

**2022-2024**

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**NILES COMMUNITY SCHOOLS**

**and**

**NILES DISTRICT EDUCATION ASSOCIATION**

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## **ARTICLE 1**

### **PURPOSE AND RECOGNITION**

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

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

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

- A. The Employer, on its behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities to manage, direct, and control the School District, as conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States or as normally reserved and exercised by employers, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities;
  2. To manage and direct the working forces, including the right to hire, promote, suspend, discharge and demote employees; transfer employees; assign work to employees; determine the size of the work force and to lay off employees; said rights shall be in accordance with applicable state and federal laws and shall not conflict with the express provisions of this Agreement;
  3. To determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, including the institution of new and/or improved methods or changes therein;
  4. To determine the qualifications of employees;
  5. To determine the number and location or relocation of its facilities, including the establishment or relocation of schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities;
  6. To determine all financial and educational policies;

7. To determine the size of the management organization, its functions, authority, amount of supervision, and table of organization;
  8. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Employer;
  9. To decide upon the goals and objectives of instruction, and to make the selection of textbooks and other teaching materials, and various teaching aids;
  10. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of Bargaining Unit Members and other employees with respect thereto, and non-teaching activities within the scheduled hours of employment, and the terms and conditions of employment.
- B.** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement, and then only to the extent such express terms thereof are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and laws of the United States. Nothing within this Agreement shall abrogate or limit any right given the Employer under the laws of the State of Michigan, the Constitution, or the laws of the United States.

### **ARTICLE 3**

#### **PAYROLL DEDUCTIONS**

- A.** Payroll deductions shall be available for the following:
1. Optional benefits from MEA, NEA, MESSA, and MEA Financial Services.
  2. Honor Credit Union, United Federal Credit Union, and any other local institution within the limits of the payroll system.
  3. Tax sheltered annuities shall be deducted within the limits of the payroll system and shall be administered by a Third Party Administrator, after compliance with all laws and administrative rules.
  4. United Way deductions to be made November through August, inclusive.
- B.** All deductions as mandated by law shall automatically be made from each paycheck.

## ARTICLE 4

### BARGAINING UNIT MEMBER RESPONSIBILITIES AND WORKING CONDITIONS

- A. General Professional Duties.** Each Bargaining Unit Member shall, to the extent required for the proper discharge of his/her professional obligations, participate in faculty, departmental and curriculum meetings; school-year professional development; Parent-Teacher organizations; parent-teacher and student-led conferences; and such other professional activities as may reasonably be required.
- B. General Competence.** In addition to the normal job requirements, Bargaining Unit Members shall maintain such levels of professional competence as may be required to successfully discharge their professional responsibilities, which are within the scope of their certification and qualifications. The standards of competence shall minimally be consistent with criteria developed under the Teachers' Tenure Act, the Revised School Code, and the Board's performance evaluation system.

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

- C. Work Load.** It is the goal of the parties that similarly situated Bargaining Unit Members shall have substantially equal workloads. However, it is recognized that the professional workload and effort of each Bargaining Unit Member cannot be precisely measured and some variation may exist.

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

When possible, IEP meetings will be scheduled during the staff day. Those Bargaining Unit Members who are classroom teachers and attend more than Three (3) after-hours IEPs in a month shall be compensated at an hourly rate as calculated in Schedule A, A.1. For general education teachers who exceed Four (4) IEPs in a month they shall receive Twenty Five Dollars (\$25) per hour. The administration must authorize in writing, in advance, any excess time for which the hourly rate will be paid.

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

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

- D. Preparation for Professional Assignments.** Adequate prior preparation for a professional assignment is essential. Such preparation includes the development of lesson plans, teaching aids or such other materials as may be necessary for the planning, preparation, presentation and review of the instruction to be presented by the Bargaining Unit Member or as may be required in the absence of such Bargaining Unit Member; lesson plans, teaching aids, and other related material shall be available for review. Bargaining Unit Members will know their assignments and shall plan their school day to best meet the needs of the assignments. The District shall notify Bargaining Unit Members in writing of their expected assignment (building, grade level, and specific courses) for the following school year by the last teachers' day of the current school year if change is anticipated. If no notice is given, the teacher should assume status quo. The District shall provide reasonable assistance in the transition if requested by the affected Bargaining Unit Member.

If personnel conflicts arise in the team teaching situation, the teachers shall professionally strive to resolve them. If the teachers cannot resolve the issues, they have the right to ask the administration for assistance. The administration shall make a reasonable effort to seek input from both teachers when creating co-teaching or blended course situations. Administration shall seek input from co-teachers whenever addressing team teaching situations. Nothing herein is intended to address or impair the District's right of teacher placement contained in §15 of the Public Employment Relations Act.

- E. Performance of Professional Assignments.** In performing their professional assignments, Bargaining Unit Members:

1. Shall seek to educate young people in the democratic tradition to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality consistent with the general welfare of the school district and the community. Shall not without just cause deny the student access to varying points of view nor deliberately suppress or distort subject matter for which the Bargaining Unit Member bears responsibility. Shall be sensitive to the values, morals, creeds, political persuasions, and religious beliefs of their students. Tolerance for appropriate expression of variance regarding the above shall be the classroom norm.



2. Shall maintain such order and discipline during the conduct of instruction as shall be necessary to provide a suitable learning environment. Freedom of individual conscience, association, and expression will be encouraged; and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.
3. Shall refrain from engaging in outside activities which materially interfere with the performance of his/her professional assignments, and affect the Bargaining Unit Member's fitness to teach.
4. Shall be present and prepared to perform professional assignments at the established time and place. Bargaining Unit Members will report tardiness or absence using the system established by the employer. The Employer shall notify the Association and its members of any changes to the procedure.

**F. Prep Time.** Bargaining Unit Members, excluding enrichment teachers, shall have a minimum of 225 minutes per week of prep time, which shall be as evenly distributed throughout the week as possible in light of individual building schedules. Enrichment teachers shall have a minimum of 180 minutes per week of prep time. Examples of enrichment teachers include, but are not limited to, physical education, music, band, etc.

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

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

1. Prep time at the various levels shall be during the student day and shall include:
  - a. Grades K-6: From the 225 minutes per week there may be at least one 45 minute weekly grade level team meeting, and at least one weekly team meeting per month may be scheduled with the principal.
  - b. Middle School: Prep time will normally be one class period per day equal to one period in a normal student day, not to exceed Sixty (60) minutes.
  - c. High School: Prep time will normally be one class period per day equal to one period in a normal student day, not to exceed Sixty (60) minutes.

Should a Bargaining Unit Member be assigned teaching or student supervision duties during prep time (excluding official state testing), the Bargaining Unit Member shall be paid a pro rated portion of their hourly rate as listed in Schedule A, A.1.

Special education teachers administering state testing beyond scheduled state testing days, will be paid a pro-rated portion of their hourly rate for missed prep time.

**G. Before and After School Supervision.** Bargaining Unit Members shall report to their assigned area for student supervision during those times before and after school which is "on-duty" time. If students or parents request additional time with the Bargaining Unit Member, Bargaining Unit Members will make every reasonable effort to assume this professional obligation.

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

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

1. In overload situations where the FTE exceeds the target teaching loads, the District will further strive for the following:

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

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

2. K-6 overloads will be determined by the teaching load per teacher, not grade level, team or department. Enrichment classes shall be considered exceptions from the regular teaching load agreement. Examples of enrichment classes would be physical education, music, accelerated reader, etc.

3. 7-12 overloads will be determined by the teaching load per teacher, not grade level, team or department. Secondary activities classes shall be considered exceptions from the regular classroom teaching load agreement. Examples of activities type classes would be physical education, music, accelerated reader, etc.

4. Teaching load student FTE shall be counted on the Sixteenth (16<sup>th</sup>) school day of the first Semester, and thereafter on the Tenth (10<sup>th</sup>) school day of each marking period. If the FTE exceeds the maximum teaching load targets listed above, the principal will inform the teacher that he/she is in overload. Within Five (5) days of being alerted to the overload, the principal, teacher and the Association representative will meet to discuss ways of decreasing the overload. If the adjustment fails to alleviate the overload, or no adjustment may be made, the teacher may choose a stipend or the use of an aide as detailed below.

5. Should teaching loads exceed the targets listed above, the teacher may choose to receive a stipend or may opt for the use of an aide; the teacher's initial decision is binding for the entire semester. The FTE counts for each marking period will be averaged, and the average FTE count will determine the amount of the overload stipend or the amount of hours of aide assistance. Those choosing the stipend will receive a stipend of Four Hundred Dollars (\$400) per semester times the FTE in excess of the target teaching loads listed above. Those choosing the assistance of an aide will receive one hour of assistance per day from an aide per FTE (rounded to the nearest whole FTE) in excess of the target teaching loads listed above.

