaching area, student teaching experience in the specific teaching area.

4. Grades K-12

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

5. Special Programs

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

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

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

1. One (1) point per full year of full-time teaching experience with the Board (August - June equals ten (10) months). Part-time teaching and/or less than full-year teaching experience will be prorated.
2. Certification held:
  - (a) Two (2) points for permanent or continuing certificate
  - (b) One (1) point for provisional or professional certificate
3. Points shall be given for the following degrees:

(a) BA+15	1 point
(b) MA	2 points
(c) MA+15	3 points
(d) MA+30 or Specialist	4 points
(e) PhD/ED	5 points

- E. As among those teachers whose qualifications and points are identical, the teacher with the greatest seniority within the district shall be retained or recalled first. Seniority shall commence with the teacher's first day of work for the Niles Community Schools and shall continue to accrue without interruption unless the teacher resigns or is terminated.
- F. Where teachers' qualifications, points, and seniority are identical, the teacher who has the earliest birthday in the calendar year will be retained.
- G. Teachers are responsible for providing to the Board, by no later than October 15 of each year, information concerning additional semester or quarter hours, degrees, or certifications earned during the preceding year if they desire that information to be included in determining their respective qualification points.
- H. The Board shall compile and keep current a qualification point list, and shall provide the Association with a copy of said list prior to December 15. It is expressly understood that the Association president or his/her designee shall, with the Administration, review the layoff list prior to notification of the individuals to be laid off.
- I. Any layoff pursuant to this Agreement shall automatically terminate the individual's employment contract and all monetary benefits allowed, except for insurance benefits. If a teacher is laid off after working any portion of a school year, the teacher will receive insurance coverage for two months from the last working day. Laid-off teachers shall retain seniority, service credit, and all accrued leave days, but shall not continue to accrue additional leave days or service credit while on layoff.
- J. Recall shall be made in person, or if personal contact cannot be made, then notice of recall shall be made by certified mail, return receipt requested, sent to the last address provided to the Superintendent's office by the teacher, or to any agent named by the teacher. In all such cases, the Association shall be notified simultaneously.
- K. Recall shall comply with the State Teacher Tenure Law.

## ARTICLE 17

### CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The parties, therefore, agree that there will be no interruptions during the period of this Agreement.
- B. If weather conditions or other circumstances make it advisable to close the schools for more than a half-day, and if such school closing results in fewer days of school than is required for full state funding, then such lost time shall be made up without additional salary being paid. Teachers will not be required to be in school during such closings. Such make-up days will be added as an extension to the school year in June or any other days as may be mutually acceptable.

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

## ARTICLE 18

### PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. All teachers newly employed shall be given full credit on the salary schedule set forth in Schedule B for full teaching experience or other experience for which credit is allowed, but not to exceed actual years of experience.
  - 1. The Board may grant years of experience credit on the salary schedule to vocationally certified teachers at the rate of one (1) year's credit for each 2,000 hours required for certification and earned by the teacher. This experience credit shall be in effect only while the teacher fills a teaching position requiring the vocational certification for which the credit was granted.
  - 2. Credit for military service, not to exceed two (2) years, will be granted if the military service interrupted teaching.
- C. The salary schedule is based upon the regular school calendar as set forth in Schedule A and the normal teaching load as defined in this Agreement.
- D. Teachers involved in extra duty assignments set forth in Schedules B-1, B-2, and B-3, which are attached and incorporated in this Agreement, shall be compensated in accordance with the provisions thereof.
- E. Mileage shall be granted at the standard IRS rate. A minimum of \$100 will be paid to all teachers who are required to travel from one building to another to carry out their teaching assignment. A teacher shall receive reimbursement for actual miles traveled for a split assignment between Lardner and Senior High. The mileage shall be reimbursed on the basis of the distance from the first assigned building to all subsequent buildings visited in the day, with total mileage ending at the last daily assignment. Accurate records shall be kept during the year if the teacher expects to be paid more than the minimum.

