

MASTER AGREEMENT

Between

North Dickinson Education Association (NDEA)

And

**North Dickinson County School District
Board of Education**

2010-2011

NORTH DICKINSON EDUCATION ASSOCIATION

MASTER AGREEMENT

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Agreement

This Agreement entered this 1st day of September 2010, by and between the North Dickinson County School District Board of Education, hereinafter called the "Board" and the NDEA/UPEA/MEA, hereinafter called the "Association".

Article I - Recognition

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative as defined in Section II of Act 336, Public Acts of Michigan, 1947, as amended, for all full-time and part-time teaching employees, librarians, guidance counselors, and driver education Teachers, but excluding teacher aides, supervisors, substitutes, and all other employees. The term "Teacher", when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male Teachers shall include female Teachers.
- B. The Board agrees not to negotiate with any Teacher's organization other than the Association for the duration of this Agreement.
- C. A new hire shall become a member of the bargaining unit under this contract upon reporting for the first scheduled day of work.

Article II - Association and Teacher Rights and Responsibilities

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every Teacher shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any Teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any Teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association of collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any Teacher, rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to Teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its representatives shall have the privilege of using school facilities for meetings at times when school facilities are not otherwise in use and upon prior approval by the administrator responsible for such facilities. A custodian must be on duty at anytime the facilities are in use. The Association shall be responsible for proper use of such facilities, including leaving them in the same condition as they were prior to the use. The Association shall be liable for any damages caused to the facilities by its use.
- The Association shall pay for the cost of all materials and supplies incidental to such use and shall be responsible for proper operation of all such equipment and shall be liable for any damages caused to said equipment by improper use by individuals using it for Association business.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at times when this shall not interfere with or interrupt normal school operations or assigned duties. It is the responsibilities of the above-mentioned Association representatives to report to the principal before their conference with any Teacher.
- E. The Association shall have the right to post notice of its activities and matters of Association concern on Teacher bulletin boards, at least one of which shall be provided in each school building. Teacher mailboxes may be used in the respective buildings for Association correspondence. However, this provision shall in no way obligate or require the School District to carry Association or Teacher communications through the School District's internal mail system. No Teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises.
- F. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the District, including annual financial reports and audits; tentative budgetary requirements and allocations, together with information which may be necessary for the Association to process any grievance or complaint.
- G. The Board shall involve the Association in any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under

consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

- H. The Association specifically recognizes the rights of the Board of Education to invoke the assistance of the State Labor Mediation Board, or a mediator from such agency.
- I. The Teacher's position shall not be privileged as to his/her responsibility for statements which are libelous, slanderous, or which in any way violate the civil rights of others.
- J. Teachers shall not seek to advance personal, political, or religious views in the classroom.
- K. The Association has the right to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such agency.
- L. It is the duty of the Teachers to conform to the school hours as scheduled.
- M. It is understood and recognized that the Teachers shall use the school day for such things as:
 - 1. Planning and preparing for their classes, including daily and weekly lesson plans.
 - 2. Participation in activities of the school during the normal school day.
 - 3. Evaluating pupil progress.
 - 4. Reporting their evaluations of pupil progress to the school Administration and to the parents of the children whom they teach.
- N. Teachers agree to remain on duty as long as necessary for severe emergency situations if requested by the Administration.

Article III - Board of Education Rights

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and the United States, 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, and the direction of the activities of its employees within the scope of their employment; to establish written personnel and other policies;
 2. To hire all employees and subject to the provisions of law; to determine their qualifications and the conditions, including physical, for their continued employment, or their dismissal or demotion, and to promote, transfer, layoff, and retire all such employees;
 3. To establish grade levels 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 Board;
 4. To manage the means and methods of instruction, to provide for contracted services, the selection of textbooks, and other teaching materials, and the use of teaching aids of every kind and nature;
 5. To establish class schedules and duties, responsibilities, and assignments of Teachers and other employees with respect thereto, and with respect to administrative and non-teaching school activities, and the terms and conditions of employment;
 6. Determine the financial policies, including all accounting procedures.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, 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 specific and express terms of this Agreement.