- J. Supplies and Equipment.** The Board, in accordance with Board rights and applicable laws, will provide the necessary teaching tools, tests, equipment, and supplies and materials aligned with the current board approved curriculum. To ensure the effectiveness of educational programs, the Board will endeavor to provide equity in buildings and grade levels prescribed by the Board. If the NDEA leadership believes there are inequities, they should bring it to the attention of the Superintendent. If not satisfactorily resolved, the NDEA can appeal to the Board within 30 days.
- K. Facilities.** The Board shall make every reasonable effort to provide in each building adequate lunchroom, rest room, and lavatory facilities, at least one room, appropriately furnished, which shall be reserved for use as a faculty room. Provision for such facilities will be made in all future buildings. The Board shall provide a space for lactation. The space may be created using partitions or other means.
- L. Parking.** The Board shall make every reasonable effort to provide adequate off-street paved, lighted parking facilities, protected against vandalism and properly maintained, for teacher use. The above shall not imply any liability on the part of the Board.
- M. Special Programs.** Special programs (including, but not limited to, Northside, Southside, and Cedar Lane) may require special scheduling changes from those listed elsewhere in this Article. Special scheduling for programs at those buildings or programs will be developed by the Administration after consultation with effected Bargaining Unit Members.
- N. Student Activity or Extra Duty Assignments.** A Bargaining Unit Member shall not have tenure in any student activity or extra duty assignment. However, he or she has a reasonable assurance that he or she will hold the same position the following school year unless informed by administration on or before June 30<sup>th</sup>. A student activity may be performed by a non-bargaining unit volunteer or employee.
- O. Rescheduling of Work Days.** The parties recognize that adverse weather conditions, mechanical failures, civil disorders, communicable diseases or other circumstances beyond the control of the Employer may require the cancellation, dismissal and rescheduling of

classes. The Employer shall have the right to reschedule canceled days and hours of pupil instruction in the following manner:

1. In order to ensure that there are a minimum number of days and hours of student instruction as prescribed by the Revised School Code, Federal law, and the State School Aid Act to enable the Employer to receive full pupil membership allowances and categorical appropriations, absent an alternative rescheduling arrangement approved by the Employer and the Association, all days and hours not made up on records day or contingency days shall be rescheduled on the first day after the regularly scheduled final day of pupil instruction of the school year, as designated on the school calendar. The balance of the school calendar, including all Bargaining Unit Member workdays, shall be adjusted accordingly so that all work days on the calendar are fulfilled. Bargaining Unit Members will receive their regular pay for days and hours that are canceled but shall work the rescheduled days and/or hours without additional compensation.
2. Each state mandated rescheduled day shall be a Half day (1/2) of rescheduled classes unless the canceled day needs to be a full day to meet state day and hourly requirements.
3. When a school day is canceled Bargaining Unit Members will not be required to report to work, subject to the rescheduling provisions.

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

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

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

"Service date" for new hires is when the employee meets with the superintendent. If two or more employees have the same service date, their position on the seniority list will be determined by drawing of lots in the presence of designated Employer and Association

officials. Termination of service shall constitute a break in service. Service date do not include meetings for extra-curricular assignments.

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

- R. Rules and Regulations.** Bargaining Unit Members shall be responsible for the enforcement of the rules and regulations of the Employer as part of their professional duties. A Bargaining Unit Member shall assist in the enforcement of such rules and regulations of the Employer as may be from time to time promulgated and shall comply with all applicable laws, regulations, policies and directives which are not contrary to law or to the terms of this Agreement.
- S. Safety of Students.** A Bargaining Unit Member shall make every reasonable effort to protect students from conditions harmful to health or safety. Reasonable effort shall include, but is not limited to, promptly notifying the administration of any defective condition in the physical facilities of the District which may reasonably cause injury to persons or property.
- T. False Official Statements.** A Bargaining Unit Member shall not knowingly withhold or misrepresent material information concerning the Bargaining Unit Member's professional qualifications, the discharge of the Bargaining Unit Member's professional duties, or the eligibility of the Bargaining Unit Member to receive any benefits from the Employer.
- U. Professional Relationships.** All Bargaining Unit Members shall absolutely refrain from discriminating against any other employee, student, parent, or citizen by reason of the participation or non-participation, or the support or non-support of such person of any activity of the NDEA, MEA or NEA. Mutual professional respect among teachers and administrators will guide in-building practices subject to Board policy. As such, intimidation and harassment as defined in Board policy shall not be an acceptable practice.
- V. Mileage.** A Bargaining Unit Member may be required to use his/her motor vehicle to discharge his/her duties and if so required shall be reimbursed at IRS rate then in effect. Bargaining Unit Members shall submit claims for mileage reimbursement monthly. The Employer will not be obligated to pay late reimbursement claims. Travel schedules of itinerant staff are subject to administrative approval.
- W. Medication.** Bargaining Unit Members shall not be required to perform medical procedures or give medications on a regular basis. The district shall endeavor to encourage a parent of a medically fragile student to attend field trips and perform any necessary treatment. Absent a parents attendance the district will send a trained adult along. It is recognized by all parties that in extenuating situations a Bargaining Unit Member may need to provide necessary treatment.

## ARTICLE 5

### ASSOCIATION AND BARGAINING UNIT MEMBER RIGHTS

- A.** Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that

every Bargaining Unit Member shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation, and in other concerted activities not prohibited by law, for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any Bargaining Unit Member in the employment of any rights conferred by the Act or other laws of Michigan and the United States or the Constitutions of Michigan and the United States; that it will not discriminate against any Bargaining Unit Member with respect to hours, wages, or any terms or conditions of employment by reason of her/his membership in the Association, her/his participation in any activities of the Association or collective professional negotiations with the Board, or her/his institution of any grievance, complaint, or proceeding under this Agreement with respect to any terms or conditions of employment. The Association agrees not to discriminate against nonmembers.

- B.** Nothing contained herein shall be construed to deny or restrict to any Bargaining Unit Member rights he may have under state and federal laws and regulations. The rights granted to Bargaining Unit Members hereunder shall be deemed to be in addition to those provided elsewhere.
- C.** Except for meetings between the parties or at the request of the Administration, the Association and its representatives shall have the right to use school buildings only outside of scheduled work hours for meetings, provided that when special custodial service is required the Board may make a reasonable charge therefore. No charge shall be made for use of school facilities except on Saturday or Sunday, and only in the same manner as the Board schedules and charges for such facilities for other groups.
- D.** Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business with Bargaining Unit Members on school property, provided that such business is conducted at times outside of scheduled work hours. However, building usage requests shall be made to the principal, or his/her designee, to avoid scheduling conflicts. Association representatives shall report to the school building office and advise the secretary of their presence in the building during the student day.

General Association meetings and/or building Association meetings shall not be held during the Fifteen (15) minutes prior to the student day or the Fifteen (15) minutes immediately following the student day unless the meetings are held before or after building staff meetings called by the building principal.

- E.** The Association shall have the right to use school facilities and equipment, including duplicating equipment, computers, printers, fax machines, and all types of audiovisual equipment at reasonable times, when use of such equipment does not interfere with the operation of the employer and provided that such business is conducted outside of scheduled work hours. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. A telephone shall be available for Association use and shall be located in a building specified by the Association President.

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

Nothing herein shall be used for any purpose prohibited by law

- F. The Association shall have the right to post bipartisan notices of its activities and matters of Association concern on Bargaining Unit Member 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, when requested all available information concerning the financial resources of the district, including, but not limited to: published annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations, monthly manifests of bills, agendas and published minutes of all Board meetings and treasurer's report. The board will furnish to the Association updated census and membership data, names and addresses of all Bargaining Unit Members upon request and as allowed by law. The Association shall pay the reasonable costs of producing the information over One Hundred Dollars (\$100).
- H. At least three days in advance of any regular Board meeting, the Superintendent or designee shall notify the Association President(s) regarding items the Superintendent knows the Board is scheduled to address at the upcoming regular Board meeting. Upon request, the Superintendent or designee shall meet with the Association President prior to the regular Board meeting to discuss any pertinent issues.
- I. Bargaining Unit Members shall be entitled to full rights of citizenship; and no religious or political activities of any Bargaining Unit Member, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such Bargaining Unit Member.
- 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, gender, disability, marital status, or sexual orientation.