## ARTICLE 19

### SPECIAL TEACHING ASSIGNMENTS

- A. Assignments for credit courses, driver education, and summer school programs will be made by the Board on the basis of preference to teachers regularly employed in the district during the normal school year. No teacher shall be required to work a split shift or to teach less than two (2) hours in any summer school program. Teachers shall be compensated for teaching in any of such programs at not less than their hourly rate, calculated on the basis of the current teaching year. Summer pay will be on the basis of the previous year's salary and calculated on Schedule B-3.
- B. The Board will maintain a list of qualified substitute teachers. Elementary teachers shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability for work. Secondary teachers shall be informed of a telephone number they may call before 6:15 a.m. to report unavailability for work. Such calls should be made the evening before absences if possible. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- C. Supervision by a teacher of a student teacher shall be voluntary, and no teacher shall supervise more than one such student or equivalent teacher simultaneously. The supervising teacher will receive funds paid to the school by the student teacher's school.

ARTICLE 20

TERMINAL LEAVE

- A. In recognition of services to the school district, a terminal leave payment of 1/10 of 1% of the teacher's final base salary per years of service in the district will be paid upon retirement, provided the teacher shall have been employed in the school district for the last ten (10) years.
  
- B. Teachers who have achieved five (5) or more years of continuous active service with the district and who retire under the provisions of the Michigan Public School District Retirement System shall receive, upon retirement, a sum equal to \$10 for each day of unused sick leave which the teacher has accumulated at the time of his/her retirement.

## ARTICLE 21

### STUDENT DISCIPLINE AND TEACHER PROTECTION

Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to relieve the teacher of the responsibilities with respect to such pupil.

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

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

F. The Board shall not recognize any complaint against any teacher by a parent or guardian unless the following procedures are followed:

1. The complaining party shall first attempt to resolve the problem with the teacher involved or, as an alternative, will confer with the building principal. At the request of the principal, the complainants, and/or the teacher involved, the principal shall attempt to arrange a conference between all parties concerned in order to resolve the problem. The principal may decide to discuss the matter with the parties involved separately. In any event, the teacher shall be notified of the problem as soon as practical.
2. Should the problem be placed on the agenda of the Board, the teacher involved shall be furnished a written statement containing the details of the complaint. This written statement shall be provided by the administration in advance of the meeting with the Board to which meeting the parties are invited to attend. The Association shall have the right to be represented.
3. No action under this section shall be taken upon any complaint by a parent or guardian of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file, unless the matter is reported in writing to the teacher concerned within five (5) school days after the principal is aware of the complaint. If any question of professional ethics is involved, the president of the Association shall be notified.

## ARTICLE 22

### TEACHER BENEFITS

#### A. Full-time teachers:

For the duration of this one (1) year agreement, the Board shall pay the premiums for a full twelve (12) months, without cost to the teacher, for Plan A or Plan B of the MESSA-PAK described below subject to the requirements and restrictions of MESSA. The MESSA-PAK shall cover the teacher and his/her entire family. The Board shall sign a Board-participation agreement.

It is agreed to leave the insurance coverage the same for the 1998-99 school year. The parties agreed to have a study committee with Board members, NDEA members, and school administrators during the 1998-99 school year. This committee will review insurance policies, companies, and the cost of insurance.