- B. The Association agrees to furnish the Board of Education, through the Superintendent, in response to reasonable requests from time to time all available information concerning Teacher retirement and Teachers not returning to the North Dickinson County Schools. The Association shall also provide the Board with all information necessary for processing of grievances.
- C. The foregoing is subject to the provisions of Public Act 379 and the specific provisions of this Agreement.

Article IV - Financial Responsibilities, Obligations, and Service Fees

- A. Teachers may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National Education Association and the Michigan Education Association). Such authorization shall continue in effect unless subsequent to June 1st and prior to September 15th of any year, such authorization is formally revoked by the Teacher in writing and copies thereof are delivered to the Association and the Board.
- B. The deduction of membership dues and service fees shall be made from one regular pay check each month, for ten (10) months, beginning in September and ending in June of each year.
- C. Any Teacher who is not a member of the Association in good standing or who does not make application for membership within thirty days from the date of commencement of teaching duties, shall, as a condition of employment pay a Service Fee to the Association an amount of dues uniformly required of members of the Association, less any amounts not permitted by law including MEA and NEA: Provided, however, that the Teacher may authorize payroll deduction for such fee in the same manner as provided above.

In the event that a teacher shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, as provided in the preceding paragraph, the Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the member has remitted the Service Fee to the Association or authorized payroll deduction for same pursuant to MCLA 408.477.

- D. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Service Fee, the Board agrees promptly to disburse said sums to the North Dickinson Education Association president.
- E. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the collective agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject, however, to the following conditions:
 - 1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
 - 2. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
 - 3. The Association has the right to choose the legal counsel to defend the said suit or action.
 - 4. The Association shall have the right to compromise or settle any claim made against the Board under this section.

Article V - Teachers' Hours & Class Load

- A. Teachers may be required to remain a sufficient period after the close of the school day to attend such professional matters as curriculum study, curriculum council, reasonable number of Teachers' meetings, parent conferences, student conferences, administrator conferences, or any other professional requirements that will enhance the position of the Teacher in the school and community.
- B. The normal Teachers' working day will include the following:
 - 1. Not less than a 30 minute lunch period.
 - 2. 300 minutes of planning time in a normal 5-day week.
 - 3. Teachers' hours shall be from 8:15 a.m. to 3:35 p.m.
 - 4. Teachers will be in their classroom by 8:20 a.m. with instruction beginning at 8:30 a.m.
- C. When a Teacher finds it necessary to leave the school grounds early for the remainder of the day during school hours for any reason, the principal of the building, or his representative, shall be consulted. All reasonable effort shall be made by the principal to grant such a request.
- D. The school year shall be 180 student instruction days plus five (5) Teacher In-service days. Teachers may elect to attend conferences approved in advance by administration to meet the number of professional development days required. Teachers are responsible for maintaining records on a designated form of their professional development on an annual basis and must submit the record to administration by June 30th of each school year. Any Teacher who fails to document the required five (5) days of professional development by June 30th of each school year will have one (1) sick day deducted from the Teachers' sick leave accumulation.
- E. A Teacher who agrees to supervise a class during his/her preparation period for an absent Teacher shall receive compensation of \$25 per hour. Teachers may elect to accrue compensation time in lieu of payment. Each Teacher shall be responsible for reporting this time to administration within two (2) school days after it has been worked, including elementary Teachers when substitutes are not available for special Teachers.
- F. If a Teacher shall teach more than the normal load as set forth in this Article, he/she shall receive additional compensation of one-sixth or one-seventh his/her salary, for each teaching period in excess of such norms depending on the number of class periods in the normal school day.
- G. Teachers will not report for work on days when school is closed because of inclement weather.
 - 1. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county, or state health authorities, may be rescheduled at the discretion of the Board of Education to insure that there are a minimum of one hundred eighty (180) days of actual student instruction. Teachers will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.