Any questions concerning Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin; inquiries related to Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex; questions concerning Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability, should be directed to the appropriate personnel as specified in Board policy and employee handbooks.

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

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

- L. Prior to an investigatory meeting, the subject teacher will be informed by administration of his or her option to have the presence of another employee or union representative at the meeting. If the subject teacher or administration requests the presence of another employee or a union representative, the request shall be granted.

**M.** The following shall apply to student discipline and teacher protection related to student discipline:

1. A Bargaining Unit Member is authorized to immediately remove and suspend a student from a class, subject, or activity for up to one day when the student's behavior interferes with the Bargaining Unit Member's ability to effectively teach or manage a class, subject, or activity (Revised Code amended 1999; MCLA 380.1309 and PA 15 of 2018). Final disposition of the case will be communicated to the Bargaining Unit Member within the bounds of the Family Educational Rights and Privacy Act.
2. To maintain a safe and secure environment, a student who threatened or committed a physical assault shall, upon request of the teacher, be immediately removed from the classroom for the purposes of de-escalation unless the removal is prohibited by law. After consultation with the offended teacher, the student may return to class, may continue the day in another classroom, or may be sent home. If consultation cannot occur, the student will be sent home. On the date of the student's return to the classroom or related arts period, the teacher and administrator will meet with the student to discuss the behavior, interventions, and consequences.
3. A Bargaining Unit Member shall report a suspected assault to the immediate supervisor and he/she may contact a union representative. Any Bargaining Unit Member who has been the victim of assault has the right to contact law enforcement without fear of retaliation by the district.
4. Time lost by a Bargaining Unit Member in connection with a physical assault, which occurs prior to the time Workers Compensation would begin shall not be charged against the teacher if the teacher is finally determined not to be at fault.
5. If assaulted while on duty for the school district, the Board will reimburse up to a maximum amount of Three Hundred Seventy Five Dollars (\$375), a Bargaining Unit Member for any losses, damage, or destruction of clothing or personal property of the Bargaining Unit Member, 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. Upon request, an assaulted Bargaining Unit Member may be excused from their professional duties for the remainder of the day and/or the following day to recover from the assault without deduction from their accumulated sick leave.

**N.** The complaining party shall have first attempted to resolve the problem with the staff member involved, or as an alternative, will confer with the building principal. The teacher will be notified as soon as possible about the complaint. At the request of any of the parties involved, (parent, teacher, administrator) a conference shall be arranged between all the parties concerned in an attempt to resolve the problem.



## ARTICLE 6

### COMPENSATION AND BENEFITS

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

1. A Bargaining Unit Member shall be eligible to advance to the next step or lane on the salary schedule provided that the Bargaining Unit Member shall have rendered professional services for at least One Hundred Twenty (120) days of the Bargaining Unit Member work days in that school year (unless otherwise required by law).
2. To the extent allowed by law, Bargaining Unit Members shall be paid on a Twenty Six (26) pay schedule via direct deposit. Bargaining Unit Members shall execute all necessary waivers, releases, and/or forms to effectuate the Twenty Six (26) pay schedule via direct deposit. However, in order to prevent a disruption in pay in some years it may be necessary to pay in Twenty Seven (27) pays.
3. Recognition of academic advancement for purposes of salary schedule lane placement shall only be made on August 28<sup>th</sup> of the school year following the submission by a Bargaining Unit member. In order to receive the lane change, the Bargaining Unit member must submit notification in writing that they have completed the necessary course work by August 15<sup>th</sup>. Official verification in the form of certified transcripts shall be received in the Personnel Office by August 28<sup>th</sup>, or an adjustment will be made in the next pay.
4. A Bargaining Unit Member who is paid unemployment compensation benefits chargeable to the Employer and who is subsequently re-employed in the bargaining unit shall have his/her compensation for that same school year adjusted so that his/her unemployment compensation benefits received prior to are offset against the compensation he/she earns the start of the school year for work performed in that school year. The Employer is specifically authorized to deduct said amount from the Bargaining Unit Member's wages.
5. Effective with the 2018-2019 school year, Bargaining Unit Members who receive a highly effective or effective rating shall receive a step increase and salary increase as negotiated. Bargaining Unit Members who are rated minimally effective shall be entitled to a salary increase only and Bargaining Unit Members who are rated ineffective shall not receive either a step increase or percentage of increase. The Association President will receive a list of Bargaining Unit Members that have been rated ineffective or minimally effective for that school year.

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

**C. Fringe Benefits.**

1. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter and/or carrier, the Board shall make payments for health insurance coverage for all eligible Bargaining Unit Members and their eligible dependents toward the Association's preferred insurance plan(s) in a combined monthly amount

not to exceed the following monthly amounts paid per eligible Bargaining Unit Member:

The Board will fund vision, dental, AD&D, life, and LTD for eligible Bargaining unit members limited to 2022-23 and 2023-24 cost to the district.

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

2. The type of health, vision, dental, life, AD&D, and LTD insurance plan(s) available to Bargaining Unit Members shall be determined on an annual basis by the Association. The Association shall provide all details necessary for Employer implementation, and shall transmit said details to the District with sufficient notice to allow the District to implement any insurance changes. Should the Association fail to identify preferred insurance plan(s) and/or provide all details necessary for Employer implementation, the insurance plan(s) shall be the plan(s) then in effect, however, the employer paid premium amounts stated above in §6.C.1 shall not change; the Bargaining Unit Member shall be solely responsible for any remaining amounts. The District shall not be responsible for any liability associated with late notice.
3. If the plan chosen by the Association, or then in effect, involves reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, to the extent allowable by law, the Employer shall fund the premium, reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs in the amount and the order specified by the Association; but only to the maximums set forth above. Should the Employer fund co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or any similar accounts used for health care costs for the Bargaining Unit Member's benefit during the "medical benefit plan coverage year" in which the insurance plan is implemented, whether previous to implementation or concurrent with implementation, the maximum Employer contributions listed above in §6.C.1 shall be reduced by the pro-rated monthly amount (prorated across the remaining months in the "medical benefit plan coverage year") that the Employer funded the co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or any similar accounts used for health care costs for the Bargaining Unit Member's benefit.
4. Any necessary amounts beyond the Employer's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the Bargaining Unit Member and shall be payroll deducted or, when payroll does not cover the deduction, paid directly by the individual Bargaining Unit Member. To the

extent allowable by law, the Bargaining Unit Member may sign an agreement authorizing that any such premium amounts be payroll deducted through the Employer's Section 125 Plan. The Association shall certify to the Board monthly that the payroll deductions are, or are not, eligible under the Employer's Section 125 Plan. The Board shall be held harmless for its reliance on the Association's certification. If making direct payment, the Bargaining Unit Member shall present payment directly on the 1<sup>st</sup> of each month prior to the date at which the payment becomes due. Failure of an Bargaining Unit Member to pay their portion of

the costs shall alleviate the Employer of any duty to pay insurance contributions. The Employer shall have the right to make deduction of any amounts due from the Bargaining Unit Member's wages, and shall be held harmless from any liability arising from the deduction.

5. Bargaining Unit Members who have access to another Bargaining Unit Member's District funded medical insurance shall not be eligible for District funded medical insurance but may instead accept cash-in-lieu in accordance with the terms listed below. Exceptions shall be made for employees who are less than Twenty Six (26) years of age and who are covered by a parent's District funded insurance, but have dependents of their own. Those individuals may take the District funded insurance. During open enrollment, Bargaining Unit Member selecting District funded medical insurance will sign a statement that they are complying with this paragraph.
6. Unless otherwise noted within this Agreement, or as required by law, Bargaining Unit Members on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Employer's portion of health care premiums for those days.
7. Bargaining Unit Members who are eligible for District funded medical insurance premium contributions under 6.C.1 of this Article may make a written waiver of that coverage and instead elect to receive cash in lieu of an amount equal to One Hundred Twenty Five Dollars (\$125) per month (less applicable taxes). The eligible employee may take district funded vision, dental, AD&D, life, and LTD insurance.
8. Bargaining Unit Members are hereby advised that they may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the Bargaining Unit Member must make application to the life insurance carrier within Thirty One (31) days of any termination of their employment status.
9. To the extent permitted by law and/or insurer's policies, Employer-paid insurance premium contributions shall continue as long as the Bargaining Unit Member is in a pay status, but terminate at the end of the month during which the Bargaining Unit Member ceases to be in a pay status, except as is otherwise provided herein or by law. Bargaining Unit Members may continue the coverage at their own expense to the extent permitted by law.
10. The Employer shall not be required to remit premiums for any insurance coverage's on behalf of a Bargaining Unit Member if enrollment or coverage is denied by the insurance underwriter, carrier, policyholder or third-party administrator.
11. The terms of any insurance contract or policy issued by an insurance underwriter, carrier, and policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Bargaining Unit Member is responsible for assuring completion of all forms and documents required for his/her participation in the above described insurance programs. The Employer, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the