1. The open enrollment period will be September. The hospitalization insurance becomes effective immediately on the first day of work for all new teachers.
2. After the September enrollment period, new teachers may enroll, but will not be covered by insurance until the first of the month following 30 consecutive calendar days of employment.
3. Dependents may be added at any time, but a new application must be completed. They are subject to the eligibility requirements as set forth by the insurance company.
4. Full MESSA insurance premiums will be paid by the Board for all full-time teachers for a full twelve (12) month period for each year of the agreement and beginning on September 1, 1992.
5. The Board assumes no responsibility for insurance benefits for teachers on unpaid leaves; however, in the case of extended illness, the Board will continue payment of the premium until August 31 or the expiration of sick leave, whichever is the later date.
6. The hospitalization insurance is nonduplicating. Therefore, teachers who have complete hospitalization insurance coverage elsewhere are requested to sign a waiver exempting them from coverage. It is understood that they may be added during the year if their hospitalization needs change, subject to the enrollment procedures set forth in items 1 and 2.
7. Optional benefits may be selected during the open enrollment period, for which the Board agrees to make payroll deductions.
8. All insurance coverage is subject to all rules and regulations as set forth by the insuring

company, which shall have final discretion over eligibility, payment of benefits, etc.; the Board assumes no responsibility for benefits not specifically covered by the insurance company.

9. All full-time teachers and those full-time teachers who have taught a full year and choose to leave the district's employ in June will have insurance coverage through August 31.

Plan A

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

Plan B

Dental: Delta Dental Plan E007 (80/80/80: \$1,300)  
Vision: VSP-3  
Life: \$40,000 negotiated life, with AD&D  
LTD: 66-2/3%; same as Plan A  
Dependent Life: \$2,000 spouse; \$2,000 each eligible child  
Cash: \$50.00 per month or \$50.00 per month annuity; MEA Financial Services, provided via a salary reduction arrangement through a Section 125 Plan as provided below:

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

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

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

B. Less than full-time teachers:

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

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

2. Choose the following package:

Negotiated Life: \$10,000 AD&D

Dental: Delta Dental Plan C 03 (50/50/50: \$1,000)

Vision: VSP-2

Long Term Disability: 50%; 90-calendar-day modified fill;  
\$2,500 monthly maximum

## ARTICLE 23

### SABBATICAL LEAVE

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

## ARTICLE 24

### PROFESSIONAL GRIEVANCE PROCEDURE

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

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

- K. The Association shall furnish a list of all Association committees and representatives of the Association by October 15.

## ARTICLE 25

### NEGOTIATION PROCEDURES

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

## ARTICLE 26

### MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties, and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement, and any individual contract hereinafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect.
- D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers employed by the school system.
- E. When retention or promotion of a K-6 student is in question, a conference with the principal, teacher, parent and/or other appropriate personnel shall be held. Final decision will rest with the administration.
- F. All teachers, as a condition of continued employment, shall either:
  - 1. Sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National and Michigan Education Association), and such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of a given year, or

2. Cause to be paid to the Association a representation fee equivalent to the dues and assessments of the Association (including the National and Michigan Education Association) within sixty (60) days of the commencement of employment. In the event the representation fee shall not be paid, the Board, upon receiving a signed statement from the Association indicating the teacher has failed to comply with this condition, shall immediately notify said teacher his services shall be discontinued at the end of the current year. The refusal of said teacher to contribute fairly to the cost of negotiations and administration of this and subsequent agreements is recognized as just and reasonable cause for termination of employment.
  3. The Association agrees to indemnify and save the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability, including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with this Agreement.
- G. It is understood that the NDEA has the right to appeal any rule, order, or regulation of the Board directly to the office of the Superintendent, who will set up a hearing within seven (7) calendar days. A copy of the Superintendent's disposition of the case will be sent to the Association within seven (7) calendar days. If the Association is not satisfied with the Superintendent's disposition, appeal may be made to the Board of Education within seven (7) calendar days. The Board shall, within fourteen (14) calendar days, meet with the Association and hold an adversary hearing, at which time the Association may present evidence. A copy of the Board's disposition of the case shall be supplied to the Association within seven (7) days after the hearing.
- H. The Board may make direct payroll deposits to banks, savings and loan associations, and other financial institutions having an office in the school district and with which the Board has a written agreement dealing with payroll deposits. Such direct payroll deposits shall be made only on the written request of the teacher.
- I. No teacher shall be granted tenure in position. Tenure granted by the Board shall be teaching tenure only, regardless of assignment.
- J. During the school year, "school" days will mean days when teachers are scheduled to work. During the summer, "school" days will mean days that the Central Office is scheduled to be open for business. The summer schedule for the Central Office will be daily, Monday through Friday, except for the 4th of July holiday and Labor Day.