2. On days when students are not scheduled but Teachers are scheduled to work, the superintendent, at his/her discretion may cancel and/or reschedule the work day.
- H. Teachers are encouraged to be professional and attend school events and activities in the North Dickinson County School District.
- I. Teachers will not be required to serve more than one recess duty assignment per week (alternating inside and outside duty).
- J. The school Administration will seek input from Teachers before the master Teacher/student schedule is finalized/approved by Administration.

Article VI - Teaching Conditions

The parties recognize that optimum school facilities for both student and Teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the Teacher is to teach and to provide a learning atmosphere and that the organization of the school and the school day should be directed toward insuring that the energy of the Teacher is primarily utilized to this end.

- A. The parties will confer from time to time for the purpose of improving the selection and use of educational tools.
- B. The Board agrees to make available in each school, facilities to aid Teachers in the preparation of instructional material.
- C. The Board shall provide:
 - 1. Space for each Teacher to store coats, overshoes, and personal articles.
 - 2. Chalkboard space in every classroom.
 - 3. Copies, exclusively for each Teacher's use, of all texts used in each of the courses he/she is to teach.
 - 4. A complete and unabridged dictionary in every classroom.
 - 5. Storage space in each classroom for instructional materials.
 - 6. Attendance books, paper, pencils, pens, chalk, erasers, and other such material required in performing the daily teaching responsibilities.
- D. The Board shall make available restroom facilities for Teacher use, and one room, which shall be reserved, for use as a lounge.
- E. Telephone facilities shall be made available to Teachers for their reasonable use. Teachers making personal long distance calls are required to pay for such calls.
- F. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well being.
- G. In the event that a child with an ongoing or chronic communicable disease is allowed, by policy or law, to attend school, the District shall provide in-service training in hygienic practices and classroom management to Teachers coming into contact with students having such communicable diseases.

Article VII - Qualifications, Assignment, and Vacancies

- A. Each Teacher employed shall meet all state and federal laws and regulations regarding certification and qualifications in their teaching assignment or be in the process of meeting all requirements to become highly qualified as determined by state and federal laws.
- B. Since pupils are entitled to be taught by Teachers who are working within their area of competence, Teachers shall not be assigned, except temporarily and for good cause, outside the scope of study and the Association shall be so notified in each instance.
- C. All Teachers shall be given written notice of their subjects to be taught for the forthcoming year no later than the preceding 15th day of June. In the event that changes in such schedules are proposed, all Teachers affected shall be notified promptly and consulted. In no event will changes be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation required same. The Superintendent shall notify the affected Teacher and the Association of the reasons for such change in assignment.
- D. Any assignments in addition to the regular teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule B (except Band Director, which shall be required of the instrumental music Teacher) and summer school courses, shall not be obligatory but shall be with the consent of the Teacher. Preference in making such assignments will be given Teachers regularly employed in the District.
- E. The Board will observe the following policies regarding filling of vacancies:
 - 1. A vacancy shall be defined as a position not filled and/or not able to be filled by regular employed teachers, currently employed.
 - 2. During the school year whenever a vacancy arises, the administration shall promptly notify the Association of same and the vacancy shall not be filled by the Board for fifteen calendar days after such notice is given. Any newly created position shall be given to the Association with accompanying job description. During the summer break, the Superintendent will notify the Association President of any vacancies and any Teacher desiring to be considered for any vacancies shall give written notice of such desire to the Superintendent.
 - 3. Whenever a vacancy arises or is anticipated, following the development of the master schedule and approval of staffing levels by the Board, the Superintendent shall notify the Association president(s) and post the same in the staff work room for no less than five (5) business days.
 - 4. Any teacher wishing to change assignments for the following school year shall give written notice of the desired change to the Superintendent by April 1 of each year. The Superintendent will give due consideration to any requests for a position change but is not obligated to honor the request.
 - 5. To avoid undue disruption of existing instructional programs, vacancies occurring during the school year may be filled on a temporary basis until the end of the normal school year at which time the position will be considered vacant.