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

12. Changes in family status shall be reported by the Bargaining Unit Member to the Employer within Thirty (30) days of such change. The Bargaining Unit Member shall be responsible for any overpayment of premium made by the Employer on his/her behalf for failure to comply with this paragraph.
13. Unless otherwise delineated by law or the terms of the policy then in effect, eligible Bargaining Unit Members shall receive District funded insurance as of the 1<sup>st</sup> day of the 1<sup>st</sup> full month following their employment. Those Bargaining Unit Members taking cash-in-lieu (6.C.7) shall not be eligible for District funded medical insurance, but must participate in all other insurance products chosen by the Association. A Bargaining Unit Member shall be eligible for District funded medical insurance premium contributions if the Bargaining Unit Member is employed on a full-time basis in the District. Those employed on a less than full time basis shall be eligible for a pro-rated share of the Employer contribution.
14. The "medical benefit plan coverage year" shall run from January 1 to December 31 of each school year.
15. The plan shall conform to all requirements of the Patient Protection and Affordable Care Act (PPACA) and Public Act 152 of 2011 (PA152); including any requirements necessary to avoid penalties, taxes, or other liabilities for the Board; the Board is specifically authorized to make any adjustments to this Article necessary to fully comply with the PPACA and PA 152, including to avoid any penalties, taxes, or other liabilities chargeable to the Board.

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

**E.** In situations where the district requests a teacher to obtain a new endorsement or new certification area, the district will assume costs associated with the endorsement up to One Thousand Dollars (\$1,000) per year. The district may require an employment commitment and endorsement/certification completion. The employment commitment extends three (3) years beyond the date of earning the new endorsement or certification.

If a commitment is required and the teacher does not complete the program or does not fulfill the commitment, reimbursement of associated costs may be sought by the district.

**F.** Any Bargaining Member Unit who notifies the Superintendent in writing by January 31<sup>st</sup> of their intent to resign their position at the end of that school year shall receive Five Hundred Dollars (\$500) as an early retirement notification incentive.

## ARTICLE 7

### AUTHORIZED ABSENCE

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

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

1. Sick leave may be used for:
  - a. Any physical or mental condition which disables a Bargaining Unit Member from rendering professional services, excluding that portion of salary applicable to any condition compensable by Worker's Compensation, or resulting from other employment. Sick leave may be used for disability resulting from pregnancy to the extent expressly required by law. It is understood that sick leave may be used in fraction of days to offset lost wages not covered by Worker's Compensation.
  - b. Any communicable disease which would be hazardous to the health of students or other employees.
  - c. Physical examinations, medical, dental or other health treatment which cannot reasonably be scheduled outside of the regular work day.
  - d. The health condition of a member of the immediate family as defined in Section 7.F.
  - e. Sick leave shall run concurrently with FLMA leave as allowed by law.
2. Each Bargaining Unit Member shall be credited at the beginning of the school year with Ten (10) days sick leave with pay, which shall be earned in the amount of One (1) day per month worked (September-June). Unused portions of said leave shall accumulate from year to year, and shall be used in not less than One Half (1/2) day increments, unless otherwise required by law. Bargaining Unit Members who have achieved Five (5) or more years of continuous active service with the District, and who retire under the provisions of the Michigan Public School Employees Retirement System shall receive, upon retirement, a sum equal to Forty Five Dollars (\$45) per day of unused sick leave which the Bargaining Unit Member has accumulated at the time of his/her retirement.
3. If a Bargaining Unit Member does not complete the contract period, the Employer shall be reimbursed for any days or fractions of days used in excess of the proportionate leave days earned as of the termination date. Any such amounts shall be

deducted from the Bargaining Unit Member's wages or other amounts due the Bargaining Unit Member at separation.

4. Sick leave shall be charged against workdays only and shall cease to accumulate and shall not be used by a Bargaining Unit Member during such periods as the Bargaining Unit Member is on an unpaid leave of absence (except as is otherwise permitted by the Family and Medical Leave Act), laid off, or otherwise not regularly providing services to the Employer.
5. For purposes of the Family and Medical Leave Act, sick leave allowed and which is taken under this Article shall be charged against the Bargaining Unit Member's leave entitlement under the Family and Medical Leave Act, if the leave meets the requirements of FMLA. This shall apply to:
  - a. Sick leave which is utilized to care for a family member (child, spouse or parent) with a serious health condition, including where an Bargaining Unit Member must make arrangements for necessary medical and/or nursing care.
  - b. Sick leave which is utilized pursuant to this Article due to a serious health condition which renders the Bargaining Unit Member unable to perform the functions of his/her job.
  - c. Sick leave used in conjunction with any other FMLA qualifying event.

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

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

1. Each Bargaining Unit Member shall be credited with Three (3) personal leave days with pay deducted from their available sick days, which days shall not accumulate. If not used, the days shall return to the Bargaining Unit Member's unused sick bank. Bargaining Unit Members are responsible for keeping accurate accounting of their personal business leave days so that requests for excess days do not occur. Days taken in excess of the Bargaining Unit Member's personal business day allotment may result in discipline. Questions related to a Bargaining Unit Member's personal business day accumulation must be directed to the Business Office. Issues related to errors in the reporting of personal business days must be corrected with the Business Office in a timely manner.
2. A written request for leave shall be made at the earliest practicable time but in no event on less than five (5) business days' notice, except in the case of an emergency.

3. The Employer shall not be required to grant leave on any one day to more than Six percent (6%) of the Bargaining Unit Members nor to more than Four (4) Bargaining Unit Members from any One (1) building. Use of Personal Business days shall be limited to Ten (10) total Bargaining Unit Members on workdays adjacent to winter or spring breaks or school holidays.

4. A request for leave may be denied if:

- a. The Bargaining Unit Member has failed to make adequate provision for the discharge of his/her professional responsibilities during his/her absence.
- b. The maximum number of leaves have already been granted on a first come-first serve basis.
- c. The request does not comply with the leave provisions.

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

**D. Professional Leave.** Upon the written request of a Bargaining Unit Member the Employer may grant a leave with or without compensation for professional conference, professional assignments, or sabbatical, including continuing study. The granting or denial of professional leave shall not be subject to the grievance procedure.

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

1. The past performance of the Bargaining Unit Member;
2. Staffing needs, the impact of the Bargaining Unit Member's absence on the education program and other requirements of the Employer;
3. The length of service of the Bargaining Unit Member and the probability that the Bargaining Unit Member will return to the service of the Employer;
4. The purpose or purposes of the leave.
5. Bargaining Unit Members shall not have a reasonable expectation to take unpaid leave except in an emergency. Five (5) days notice shall be required to request an unpaid leave.

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

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

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

**G. Association Days.** Twenty (20) days per year shall be given to the NDEA for MEA business, to be used at the discretion of the president of the Association. Prior to the school year, the NDEA will endeavor to provide the district with the dates of NDEA/MEA business. It is understood that this list is subject to change. Such leave shall not accumulate from year to year. The Association agrees to reimburse the district MPERS costs for each day used.

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

**I. Leave Administration.**

1. **Notice.** A Bargaining Unit Member shall at the earliest practicable time give the Employer notice of his/her desire to be granted leave so that the Employer will have the maximum time to provide for the Bargaining Unit Member's absence. Court leave shall be requested at least Seven (7) days prior to the requested leave date, except that a shorter notice shall be permitted because of unforeseeable circumstances. Where a leave will extend for Five (5) or more days and is foreseeable (e.g. professional leave, special leave) leave shall be requested at least Thirty (30) days prior to the date on which the leave is requested to begin.
2. **Leave Agreements.** Any leave shall be submitted to the personnel office in writing and be agreed to in writing by the Employer. Each leave agreement which extends for a period of more than Sixty (60) days, shall include a requirement that the Bargaining Unit Member notify the Employer in writing prior to a specific time that the Bargaining Unit Member intends to return. If the Bargaining Unit Member fails to give such notice, the Bargaining Unit Member shall be considered a voluntary quit.
3. **Verification.** The Employer may request that the Bargaining Unit Member provide proof of eligibility for any leave sought, including sick leave. Bargaining Unit Members shall have the responsibility of verifying their eligibility for leave and any benefits due. In addition, the employer has a right to request verification for return to work after an extended leave and/or having a serious communicable disease per Article 7, Section A.1.B.