## ARTICLE 27

### SITE-BASED DECISION MAKING

- A. **Definition:** Site-based decision making is a joint planning and problem-solving process that seeks to improve the delivery of quality education. It is a process through which those individuals responsible for the implementation of a decision at the building level are actively and legitimately involved in making the decision.
- B. **Scope:** Site-based decision making shall not address collectively bargained topics (wages, benefits), employee performance matters established in statute (such as Public Employee Relations Act), or Board policy. Decisions made at the building level will not exceed budgetary limits. The parties will work together to seek funding for building goals.
- C. **Teacher protection:** Any participation in site-based decision making shall be voluntary.
- D. **Compensation:** Teachers selected for the site-based-decision making committee shall receive compensation at the level specified in Schedule B-1.
- Such compensation shall cover committee activities, training, meetings, and other duties connected with the responsibilities of the position.
- E. **Training:** Committee members may receive training in such areas as the site-based decision making process, decision making models, conflict resolution, and goal setting.
- F. **Sub-committees:** Site-based decision making-committees may appoint sub-committees for specific tasks. For time spent beyond the regular work day, sub-committee members shall receive Schedule B-3 workshop rate compensation for any preapproved hours in excess of five (5) hours per month.

## ARTICLE 28

### MENTOR TEACHERS

- A. A Mentor Teacher shall be identified in section 1526 of the School Code and shall perform the duties of a master teacher as specified in the code. The Mentor Teacher shall preferably be a member of the bargaining unit.
- B. Each teacher in her/his first three (3) years of classroom teaching, hereinafter referred to as a mentee, shall be assigned a Mentor Teacher. The Mentor Teacher shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion.
- C. In the event that a teacher is chosen as the Mentor Teacher, the following conditions shall apply:
1. Subsequent participation as a Mentor Teacher shall be voluntary.
  2. Effort will be made to match Mentor Teachers and mentees who work in the same building and have the same area of certification.
  3. The Mentor Teacher assignment shall be for one (1) school year, subject to review by the Mentor Teacher, the mentee, and the principal after four (4) months. The mentoring assignment will be changed upon mutual request or will be considered for change at the request of either party. The appointment may be renewed in succeeding years.
- D. Because the purpose of the Mentor Teacher is to help acclimate the teacher and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree:
1. That the relationship shall not, in any fashion, be a matter included in the evaluation of either teacher.
  2. Neither the mentor nor the mentee shall be permitted to participate in any matter related to the evaluation or supervision of the other.
- E. Whenever possible, the Mentor Teacher and the mentee shall be assigned the same preparation time.

- F. Mentor Teachers shall be compensated for the extra responsibilities as established in Schedule B-1.
  
- G. Mentor Teachers shall be provided with training and assistance as deemed necessary by the administration to aid in the success of the mentoring relationship. Assigned mentor training activities outside the work day or school year that exceed eight (8) hours per year shall be compensated at the Schedule B-3 workshop rate.

DURATION OF AGREEMENT

This agreement shall be effective July 1, 1998, and shall continue in effect until the 30th day of June, 1999. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. It may be reopened only by mutual consent.