6. Qualifications of candidates for vacant positions shall be judged on the pre-established standards set by the Board for the position to be filled.
 7. When filling any vacancy within the bargaining unit, preference shall be given to the qualified personnel within the school system, if professional qualifications of such personnel are essentially equal to those of other applicants. Experience within and outside the system, training and certification shall be considered in filling the vacancy. The final decision is the sole responsibility of the Board of Education.
 8. Any Teacher who shall be transferred to a supervisory or executive position and shall later return to a Teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or Executive Status.
- F. The Board and Association mutually agree that when a new full time or part time bargaining unit position is created by the Board, the Board shall post the position and meet with the Association President or his/her designee for the purpose of establishing the rate of compensation before the position is filled.

Article VIII - Illness or Disability

- A. At the beginning of each school year each Teacher shall be credited with ten (10) days sick leave allowance to be used for absences caused by illness or physical disability of the Teacher. The unused portion of such allowance shall accumulate from year to year. New teachers, upon completion of the first day of work, will receive this benefit.
- B. A Teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to the completion of one school year.
- C. In the event that an employee suffers an absence due to an injury or an illness arising out of and in the course of his/her employment the Board shall continue the employee's fringe benefits for a full twelve (12) month period, and shall pay to the Teacher the difference between his/her salary and the benefits received under the Workers' Disability Compensation Act for the duration of existing sick leave for such absence. A deduction of a portion of a sick leave day shall be made for the salary differential paid.
- D. Absentees shall have plans and materials so arranged that a substitute will be able to carry on the regular work with a minimum of interruption.
- E. After five consecutive days of sick leave the Board shall require the Teacher to provide evidence of illness by a doctor.

Article IX - Professional and Personal Business

- A. At the beginning of every school year, each Teacher shall be credited with three days to be used for the Teacher's personal business. The Teacher is not required to state the reason for such leave day but shall make the request to the principal in writing. Cognizant of community relationships, each Teacher is encouraged to use sound judgment in the use of such days. A Teacher planning to use a personal leave day shall submit a written request to notify the principal at least 48 hours in advance, except in cases of emergency. A Teacher may not take more than three (3) personal days at one time. If a Teacher elects not to use personal business day(s) in any given year, they may accumulate during succeeding years up to five (5) days; may elect to be reimbursed at the rate of \$60.00 per day prior to July 1 of a given year; or may request, in writing, that unused personal business days be added to his/her sick leave accumulation. Regular personal business days may be used for sick leave purposes only if all sick leave days have been exhausted. The Board of Education reserves the right to limit the number of absences for personal business to a total of three (3) Teachers on any given day on a first come first serve basis.

- B. A Teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligations.

- C. Professional business days shall be granted with the permission of the Superintendent for purposes such as but not limited to: visitations to view other instructional techniques or programs, conferences, workshops, seminars conducted by educational institutions or curriculum study. Such visitations may be used to satisfy the legislated on-going professional development requirement.

- D. The District shall pay the current IRS mileage rate for all Professional business travel unless a School District vehicle is available. Meal allowances shall not exceed the following: \$6.00 breakfast, \$10.00 lunch, \$15.00 dinner. Receipts will be required. Room rates for overnight travel shall be a reasonable and customary rate approved by the administration in advance. Mileage will be paid for the first 150 miles only. Administration may elect to pay additional travel costs or fund alternate methods of transportation instead.

- E. Five (5) days of Association business shall be granted per year to the Association to be used to attend leadership conferences. The Board will not pay for any expenses other than the regular salary of the absent Teacher as well as the substitute Teacher for this section.

Article X - Sabbatical Leave

- A. Teachers who have been employed for seven years may be granted a sabbatical leave without pay for one year with the consent of the Board.
- B. A Teacher, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule he/she would have been had he/she taught in the District during such period.

Article XI - Leave of Absence

- A. Any Teacher whose personal illness extends beyond the period compensated under Article XII shall be granted a leave of absence without pay up to the end of the current school year. Upon returning from leave the following school year, a Teacher shall be assigned to the same position, if available, or a substantially equivalent position. Leaves of absence requests are to be submitted to the Superintendent for his/her approval or denial.