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

## ARTICLE 8

### GRIEVANCE PROCEDURE

- A. Objectives.** It is the intention of the parties to provide a peaceful and orderly procedure to resolve any disagreement concerning the interpretation of this Agreement which has not been resolved through the use of normal administrative procedures.

Preceding an Informal Adjustment meeting, it is recommended that the grievant and his/her immediate supervisor meet to discuss the issue. The grievance procedure shall not be used for, or be applicable to, any prohibited subject of bargaining, including, but not limited to any issues arising from the discipline or discharge of a Bargaining Unit Member who is regulated by 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191].

**B. Definitions.**

1. "Grievance": a grievance is an allegation by the grievant or the Association that a specific provision(s) of this Agreement has been violated, excluding those areas, including but not limited to any prohibited subject of bargaining, which have been specifically excluded from the grievance procedure.
2. "Grievant": means the Association or Bargaining Unit Member filing the grievance. The grievant shall have the right to personally attend each conference or hearing and if he or she requests, have an authorized representative, designated by the Association, present.
3. "Event": means that act or omission which the grievant or Association alleges violates one or more provisions of this Agreement.
4. "Day": for purposes of this Article, day shall mean days when the Central Office is scheduled to be open for business.

**C. Hearing Levels.**

1. **Informal Adjustment.** Prior to filing a written grievance, the grievant and/or Association representative shall meet with his/her immediate supervisor for the purpose of attempting to adjust such alleged grievance without further proceedings. The request for the meeting must be made within Ten (10) days from the time of the event or the time the grievant or Association reasonably should have known of the event.
2. **Written Grievance.** If the alleged grievance is not satisfactorily resolved at the informal adjustment conference, the grievant or Association shall have Ten (10) days after the conclusion of the informal conference within which to file a written grievance with his/her immediate supervisor. The grievance shall include:

- a. An identification of the grievant(s);
- b. The facts upon which the grievance is based;
- c. The applicable portion(s) of the Agreement allegedly violated;
- d. The specific relief requested;
- e. The date of the grievance; and
- f. The signature of the grievant or Association representative.

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

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

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

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

4. **Board Hearing.** If the reply of the Superintendent (or designee) is not satisfactory and a request by the Association is made within Ten (10) days from receipt of the reply, the Association may petition the Board of Education for a hearing on the grievance. The Board level hearing will be held at the next Board of Education hearing, which is at least Ten (10) days after the date the request was submitted. The Board shall direct the Board Secretary to formalize the decision of the Board of Education in a letter to the Association within Ten (10) days after the Board hearing.
5. **Hearing Officer.** If the grievance is not satisfactorily resolved at the Board Hearing, the Association shall have the right to submit the grievance to a hearing officer, who shall be chosen according to the rules of the American Arbitration Association's Labor Arbitration Rules, but only if such request is made within Ten (10) days from the receipt of the Formal Conference reply.

- a. Upon receipt of a written request to submit the grievance to a hearing officer, the Employer and the Association shall consult as to the selection of a hearing officer who shall serve as arbitrator. If, within Ten (10) days after receipt of the request to submit, the parties are unable to mutually agree to a hearing officer of their own choosing, the party requesting the hearing will contact the

American Arbitration Association to initiate the hearing officer selection process, in accordance with its Labor Arbitration Rules.

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

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

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

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

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

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

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

1. A grievance by any Bargaining Unit Member who desires to assert his/her legal right to present such grievance directly to the Employer and have it adjusted without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and provided that the Association has been given an opportunity to be present at any such adjustment. An individual may not arbitrate a grievance.
2. The failure to re-employ a probationary Bargaining Unit Member at the expiration of the Bargaining Unit Member's individual contract of employment, or any disciplinary or discharge issues involving probationary Bargaining Unit Members who are not regulated by 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191.
3. Any grievance in which proceedings are pending before any administrative tribunal, agency or court, it being the intention of the parties that a grievant shall have One (1) remedy only.
4. Any provision of this Agreement which contains an express exclusion from this procedure.

## **F. General Provisions.**

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

## **ARTICLE 9**

### **NEGOTIATIONS**

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

- D.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement and with respect to any subject or matter which was negotiated in the formation of this Agreement but upon which no agreement was reached, excepting any subject matter removed by law from the area of collective bargaining.
- E.** All provisions of this Agreement are subject and subordinate to the obligations of either party under applicable laws or regulations unless such laws or regulations do not restrict the parties from agreeing to a contractual provision, which has become part of this Agreement, and which provides enhanced or diminished rights in comparison to the law or regulation. If any provision or application of this Agreement shall be prohibited by or be deemed invalid under such applicable laws or regulations, or shall become unlawful due to legislative enactment, such provision(s) or application(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, the parties agree to meet within Twenty (20) days of such action in order to renegotiate such invalidated provision, to the extent permitted by law.

## ARTICLE 10

### MISCELLANEOUS PROVISIONS

- A. Probationary Defined.** Non-teaching employees or those not subject to the Teacher Tenure Act shall serve five years of probationary service at Niles. However, if the employee had at least five years service in the same position from another K-12 Michigan Public School, the employee shall then serve two years of probation. Probationary employees may be discharged at the Board's discretion. Nothing in this provision shall be interpreted or applied to confer any tenure rights or status, either substantive or procedural, under the Teachers' Tenure Act, upon any Bargaining Unit Member.
- B. Day or Days.** Unless otherwise indicated, "Day" means a calendar day except a Saturday, Sunday or a scheduled holiday or vacation period occurring during the school year. "Day" shall also include the summer break except a Saturday, Sunday or national holiday.
- C. Individual Contracts.** All individual Bargaining Unit Members' contracts shall be subject and subordinate to the provisions of this Agreement, and to Board policies and guidelines, and shall be subject to termination in accordance with the procedures therein set forth, or at the time of the termination of the Bargaining Unit Member's tenure rights, or for any other reason the Employer sees fit unless specifically barred by the express terms of this Agreement or by act of law.
- D. Board Policies.** The Employer shall provide the Association President access to Boardbook and/or any digital software program holding the district's Board policy so that newly adopted

policies by the Employer, including any amendments thereto, can be reviewed and attained. Once adopted, a copy of the new or amended policy shall be furnished to the Association within Ten (10) days of adoption.

If not received within the Ten (10) days the Association President shall contact the Superintendent's office as a reminder.

**E. Medical Examinations.** The Employer may require a Bargaining Unit Member to receive a physical and/or mental examination following a conditional offer of employment and for reasonable cause may also require a Bargaining Unit Member to receive a physical and/or mental examination for any other reason allowed by law.

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

**F. Distribution.** Posted online within Ten (10) days of ratification.

**G. School Improvement Plan.** The Employer and the Association agree that employee participation in building level school improvement plans can provide positive results for the education for students. To that end, the parties agree as follows:

1. The provisions in this Article shall apply to all School Improvement Plans as provided for in Section 1277 of the Revised School Code, MCL 380.1277, or its successor provision. Bargaining Unit Members are invited to voluntarily participate in school improvement planning.
2. School Improvement Plans should be consistent with the collective bargaining agreement and Board policy, and the requirements of the State of Michigan. In the event that any provision(s) of a School Improvement Plan or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement or Board policy, representatives of the Board and the Association shall meet to consider mutually agreeable alternatives, such as possible waiver of the conflicting provision for a specified or indefinite period of time. In the event the parties cannot agree on a mutually satisfactory solution, the collective bargaining agreement and Board policy shall prevail.

**H. Emergency Manager.** An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, may reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531.

**I. Strikes, Slowdowns, Lockouts or Other Coercive Tactics Employed by either the Employer or Association.** The Association, having been recognized as the exclusive

bargaining agent for the Bargaining Unit Members, agrees that it will make every reasonable effort not to permit, or allow the encouragement of, Bargaining Unit Members to cause any strike, slowdown, or deviation from the teaching schedule, designed to be used as a means of coercing the Employer to accept any demands or adjust any grievances relating to wages, hours, or other terms and conditions of employment in violation of State or Federal law. If the provisions of this section are willfully breached by the Association it agrees to pay the

Employer actual damages, including any attorney fees and costs. The Board shall not engage in any lockout as prohibited by State or Federal law. If the Board willfully engages in a prohibited lockout, the Board agrees to pay the Association's actual damages, including any attorney fees and costs.