ASSOCIATION

BOARD

By \_\_\_\_\_  
NDEA President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
5-CEA Bargainer

By \_\_\_\_\_  
Superintendent

Dated this \_\_\_\_\_ day of September, 1998

SCHEDULE A  
CALENDAR FOR SCHOOL YEAR 1998-99

August 21, 1998	New Teacher Inservice
August 24, 1998	Teacher Inservice
August 25, 1998	First Day of Class (1/2 Day for Students)
September 7, 1998	Labor Day
October 14, 15, 1998	RL Conferences (1/2 day for students)
October 15, 1998	Secondary Conferences (1/2 Day for students)
October 16, 1998	Secondary Conferences 1/2 Day Comp time
October 20, 1998	Teacher Inservice
November 3, 4, 5, 6, 1998	Elementary 1/2 Days (Conferences, 1/2 Day Comp Time)
November 26-27, 1998	Thanksgiving Break (begins 11/25, half-day)
December 21, 1998	First Day of Winter Break
January 4, 1999	Teachers/Students in Class
January 12, 1999	NHS 1/2 Day for Students
January 13, 14, 15, 1999	End of Semester, Secondary 1/2 days
January 15, 1999	End of Semester, Elementary 1/2 day
January 18, 1999	Teacher Inservice
March 4, 5, 1999	RL Conferences (1/2 day for students)
March 4, 1999	NHS Conferences (1/2 day for students)
March 5, 1999	NHS 1/2 Day (Comp time for Second Semester Conferences)
March 8, 1999	Teacher Inservice
March 29, 30, 31, April 1	Elementary 1/2 Days (Conferences, 1/2 day Comp time)
April 2, 1999	Good Friday 1/2 day
April 5-9, 1999	Spring Break
May 27, 1999	NHS 1/2 Day for Students
May 28, 1999	Secondary 1/2 Day
May 31, 1999	Memorial Day
June 1, 1999	Half-day All Students
June 2, 1999	Last Day Teachers (1/2 Day Students)
June 3-?, 1999	Make-up Days, if any required

There will be a floating teacher inservice day that will be scheduled after the Michigan Educational Assessment Program results are received.

Secondary Site-Based Decision Making Teams will set the second semester conference times.

SCHEDULE B  
NILES COMMUNITY SCHOOLS

98-99 Teacher Salary Schedule

Old Step	New Step	B A				MA or 45 Hours		MA + 15		MA + 30		C A R E E R			
		Index	Degree Dollars	BA + 15 Index	BA + 15 Dollars	Index	Dollars	Index	Dollars	Index	Dollars	MA + 15 Index	MA + 15 Dollars	MA + 30 Index	MA + 30 Dollars
	1														
	2														
3	1	110	\$27,836	115	\$29,101	125	\$31,631	130	\$32,897	135	\$34,162	135	\$34,162	150	\$37,958
		112.5	\$28,468	117.5	\$29,733	127.5	\$32,264	132.5	\$33,529	137.5	\$34,794	137.5	\$34,794	152.5	\$38,590
4	2	115	\$29,101	120	\$30,366	130	\$32,897	135	\$34,162	140	\$35,427	140	\$35,427	155	\$39,223
		117.5	\$29,733	122.5	\$30,999	132.5	\$33,529	137.5	\$34,794	142.5	\$36,060	142.5	\$36,060	157.5	\$39,855
5	3	120	\$30,366	125	\$31,631	135	\$34,162	140	\$35,427	145	\$36,692	145	\$36,692	160	\$40,488
		122.5	\$30,999	127.5	\$32,264	137.5	\$34,794	142.5	\$36,060	147.5	\$37,325	147.5	\$37,325	162.5	\$41,121
6	4	125	\$31,631	130	\$32,897	140	\$35,427	145	\$36,692	150	\$37,958	150	\$37,958	165	\$41,753
		127.5	\$32,264	132.5	\$33,529	142.5	\$36,060	147.5	\$37,325	152.5	\$38,590	152.5	\$38,590	167.5	\$42,386
7	5	130	\$32,897	135	\$34,162	145	\$36,692	150	\$37,958	155	\$39,223	155	\$39,223	170	\$43,019
		132.5	\$33,529	137.5	\$34,794	147.5	\$37,325	152.5	\$38,590	157.5	\$39,855	157.5	\$39,855	172.5	\$43,651
8	6	135	\$34,162	140	\$35,427	150	\$37,958	155	\$39,223	160	\$40,488	160	\$40,488	175	\$44,284
		137.5	\$34,794	142.5	\$36,060	152.5	\$38,590	157.5	\$39,855	162.5	\$41,121	162.5	\$41,121	177.5	\$44,916
9	7	140	\$35,427	145	\$36,692	155	\$39,223	160	\$40,488	165	\$41,753	165	\$41,753	180	\$45,549
		142.5	\$36,060	147.5	\$37,325	157.5	\$39,855	162.5	\$41,121	167.5	\$42,386	167.5	\$42,386	182.5	\$46,182
10	8	145	\$36,692	150	\$37,958	160	\$40,488	165	\$41,753	170	\$43,019	170	\$43,019	185	\$46,814
		147.5	\$37,325	152.5	\$38,590	162.5	\$41,121	167.5	\$42,386	172.5	\$43,651	172.5	\$43,651	187.5	\$47,447
11	9	150	\$37,958	155	\$39,223	165	\$41,753	170	\$43,019	175	\$44,284	175	\$44,284	190	\$48,080
		152.5	\$38,590	157.5	\$39,855	167.5	\$42,386	172.5	\$43,651	177.5	\$44,916	177.5	\$44,916	192.5	\$48,712
12	10	155	\$39,223	160	\$40,488	170	\$43,019	175	\$44,284	180	\$45,549	180	\$45,549	195	\$49,345
						172.5	\$43,651	177.5	\$44,916	182.5	\$46,182	182.5	\$46,182	197.5	\$49,977
						175	\$44,284	180	\$45,549	185	\$46,814	185	\$46,814	200	\$50,610
						177.5	\$44,916	182.5	\$46,182	187.5	\$47,447	187.5	\$47,447	202.5	\$51,243
						180	\$45,549	185	\$46,814	190	\$48,080	190	\$48,080	205	\$51,875