- B. Leaves of absence with pay not chargeable against the Teacher's sick leave allowance shall be granted for the following reasons:
 - 1. A maximum of five (5) days per each occurrence, to a maximum of ten (10) days per school year, for a death of a mother, father, parent of spouse, brother, sister, child, spouse, stepchild and grandchild.

- C. Leaves of absence without pay where feasible may be granted for the following purposes:
 - 1. Study related to the Teacher's license field.
 - 2. Study to meet eligibility requirements for a teaching license other than that held by the Teacher.
 - 3. Study, research, or special teaching assignments involving probable advantage to the school system.

- D. The Board may grant to any Teacher a leave of absence for the purpose of childbirth or for the purpose of adopting a child. Such leave shall commence when the Teacher is no longer able to adequately perform the duties to which she is regularly assigned and shall last, after the termination of the pregnancy, until such time as, in the opinion of her physician, she is able to adequately assume the duties to which she is regularly assigned.
 - 1. In case any dispute as to whether a Teacher, under this provision, is able to adequately perform the duties to which she is regularly assigned, the physician who has treated the Teacher through her pregnancy shall make the final and binding determination.
 - 2. During the period of time, when in the opinion of the Teacher's physician the Teacher is disabled because of pregnancy, she shall be paid her regular salary and deductions shall be made from her sick leave accumulation.
 - 3. The leave of absence upon approval of the Board may extend to the end of the school year in which the Teacher commenced such leave of absence and further provided that:
 - a. The reinstatement shall be to the Teacher's former position or other position for which she is qualified and certified.
 - b. The granting of such leave shall in no way interrupt seniority and rights attendant thereto.
 - c. A Teacher on maternity leave shall receive the health insurance benefits provided for under this collective agreement for the balance of the maternity leave.

4. The leave may be extended up to a period of one school year, by written request of the Teacher. The Teacher will be reinstated to the Teacher's former position or other position for which she is qualified and certified.
 5. A Teacher on extended maternity leave shall receive no credit on the salary schedule or for seniority while on said extended leave.
- E. The Board of Education provides military leave, reemployment, and other rights as established by the Uniformed Services Employment and Reemployment Rights Act (USERRA). To qualify:
1. The employee (or an appropriate officer in the uniformed service in which the employee's military service is performed) gave advance written or verbal notice of his/her military duty unless excused;
 2. The cumulative length of all periods of military service with the employer do not exceed five (5) years;
 3. The employee timely reports to work after the period of military service ends;
 4. The employee has not separated from service with a disqualifying or other than honorable conditions.
- The Superintendent shall post notices of employees' rights under USERRA at conspicuous locations within the District.
- Employees may contact the U.S. Department of Labor to obtain more information regarding their rights under this act.
- This policy is intended to comply with and explain the service person's rights under USERRA. To the extent there is a conflict, the USERRA and its regulations prevail.
- F. A Teacher returning from an approved leave of absence must notify the Board in writing of his/her intent to return at least 60 days prior to the scheduled date of return or lose his/her right to return.
- G. Upon request, a one (1) year multi-purpose leave of absence shall be granted to any Teacher with at least three (3) years experience in the District provided that said leave shall not be for any other employment and provided that a qualified substitute can be secured. Such request shall be made in writing by April 15th of each school year. This leave shall not terminate less than one (1) year and cannot be extended beyond one (1) year without Board approval. Upon return, the Teacher shall be placed to the same or like position they held previous to the leave.
- H. Family Medical Leave Act (FMLA) procedures will follow current law unless inconsistent with current contract language.