- J. Recognition of Service.** In recognition of services to the school district, a payment of One Tenth of One Percent (1/10 of 1%) of the Bargaining Unit Member's final base salary will be paid upon retirement, provided the Bargaining Unit Member shall have been employed in the school district for the last Ten (10) years.
- K. Conferences and Meetings.** At its discretion, the Board agrees to provide, upon application and the prior approval, the necessary funds for Bargaining Unit Members who desire to attend selected professional conferences and meetings. Reasonable and customary travel, meals, lodging, and registration fees will be deemed appropriate expenses by the Board, as well as the cost of the substitute teacher to relieve the participant. A teacher Bargaining Unit Member attending such conferences and meetings should be granted sufficient leave time to attend, without loss of compensation.
- L.** The Administration will seek input from various Bargaining Unit Members when developing after-school courses, workshops, conferences, and professional development designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualifications to participate in the presentation of such programs. When practicable, all Bargaining Unit Members desiring to attend shall be encouraged to do so. If a workshop is Employer mandated, Bargaining Unit Members will be paid according to Schedule A Section 5, provided the workshop is held other than during the work year.
- M.** 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 Bargaining Unit Member reference section in each school and include therein all texts which are reasonably requested by the Bargaining Unit Members and approved by the principal of that school.
- N.** With mutual agreement between the Bargaining Unit Member and principal, supported by a signed written plan, Bargaining Unit Members may create an alternative professional development plan substituting for the district designated professional development activities. These activities may occur on days other than designated district professional development days.
- O.** Bargaining Unit Members will not be required to carry firearms or be trained to act as first responders in the event of a school attack.

ARTICLE 11

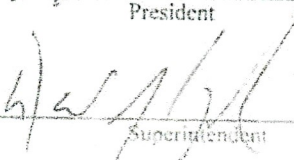
DURATION OF AGREEMENT

- A. **Term.** This Agreement shall become effective upon ratification by the Employer and the Association and shall continue in effect until June 30, 2024.
- B. **Agreement.** This Agreement shall constitute the full and complete commitments between both parties, and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

IN WITNESS THEREOF, the parties hereto have set their hands this \_\_\_ day of August 2022.

BOARD OF EDUCATION  
NILES COMMUNITY SCHOOLS

By   
President

By   
Superintendent

NILES DISTRICT EDUCATION  
ASSOCIATION

By   
MEA Unserv Director

By   
NDEA President



## SCHEDULE A

### SALARY

#### A. Generally Applicable Standards.

1. The daily salary of a Bargaining Unit Member is calculated by dividing his/her contractual base salary by the contractual period of 194 days. The hourly rate is calculated by dividing the daily rate by the number of hours contained in the normal workday referenced in Article 4, Section C.
2. All hours to be considered for any pay level beyond the B.A. Degree must be graduate hours from an Employer recognized accredited university. No more than one (1) lane change shall be granted per school year. Any additional hours beyond one lane change will be carried forward and granted the following school year.
3. As detailed within this Agreement, an official transcript must be submitted to the Personnel Office and placed in a Bargaining Unit Member's permanent file before the Bargaining Unit Member moves to the next level on the salary schedule.
4. The term "or 45 Hours" listed within Schedule A.2 means that approval of such hours in lieu of the M.A. Degree may be accepted if related to the Bargaining Unit Member's job duties and approved by the Superintendent.
5. Bargaining Unit Members requested to work additional week(s) beyond the 194 day contractual period, including summer school, and adult education classes taken for credit, will be paid at a rate of Twenty Five Dollars (\$25) per hour. Such assignments shall be considered extra duty assignments for purposes of the Teachers' Tenure Act, are at the sole discretion of the Employer, and shall not be subject to the grievance procedure.
6. If an error or similar action is made in an overpayment, a deduction will be made in the amount of overpayment per pay over the same number of pay periods. However, the number of pay periods must be equal or greater than the time period from when the error occurred to the time the district notifies the employee of the error.
7. Required professional development shall be paid at a rate of One Hundred Dollars (\$100) per day, prorated if less than a full day.
8. Longevity Pay – One Thousand Dollars (\$1000) for everyone with Twenty (20) or more years of service in Niles Community Schools. Longevity pay will be paid out in two installments – Five Hundred Dollars (\$500) first pay in December and Five Hundred Dollars (\$500) first pay in June. Longevity money expires at the end of this contract.
9. Loyalty Bonus – One Thousand Two Hundred Fifty Dollars (\$1,250) for everyone who provided service in the previous school year in Niles Community Schools. The loyalty bonus will be paid out in two installments – Six Hundred Twenty Five Dollars (\$625) in the first pay in December and Six Hundred Twenty Five Dollars (\$625) in the first pay in June. The loyalty bonus expires at the end of this contract.

10. New Teacher to the Profession Bonus – Any new teacher hired that is in his/her first-third year new to the profession and falls under The Revised School Code section 380.1526, will receive Five Hundred Dollars (\$500) in his/her first year of employment in Niles Community Schools. The new teacher to the profession bonus will be paid out in two installments – Two Hundred Fifty Dollars (\$250) in the first pay in December and Two Hundred Fifty Dollars (\$250) in the first pay in June.

B. The following salary schedule will be used:

| <b>2022-2023 Salary Schedule</b> |        |        |             |        |        |        |
|----------------------------------|--------|--------|-------------|--------|--------|--------|
| Step                             | BA     | BA +15 | MA or 45hrs | MA +15 | MA +30 | MA +45 |
| 1                                | 38,443 | 40,191 | 43,686      | 47,180 | 52,422 | 55,917 |
| 2                                | 39,276 | 41,061 | 44,631      | 48,202 | 53,558 | 57,128 |
| 3                                | 40,168 | 41,953 | 45,524      | 49,094 | 54,450 | 58,021 |
| 4                                | 41,061 | 42,846 | 46,417      | 49,987 | 55,343 | 58,913 |
| 5                                | 41,953 | 43,739 | 47,309      | 50,880 | 56,235 | 59,806 |
| 6                                | 42,846 | 44,631 | 48,202      | 51,772 | 57,128 | 60,699 |
| 7                                | 43,739 | 45,524 | 49,094      | 52,665 | 58,021 | 61,591 |
| 8                                | 44,631 | 46,417 | 49,987      | 53,558 | 58,913 | 62,484 |
| 9                                | 45,524 | 47,309 | 50,880      | 54,450 | 59,806 | 63,376 |
| 10                               | 46,417 | 48,202 | 51,772      | 55,343 | 60,699 | 64,269 |
| 11                               | 47,309 | 49,094 | 52,665      | 56,235 | 61,591 | 65,162 |
| 12                               | 48,202 | 49,987 | 53,558      | 57,128 | 62,484 | 66,054 |
| 13                               | 49,094 | 50,880 | 54,450      | 58,021 | 63,376 | 66,947 |
| 14                               | 49,987 | 51,772 | 55,343      | 58,913 | 64,269 | 67,840 |
| 15                               | 51,772 | 53,558 | 57,128      | 60,699 | 66,054 | 69,625 |
| 16                               | 53,558 | 55,343 | 58,913      | 62,484 | 67,840 | 71,410 |
| 17                               | 55,343 | 57,128 | 60,699      | 64,269 | 69,625 | 73,195 |
| 18                               | 57,128 | 58,913 | 62,484      | 66,054 | 71,410 | 74,981 |
| 19                               |        |        | 64,269      | 67,840 | 73,195 | 76,766 |
| 20                               |        |        | 66,054      | 69,625 | 74,981 | 78,551 |

| <b>2023-2024 Salary Schedule</b> |        |        |             |        |        |        |
|----------------------------------|--------|--------|-------------|--------|--------|--------|
| Step                             | BA     | BA +15 | MA or 45hrs | MA +15 | MA +30 | MA +45 |
| 1                                | 39,596 | 41,397 | 44,996      | 48,596 | 53,995 | 57,594 |
| 2                                | 40,454 | 42,293 | 45,970      | 49,648 | 55,164 | 58,842 |
| 3                                | 41,373 | 43,212 | 46,890      | 50,567 | 56,084 | 59,761 |
| 4                                | 42,293 | 44,131 | 47,809      | 51,487 | 57,003 | 60,681 |
| 5                                | 43,212 | 45,051 | 48,728      | 52,406 | 57,922 | 61,600 |
| 6                                | 44,131 | 45,970 | 49,648      | 53,326 | 58,842 | 62,519 |
| 7                                | 45,051 | 46,890 | 50,567      | 54,245 | 59,761 | 63,439 |
| 8                                | 45,970 | 47,809 | 51,487      | 55,164 | 60,681 | 64,358 |
| 9                                | 46,890 | 48,728 | 52,406      | 56,084 | 61,600 | 65,278 |
| 10                               | 47,809 | 49,648 | 53,326      | 57,003 | 62,519 | 66,197 |
| 11                               | 48,728 | 50,567 | 54,245      | 57,922 | 63,439 | 67,117 |
| 12                               | 49,648 | 51,487 | 55,164      | 58,842 | 64,358 | 68,036 |
| 13                               | 50,567 | 52,406 | 56,084      | 59,761 | 65,278 | 68,955 |
| 14                               | 51,487 | 53,326 | 57,003      | 60,681 | 66,197 | 69,875 |
| 15                               | 53,326 | 55,164 | 58,842      | 62,519 | 68,036 | 71,714 |
| 16                               | 55,164 | 57,003 | 60,681      | 64,358 | 69,875 | 73,552 |
| 17                               | 57,003 | 58,842 | 62,519      | 66,197 | 71,714 | 75,391 |
| 18                               | 58,842 | 60,681 | 64,358      | 68,036 | 73,552 | 77,230 |
| 19                               |        |        | 66,197      | 69,875 | 75,391 | 79,069 |
| 20                               |        |        | 68,036      | 71,714 | 77,230 | 80,908 |