- (a) All hours to be considered for any pay level beyond the B.A. Degree must be graduate hours unless such hours are taken at the direction or mandate of the administration.
- (b) "or 45 Hours" means that approval of such hours in lieu of the M.A. Degree may be accepted.
- (c) Any teacher that was placed on the salary schedule with workshop-type credits prior to July 1, 1994, shall continue to be credited for such credits.
- (d) Current Step One (1) and Step Two (2) teachers would move to Step Three (3) on the old salary schedule.

SCHEDULE B-1

ADDITIONAL COMPENSATION FOR EXTRA DUTIES

	Percentage of Base
<u>Senior High School</u>	
Band	15
Class Sponsors	
Freshman	3
Sophomore	3
Junior	4
Senior	4
Club Sponsors - Interest/Activity (B.S.A., French, German, Photography, Spanish, etc.)	2
Club Sponsors - Service/Competition (S.A.D.D., National Honor Society, Future Problem Solving Club, D.E.C.A., V.I.C.A., Science, Math, Quiz Team, Art, etc.)	3
N Club	6
Pompom Vikettes	4
School Paper Sponsor	3
Student Council Advisor	10
Tattler	20
Technical Director and Stage Manager	8
Ushers' Club	8
Vocal Music (includes musical)	20
Musical Assistant Director	10
Intramural Director	To be determined
<u>Junior High School</u>	
Athletic Coordinator	10
Band	6
Club Sponsors - Math, Science, F.T.A., etc.	2
School Paper Sponsor	1/3 per issue
Student Council	5
Vocal Music	4-6
Yearbook	4-8