Article XII - Sick Leave

Teachers shall be entitled to 10 days sick leave per year with unlimited accumulation. The unused portion of each year's sick leave is subject to the following conditions/usage:

- A. Teachers teaching in this system will automatically be granted 10 days at the beginning of the school year. New teachers, upon completion of their first day of work, will receive this benefit.
- B. Sickness of the Teacher or sickness of mother, father, spouse, parent of spouse, brother, sister, child and stepchild.
- C. 1. The Association, on behalf of a Teacher who has been employed for at least 4 years in this system, may borrow up to thirty (30) additional days of sick leave at the discretion of the Association. This borrowing by the Association will be used for a Teacher with a continuing or serious illness of self or immediate family member, complications from pregnancy and/or delivery, or for a major surgery. This advance to the Association will be charged against said Teacher's accumulated sick leave when the Teacher returns to work. Once a Teacher elects to borrow unearned sick leave, regardless of the amount involved, no additional unearned sick leave may be borrowed by said Teacher until the previously borrowed sick leave has been completely repaid by said Teacher. Provided, that in any event no unearned sick leave may be borrowed by a Teacher that will exceed the amount of sick leave said Teacher may earn prior to his/her retirement. Provided also that if a Teacher is indebted to his/her School District for unearned sick leave at the time of termination, resignation, or retirement from his/her employment, the School District or Association shall have the right to deduct the value of same from the final paycheck or paychecks due to said Teacher; provided also, that the School District shall also have a right to recover from the Association, the per diem rate and state and federal fringes associated with wages, of any unearned sick leave owed by said Teacher at the time that the Teacher terminates his/her employment with the School District.

Repayment of borrowed days shall be paid back by said Teacher as follows (1) At the beginning of each new school year, the Teacher will automatically have five days deducted from his/her 10 days awarded at the beginning of each new year. (2) All sick days remaining at the end of a school year will automatically be applied to said Teacher's debt to the Association, so that no days carry over to the next school year until the debt has been paid in full.

2. As an alternative, if the Teacher will exhaust all of his/her sick days due to a continuing or serious illness, complications from pregnancy or delivery, or major surgery, including the recovery time of said illness, of self or immediate family member, the Teacher may elect to petition Association members to donate sick days from their individual accounts.

Sick days may be donated to this Teacher not to exceed a maximum of 30 days between Article XII, Section C1, and Article XII, Section C2. The total number of indebted days to the school shall be no more than 60 during any one school year. No person may petition the bank more than once in a calendar year. There will be no repayment required by said Teacher for days donated by Association members from their individual accounts.

- D. A Teacher, upon his/her retirement, regardless of the number of years of service, shall be compensated for unused sick leave at the rate of twenty dollars (\$20.00) per day for the first 50 days and twelve dollars (\$12.00) per day for every day thereafter provided that said Teacher is eligible for retirement with the State of Michigan Retirement Board. Such Teacher must be employed by the North Dickinson County School at the time of his/her retirement.

- E. A Teacher may take one sick leave or personal business day to attend the funeral of a relative or friend with the approval of the Principal or Superintendent.

Article XIII - Academic Freedom

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality.
- B. Academic freedom shall be guaranteed to Teachers provided that they adhere to Board policies. No special limitations shall be placed upon the study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject only to accepted standards of professional educational responsibility.
- C. Freedom of individual conscience, association, and expression will be encouraged and fairness in procedures will be observed both to safeguard and legitimize interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