**SCHEDULE B - EXTRA DUTY**

| Extra Duty Event   | Flat Fee  | Extra Duty Event                                    | Flat Fee                 |
|--|-----------|---|--------------------------|
| <b>SENIOR HIGH SCHOOL</b>  |           |   |                          |
| <b>Music Program</b>   |           | <b>Other Areas</b>                                  |                          |
| Vocal Music Performance  | \$5,000   | Color Guard   | \$800                    |
| Instrumental Music Performance   | \$5,000   | Event Tech Support                                  | \$800/year               |
| Fall Play Director   | \$1,000   | School Paper  | \$800                    |
| Spring Musical Director  | \$1,000   | Student Council                                     | \$2000                   |
| Auditorium Manager   | \$4,000   | Tattler Yearbook                                    | \$2000                   |
| <b>Class Advisory</b>  |           | FFA Advisor   | \$2,900                  |
| Class Sponsor Freshman   | \$1,000   | FFA Co-Advisor                                      | \$500                    |
| Class Sponsor Sophomore  | \$1,000   | Football Ticket Seller                              | \$35/night               |
| Class Sponsor Junior   | \$1,000   | Football Ticket Taker                               | \$30/night               |
| Class Sponsor Senior   | \$1,200   | Football Security                                   | \$25/night               |
| Class Sponsor Prom   | \$500     | Football Announcer                                  | \$25/night               |
| <b>Club Sponsor Academic</b>   |           | Football Varsity Chain Gang (split)                 | \$100/night              |
|  |           | Football Timer                                      | \$25/night               |
| Academic Clubs<br><i>e.g., French, Spanish, Business, National Honor Society, Graphics, etc.</i>       | \$800     | Basketball Ticket Seller<br>- 1 game only           | \$35/night<br>\$20/night |
|  |           | Basketball Security                                 | \$20/night               |
| <b>Club Sponsor Competition</b>  |           | Basketball Announcer (jv/varsity)                   | \$20/night               |
| Competition Clubs<br><i>e.g., D.E.C.A., Robotics, Science Olympiad, Debate, Environthon, BPA, etc.</i> | \$1,000   | Basketball Timer (jv/varsity)                       | \$20/night               |
|  |           | Basketball Scorekeeper                              | \$20/night               |
|  |           | Basketball Announcer/Timer (freshman)               | \$10/night               |
|  |           | Wrestling/Volleyball Supervisor                     | \$40                     |
| <b>Club Sponsor Service</b>  |           | Wrestling/Volleyball Ticket Seller<br>- 1 game only | \$35<br>\$20             |
| Service Clubs<br><i>e.g., Key, N Club, SADD, etc.</i>  | \$800     | Wrestling/Volleyball Security                       | \$20                     |
|  |           | Wrestling/Volleyball Announcer                      | \$20                     |
|  |           | Wrestling/Volleyball Scorekeeper                    | \$20                     |
| <b>ELEMENTARY</b>  |           |   |                          |
| Club Sponsor   | \$500     | Wrestling/Volleyball Timer                          | \$20                     |
| Student Council  | \$500     | Wrestling/Volleyball Weigh-ins                      | \$10                     |
| Science Olympiad   | \$500     | Soccer Ticket Seller                                | \$35/night               |
|  |           | Soccer Ticket Seller (1)                            | \$20/night               |
|  |           | Soccer Timer  | \$20/night               |
|  |           | Track Workers/Timers                                | \$25                     |
|  |           | Track Announcer                                     | \$35                     |
| <b>DISTRICT</b>  |           | <b>MIDDLE SCHOOL</b>                                |                          |
| Mentor Teacher   | \$1,000   | Games Manager                                       | \$50/event               |
| PLC Leader   | \$1,500   | Vocal Music Performance                             | \$1,000                  |
| District PLC Leaders   | \$800     | Instrumental Music Performance                      | \$1,000                  |
| Ed Tech Facilitator  | \$1500    | Student Council                                     | \$800                    |
| Implementation Facilitator   | \$2000    | Science Olympiad                                    | \$800                    |
| WAY/Virtual Teacher of Record  | \$25/hour | Club Sponsor  | \$600                    |
|  |           | Yearbook  | \$800                    |
|  |           | Tickets   | \$25                     |
|  |           | Clock/Score   | \$25/night               |

| Sport/Position                    |         |
|-----------------------------------|---------|
| <b>BASEBALL</b>                   |         |
| Varsity Coach                     | \$5,500 |
| Asst. Varsity Coach               | \$1,500 |
| JV Coach                          | \$3,000 |
| Freshman Coach                    | \$2,000 |
| <b>BASKETBALL</b>                 |         |
| Boys Varsity Coach                | \$8,000 |
| Boys Asst. Varsity Coach          | \$1,500 |
| Boys JV Coach                     | \$4,500 |
| Boys Freshman Coach               | \$3,500 |
| Boys 8th Grade Coach              | \$1,750 |
| Boys 7th Grade Coach              | \$1,750 |
| Girls Varsity Coach               | \$8,000 |
| Girls Asst. Varsity Coach         | \$1,500 |
| Girls JV Coach                    | \$4,500 |
| Girls Freshman Coach              | \$3,500 |
| Girls 7th Grade Coach             | \$1,750 |
| Girls 8th Grade Coach             | \$1,750 |
| <b>CHEERLEADING</b>               |         |
| Varsity Coach -2 seasons          | \$3,500 |
| JV Coach - 2 seasons              | \$2,500 |
| MS Cheer Coach - 2 seasons        | \$1,250 |
| <b>CROSS COUNTRY</b>              |         |
| Boys Varsity Coach                | \$5,000 |
| Boys Asst. Varsity Coach          | \$1,500 |
| Girls Varsity Coach               | \$5,000 |
| Girls Asst. Varsity Coach         | \$1,500 |
| Middle School Cross               | \$2,000 |
| Asst. MS Coach Cross              | \$750   |
| <b>GOLF</b>                       |         |
| Boys Varsity Coach                | \$5,000 |
| Boys Asst. Varsity/JV Golf Coach  | \$1,500 |
| Girls Varsity Coach               | \$5,000 |
| Girls Asst. Varsity/JV Golf Coach | \$1,500 |
| <b>SOCCER</b>                     |         |
| Boys Varsity Coach                | \$5,000 |
| Boys Asst. Varsity Coach          | \$1,500 |
| JV Coach                          | \$3,500 |
| Girls Varsity Coach               | \$5,000 |
| Girls Asst. Varsity Coach         | \$1,500 |
| JV Coach                          | \$3,500 |
| <b>SOFTBALL</b>                   |         |
| Varsity Coach                     | \$5,500 |
| Varsity Asst. Coach               | \$1,500 |
| JV Coach                          | \$3,000 |
| Freshman Coach                    | \$2,000 |
| <b>TENNIS</b>                     |         |
| Boys Fall Varsity Coach           | \$5,000 |
| Boys Fall JV Coach                | \$1,500 |
| Girls Spring Varsity Coach        | \$5,000 |
| Girls Spring JV Coach             | \$1,500 |