(continued)	Percentage of Base
<u>Elementary</u> Safety Patrol Student Council Teacher in Charge Elementary Clubs	6 6 6 2
Mentor Teacher Department Chairperson Fewer than 4 in department 4 or more in department Area Curriculum Specialists Coordinator of Subject Area  Site-Based Decision Making Committee  Curriculum Committee Work  Piloting  Workshop/Summer Institute Facilitator, 4% of base per week worked (may be prorated for days worked).	2% of base  4% of teaching salary 5% of teaching salary 2-5% of teaching salary 2-5% of teaching salary  2% of base  Release time and/or workshop rate Release Time and/or workshop rate  4% of base per week worked
<p>NOTE:       The percentage shall increase at least 1% each year to the maximum, provided performance has been satisfactory and the size of the responsibility justifies such increase, as determined by the building principal.</p> <p>              There is no tenure in any of the above assignments. The indicated pay is applicable only if teachers are assigned to the positions.</p> <p>              New clubs, organizations, or coaching positions will be assigned a percentage consistent with like positions described in the Schedule B portion of the contract and discussed at contract review.</p>	

SCHEDULE B-2

COACHES' SALARY PERCENTAGES

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

Head coaching salaries are computed on B.A. schedule, steps one (1) through six (6), according to coaching experience in the particular sport. There is no tenure in athletic coaches' assignments. Pay is applicable only if teachers are assigned to the positions.

A maximum of five (5) years' credit outside Niles may be allowed, provided however, said experience is from a school comparable to Niles. Allowable

experience shall be Senior High School experience in the specific sport and in the coaching position.

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

### SCHEDULE B-3

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

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

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

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

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

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

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

Substitute for a teacher during conference period - .05% of annual teaching salary per class at the secondary and per hour at the elementary.

- D. The daily salary of a teacher is calculated by dividing his contractual base salary by the contractual period of 190 days. Any hourly proration will be based on six and two-thirds (6-2/3) hours per day.

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

- F. Changes in education and teaching strategies make it difficult to specify class size and loads. Individualization, multi-level, team teaching, and open classrooms are a few of the situations in which class groupings are flexible and vary greatly. Class loads will be kept within reasonable limits. A reasonable number for K-3 is 28; and for 4-6, 31; in homerooms. Only at the beginning of the school year, class size could possibly exceed the maximum overload. Within ten (10) days after the beginning of the school year the affected teachers shall meet concerning each overload. A remedy will be put into effect within the next ten (10) days. Teachers with an overload exceeding the contractual K-3 limits of 28 or the 4-6 limits of 31 shall have the choice of money or aide time for the first two overloads, and money only for any overloads over two

(2). Money will be paid for the full six-week period at a rate of \$200 per student per year. Aide time will be allowed at one (1) hour per day per student. Adjustments will consider the use of aides, extra pay, and other arrangements determined by the above-mentioned group. Aide time will be allowed at the rate of one (1) hour per day for each student over the limits. If the pay option is selected, pay will be at the rate of \$200 per student. Overloads will be computed as an average for each of the six (6) periods, as determined by the attendance records maintained at each school.

G. On the tenth (10th) school day of a marking period a class count will be taken and recorded. The counts for each marking period will be averaged, and the average number of students will determine the overload payment. Pay is at the rate of \$200 per student overload for the entire year. Overload payments will be calculated and paid at the end of the school year. Payment for a secondary extra class assignment shall be paid for at the rate of one-sixth ( $1/6$ ) of the individual base salary.

H. A special education teacher shall receive an additional five (5) percent of the salary schedule base if employed prior to the 1972-73 school year. Special education teachers on the Career Schedule shall not receive the extra five (5) percent of the salary schedule base.

SCHEDULE C

PROFESSIONAL GRIEVANCE REPORT

School District: \_\_\_\_\_ Grievance Number: \_\_\_\_\_

School: \_\_\_\_\_ Date of Violation: \_\_\_\_\_

Date of Grievance: \_\_\_\_\_

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

STATEMENT OF GRIEVANCE:

REMEDY REQUESTED:

Approved for Processing:

\_\_\_\_\_

Date: \_\_\_\_\_

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

Principal's Disposition:

Date: \_\_\_\_\_

Association's Disposition:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Principal

Satisfactory \_\_\_\_\_

Unsatisfactory \_\_\_\_\_

Superintendent's Disposition:

Date: \_\_\_\_\_

Association's Disposition:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

Satisfactory \_\_\_\_\_

Unsatisfactory \_\_\_\_\_

## SCHEDULE D

### CAREER SCHEDULE AND POLICIES

#### Section 1 - Master's Degree Plus Fifteen Hours

Any tenure teacher may apply through her/his building principal to be placed on the Master's Degree plus Fifteen Hours Career Schedule if he has evidence of the following credits beyond the Master's Degree prior to the semester in which he applies.