Article XIV - Teacher Evaluations

- A. The performance of all Teachers shall be evaluated in writing. The Superintendent or supervisory personnel will have the responsibility for the evaluation of Teachers.
- B. All monitoring or observation of the work performance of a Teacher will be conducted openly and with knowledge of the Teacher.
- C. Any complaint regarding a Teacher made to the Administration by a parent, student, or other person which is considered in evaluating said Teacher's performance will be promptly called to his/her attention in writing.
- D. Excluding his/her confidential placement papers, each Teacher shall have the right, upon request, to review the contents of his/her own personnel file at reasonable times. A representative of the Association may be requested to accompany the Teacher in such review.
- E. The Superintendent or supervisory personnel shall have the right to discuss and evaluate performance with a Teacher at any time and such discussions shall not be a subject of grievance unless punitive or disciplinary action is taken.
- F. Upon request by the Teacher or the Administrator, a personal interview shall be held within fifteen (15) school days of the observation. A written observation shall be submitted by the Administration within fifteen (15) school days with a copy furnished to the subject Teacher. In the event that the Teacher feels his/her evaluation was incomplete or unjust, written objections will be attached to the written observation.
- G. No later than April 15th of each probationary year, the final written evaluation report, including the recommendation as to whether the Teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing school year, will be furnished by the Superintendent or supervisory personnel covering each probationary Teacher. If the report contains any information not previously made known to and discussed with the probationary Teacher, the Teacher shall have an opportunity to submit additional information to the Superintendent or supervisory personnel. In any tenure proceedings, all evaluations or responses thereto shall be admissible as evidence.
- H. Evaluation of the performance of each Teacher in the school system is the responsibility of the Administration and Board of Education.
- I. In order that the Board and Association are in compliance with Section 1249 of PA 205 Of 2009, the Board and Association agree to continue to work in committee in accordance with PA 205 of 2009 to develop an evaluation system by April 1, 2011 that is in conformance with the law.

Article XV - Professional Behavior

- A. Teachers shall comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are consistent with the provisions of this Agreement, provided that a Teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.
- B. The Board recognizes that a Code of Ethics is considered by the Association and its membership to define acceptable criteria of professional behavior. The Board and the Association will work jointly to develop a Code of Ethics to deal with ethical problems in accordance with the terms of such a Code.
- C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a Teacher reflects adversely upon the teaching profession and creates undesirable conditions in the school building. Alleged breaches of discipline of the Code of Ethics of the Education Profession shall be promptly reported to the offending Teacher and to the Association. The Association will use its best effort to correct breaches of professional behavior by any Teacher and; in appropriate cases, may institute proceedings against the offending Teacher.
- D. A Teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the Teacher until such representative of the Association is present.
- E. No Teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the Teacher and the Association. Any probationary Teacher who is not being offered a further year of probation or tenure at the end of the fourth year of probation may grieve that decision to a Board level hearing only: the probationary Teacher shall not have the right to arbitration.
- F. Teachers are responsible for their actions and may be disciplined or dismissed for just cause, including offenses committed under the influence of, or due to the effects of alcohol or other drugs. Under the terms of this agreement, any Teacher with an alcohol and/or drug abuse problem who requests diagnosis or treatment for it will not jeopardize his/her job rights solely for doing so. Time missed for diagnosis and treatment of such problems under the care of qualified medical experts shall qualify for use of leave time under this Agreement.

Article XVI - Reduction in Personnel

- A. In the event of a layoff of Teachers, the following procedure will be used:
1. Probationary Teachers in the specific positions being reduced or eliminated will be laid off first, provided there are fully qualified and fully-certificated Teachers to replace and perform all of the duties of the probationary Teachers to be laid-off.
 2. If further layoff of Teachers is necessary, then Teachers in the specific positions being reduced or eliminated will be laid off in order of least seniority, provided there are fully qualified and fully certificated Teachers to replace and perform all of the duties of the Teachers to be laid off.
- B. After reduction of Teachers, as outlined above, laid off Teachers shall be recalled to the next available vacancies for which the laid off Teachers are certified and qualified, in order of seniority.

Probationary Teachers being laid off shall retain recall rights for no more than the number of full school years of employment with the District as of the time of notice of lay off, up to four (4) years.

The Board shall give written notice to recall from the layoff by sending a certified restricted delivery letter to said Teacher at his/her last known address with a copy to the Association President. It shall be the responsibility of the Teacher to notify the Board of any changes of address. The Teacher's address as it appears in the Board's records shall be conclusive when used in connection with layoffs, recalls, or any other notice to the Teacher.

If the Teacher fails to acknowledge his/her availability for reemployment within five (5) calendar days after date of receipt of the letter of recall or fifteen (15) days after mailing of recall notice, unless an extension is granted in writing by the Board, or refuses such offer of reemployment, said Teacher shall be considered a voluntary quit, shall lose all seniority, and shall completely terminate his/her individual employment contract and any other relationship with the Board. Provided, however, that a Teacher under contract with another School District may refuse a recall during the school year.