| Sport/Position   |                  |
|--|------------------|
| <b>BOWLING</b>   |                  |
| Coach  | \$1,500          |
| <b>TRACK</b>   |                  |
| Boys Varsity Coach   | \$5,000          |
| Boys Asst. Varsity Coach*  | \$3,000          |
| Girls Varsity Coach  | \$5,000          |
| Girls Asst. Varsity Coach*   | \$3,000          |
| MS Boys Coach  | \$2,000          |
| Boys MS Asst. Coach  | \$750            |
| MS Girls Coach   | \$2,000          |
| MS Girls Asst. Coach   | \$750            |
| * Can be split among field events & running events coaches   |                  |
|  |                  |
|  |                  |
| <b>FOOTBALL</b>  |                  |
| Varsity Coach  | \$8,000          |
| Varsity Off Coord.   | \$5,000          |
| Varsity Def. Coord.  | \$5,000          |
| Varsity Asst. Coach 3  | \$3,750          |
| Varsity Asst. Coach 4  | \$3,750          |
| Varsity Asst. Coach 5  | \$3,750          |
| JV Coach   | \$4,500          |
| JV Asst. Coach   | \$2,500          |
| Freshman Coach   | \$4,000          |
| Freshman Asst. Coach   | \$2,000          |
| 8th Grade Coach  | \$2,750          |
| 8 <sup>th</sup> Grade Asst. Coach  | \$750            |
| 7th Grade Coach  | \$2,750          |
| 7 <sup>th</sup> Grade Asst. Coach  | \$750            |
| <b>VOLLEYBALL</b>  |                  |
| Varsity Coach  | \$8,000          |
| Asst. Varsity Coach  | \$1,500          |
| JV Coach   | \$4,000          |
| Freshman Coach   | \$2,750          |
| 8th Grade Coach  | \$2,000          |
| 7th Grade Coach  | \$2,000          |
| <b>WRESTLING</b>   |                  |
| Varsity Coach  | \$8,000          |
| Asst. Varsity Coach  | \$1,500          |
| JV Coach   | \$4,000          |
| MS Head Coach  | \$2,000          |
| MS Asst. Coach   | \$1,850          |
| <b>OTHER</b>   |                  |
| After School Program Coord.  | \$600            |
| Varsity Head Coach-District Champion   | \$250            |
| Varsity Head Coach-Regional Champion or if Regional is Entry Competition (ex. Track and Tennis).   | \$250 additional |
| Varsity Head Coach-Win Quarter Final Competition.  | \$250 additional |
| Varsity Head Coach-State Champion.   | \$250 additional |
| Competitive Club: The club sponsor would receive an additional \$50 per individual (up to \$100) or \$100 per team each time they advance to a state and/or national/endorsed event. | varies           |

- A. If a teacher/sponsor starts a new program that will be covered as Club Sponsor Service, Competition, or Academic in Appendix B, they must follow these guidelines: Meet with the appropriate building administrator to explain the program, mission, goals, time involved, relationship to curriculum, etc., and demonstrate interest of at least Ten (10) students. If principal approves, it will be submitted to the superintendent for approval/disapproval.

## **SCHEDULE C - CALENDAR**

### **A. Generally Applicable Standards.**

1. Any hours that need to be made-up to collect full state aid will be added at the end of the school year.
2. The calendar shall comply with all applicable laws, and further reflect the necessary elements to maximize revenue from state or federal aid, including grants.
3. The school calendar shall be developed by a committee consisting of equal numbers of school administrators (excluding the Superintendent) and Bargaining Unit Members no later than May 1 of each year. A multi-year calendar may be created if it is within the current collective bargaining agreement dates. If the committee is unable to decide by May 1 of each year, the calendar shall be determined by agreement or majority vote of a three-member committee consisting of the Superintendent, Board President, and Association President. The three-member committee shall meet and determine the calendar prior to June 1 of each year.
4. The calendar shall include the county-wide dates for start of school, winter break, and spring break. Unless required by law, the calendar shall include:
  - a. At least 180 students days and 1098 hours.
  - b. One (1) half day staff meeting prior to the start of school.
  - c. The equivalent of at least Five (5) professional development days.
  - d. Three and a half (3.5) days for parent-teacher conferences (2 first semester, 1.5 second semester).
  - e. Teacher work days, whereby teachers are expected to work on grades and school related tasks.
5. End of Marking period dates and grades due dates will be published at the start of the school year as determined by the Employer.
6. Due to kindergarten screening occurring on the first official student day of each school year, kindergarten teachers will have their half-day workday in the morning and participate in kindergarten screening in the afternoon.
7. The yearly calendar shall be attached hereto.



### Niles Community Schools Calendar Dates 2022 - 2023

| Date              | Event  | Students  | Teachers  |
|-------------------|--|---|-----------|
| August 22, 2022   | New Teacher Orientation & 2 <sup>nd</sup> /3 <sup>rd</sup> year NIC Required PD  |   |           |
| August 23, 2022   | New Teacher Orientation  |   |           |
| August 24, 2022   | ½ Day Staff Meeting, ½ Teacher Work Day  | NO SCHOOL   | Full Day  |
| August 25, 2022   | Professional Development for all Teachers  | NO SCHOOL   | Full Day  |
| August 29, 2022   | First Day with Students<br>(Kindergarten starts August 30, 2022)<br>½ Day Teacher Work Day for BA, ECS, HO-EL, NS, RL      | ½ Day-1 <sup>st</sup> – 8 <sup>th</sup><br>No Kinder<br>Full Day-CL, HS, SS | Full Day  |
| September 2, 2022 | Non-Work Day   | NO SCHOOL   | NO SCHOOL |
| September 5, 2022 | Labor Day Holiday  | NO SCHOOL   | NO SCHOOL |
| October 3, 2022   | Professional Development for all Teachers  | NO SCHOOL   | Full Day  |
| October 5, 2022   | Count Day  | Full Day  | Full Day  |
| October 28, 2022  | End of 1 <sup>st</sup> Marking Period  | Full Day  | Full Day  |
| November 1, 2022  | Grades Due   | Full Day  | Full Day  |
| November 2, 2022  | Parent Teacher Conferences Afternoon/Evening   | Half Day  | Full Day  |
| November 3, 2022  | Parent Teacher Conferences Afternoon/Evening   | Half Day  | Full Day  |
| November 4, 2022  | No School  | NO SCHOOL   | NO SCHOOL |
| November 23, 2022 | Professional Development for all Teachers  | NO SCHOOL   | Half Day  |
| November 24, 2022 | Thanksgiving Break   | NO SCHOOL   | NO SCHOOL |
| November 25, 2022 | Thanksgiving Break   | NO SCHOOL   | NO SCHOOL |
| December 26, 2022 | Winter Break BEGINS  | NO SCHOOL   | NO SCHOOL |
| January 9, 2023   | School Resumes   | Full Day  | Full Day  |
| January 16, 2023  | Professional Development for all Teachers  | NO SCHOOL   | Half Day  |
| January 19, 2023  | 1/2 Day Teacher Work Day for CL, HS & SS   | Full Day-K-8 <sup>th</sup><br>Half Day-CL,HS,SS                             | Full Day  |
| January 20, 2023  | End of 2 <sup>nd</sup> Marking Period<br>½ Day Teacher Work Day  | Half Day  | Full Day  |
| January 24, 2023  | Grades Due   | Full Day  | Full Day  |
| February 8, 2023  | Count Day  | Full Day  | Full Day  |
| February 15, 2023 | Parent Teacher Conferences Evening ONLY  | Full Day  | Full Day  |
| February 16, 2023 | Parent Teacher Conferences Afternoon/Evening   | Half Day  | Full Day  |
| February 17, 2023 | No School  | NO SCHOOL   | NO SCHOOL |
| February 20, 2023 | Professional Development for all Teachers  | NO SCHOOL   | Half Day  |
| March 17, 2023    | ½ Day for All  | Half Day  | Half Day  |
| March 20, 2023    | Spring Break Begins  | NO SCHOOL   | NO SCHOOL |
| March 27, 2023    | School Resumes   | Full Day  | Full Day  |
| April 7, 2023     | End of 3 <sup>rd</sup> Marking Period - ½ Day for All  | Half Day  | Half Day  |
| April 11, 2023    | Grades Due   | Full Day  | Full Day  |
| April 21, 2023    | Professional Development for all Teachers  | Half Day  | Full Day  |
| May 26, 2023      | ½ Day for All  | Half Day  | Half Day  |
| May 29, 2023      | Memorial Day Holiday   | NO SCHOOL   | NO SCHOOL |
| June 8, 2023      | ½ Day Students AM, ½ Teacher Work Day PM   | Half Day  | Full Day  |
| June 9, 2023      | Last Day with Students,<br>½ Day Students AM, ½ Teacher Work Day PM<br>End of 4 <sup>th</sup> Marking Period<br>Grades Due | Half Day  | Full Day  |