Elementary teachers: 10 hours in a balance of the subjects being taught in the elementary program.

Secondary teachers: 10 hours must be in the subject area being taught.

#### Section 2 - Master's Degree Plus Thirty Hours

Any tenure teacher may apply through his building principal to be placed on the Master's Degree plus Thirty Hours Career Schedule if he has evidence of the following credits beyond the Master's Degree prior to the semester in which he applies.

Elementary teachers: 20 hours in a balance of the subjects being taught in the elementary program.

Secondary teachers: 20 hours must be in the subject area being taught.

#### Section 3 - Evaluation by a Career Schedule Credit Approval Committee

A Career Credit Committee shall be appointed each year through the mutual planning of the administration and the president of the Association for the purpose of evaluating and approving the proposed and completed hours for career schedule placement.

This committee shall consist of two central office administrators, the principal or principals of the teacher whose credits are being evaluated for approval, and no less than five (5) teachers who are already on the career schedule. Such appointments shall vary from time to time in accordance with the professional knowledge of the applicant.

Any applicant who has the necessary hours of credit in accordance with Sections 1 or 2 of this Article shall be placed on the appropriate career schedule by a majority of favorable votes, provided at least six (6) voting members of the Career Schedule Credit Committee are present.

#### Section 4 - Action Upon Applications and Placement

Placement on a career schedule shall become effective at the beginning of the semester in which the applicant applies and is qualified.

#### Section 5 - Advanced Approval of Courses

The Career Schedule Committee shall be called into session as often as necessary to act upon requests for advance approval for courses which are to be applied to career schedule requirements. Such approval shall be as described in Section 3.

#### Section 6 - Meeting Dates

The Career Schedule Committee will meet three times a year to coincide with the beginning of terms or semesters. Applicants are to have appropriate material to the secretary of the committee (Assistant Superintendent) at least two (2) weeks prior to the meeting date.

#### Section 7 - Hours to be Considered

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

#### Section 8 - Nonacademic Credit

Only 20% of hours for career schedule shall be for travel or related experiences.

#### Section 9 - Transcripts

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

# Family and Medical Leave Act of 1993

## FMLA Summary

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

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

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

## Reasons for Taking Leave . . .

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

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

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

## Advance Notice and Medical Certification . . .

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

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

## Intermittent or Reduced Leave . . .

- An employee may take intermittent leave or may work a reduced leave schedule to reduce the usual number of hours per day or work week.
- Intermittent or reduced leave schedules are subject to employer approval unless medically necessary.

## Job and Benefits Protection. . .

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

## Medical Insurance Coverage. . .

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

## Unlawful Acts by Employers. . .

FMLA makes it unlawful for any employer to:

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

unlawful by FMLA; and,

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

## Miscellaneous Provisions. . .

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

## FMLA Does Not. . .

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

## **Enforcement . .**

- The Secretary of Labor is authorized to investigate and attempt to resolve complaints of violations, and may bring an action against an employer in any federal or state court of law.
- FMLA's enforcement procedures parallel those of the federal Fair Labor Standards Act. The FMLA will be enforced by the department's Wage and Hour Division.
- An eligible employee may bring a civil action against an employer for violations.
- Employers who act in good faith and have reasonable grounds to believe their actions did not violate FMLA may have any damages reduced to actual damages at the discretion of a judge.

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

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