- C. Before official action on a reduction of Teachers is taken by the Board of Education, it will give notice to the Association of the contemplated reduction and afford the Association an opportunity to discuss it with the Employer. As soon as the names of the Teachers to be laid off are known, a list of such names shall be given to the Association.
- D. In the event the Association questions the decision of the Employer as to specific Teachers (1) being laid-off or not being laid-off, or (2) filling vacant Teachers positions (as set forth above) or not filling such position, the Employer will set forth in writing to the Teacher and the Association its reasons for its action. It is understood, however, that the Association's request for this information is reasonable, timely, and intended in good faith.
- E. If the Employer fails or refuses to comply with Section B or C, above, or if the reasons assigned clearly demonstrate that the Employer acted arbitrarily or capriciously, the Association has the right to utilize the grievance and arbitration procedure to seek relief.
- F. In conjunction with Article XXV, Section B, which provides that the individual contract executed between each Teacher and the Employer is subject to the terms and conditions of this Agreement, it is

intended that this Article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Article.

- G. Except in the event of an emergency, all Teachers to be laid-off shall be given at least 30 days written notice.
- H. By March 1st of each contractual year the District shall put on the Teachers' bulletin board, and in the administration office, a seniority list. If a Teacher does not object to his/her listed seniority date within 30 days following the posting, then said seniority list shall be conclusive for purposes of lay-off and recall. If two Teachers are equally qualified and have the same number of years in the system, the Board and the Association will conduct a drawing to determine position on the seniority list. The Teachers so affected will be notified in writing of the date, place, and time of the drawing. For purposes of this section seniority is defined as the first day of work in the District.

Article XVII - Continuity of Operation

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause to work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section I of the Public Employment Relations Act.

- B. The Board and the Association agree that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Acts.

Article XVIII - Professional Compensation

- A. The basic salaries of Teachers covered by this Agreement or set forth in a separate schedule shall remain in effect during the terms of the Agreement.
- B. All Teachers newly employed shall be given credit up to five years on the salary schedule for actual classroom teaching experience in any other school or School District. A Teacher may be granted up to ten years on the salary schedule at the discretion of the Board. Half steps will not be granted. Credit will be for complete years and will not be rounded up.
- C. Teachers involved in extra duty assignments shall be compensated in accordance with the provisions of this Article and the approved auxiliary schedule without deviation.
- D. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance based on the current IRS mileage rate unless a school vehicle is available for use.
- E. Teachers receiving advanced degrees at mid-year shall be compensated according to the salary schedule after proper notification to the Superintendent's office in writing.
- F. A Teacher will be reimbursed a maximum of \$600 per school year for tuition paid upon successful completion of the graduate level class in which he/she is enrolled.
- G. Mentor Teachers will serve voluntarily. It is agreed between the Board and the NDEA that the mentor Teacher will not be used by either party as part of the Teacher evaluation process. Mentor Teachers shall be granted one compensatory day per year for each Teacher mentored. Said compensatory day shall not accumulate from year to year and must be used by May 15th of each year.
- H. Teachers responsible for Med-billing shall be granted one compensatory day per year. Said compensatory day shall not accumulate from year to year and must be used by May 15th of each year.
- I. Teachers asked to provide homebound services at the student's home will be compensated at the rate of \$25.00 per hour. The teacher will be compensated for miles driven in his/her personal vehicle for miles driven in excess of the miles driven to the employee's home from school at current IRS rate.

Article XIX - Special Teaching Assignments

- A. Assignments for Adult Education, Driver Education and Summer School Programs will be made by the Board on the basis of preference to Teachers possessing permanent teaching certificates regularly employed by the District during the normal school year. No Teacher shall be required to work a split shift. Teachers shall be compensated for teaching in any such programs according to the rate prescribed in Schedule B.
- B. The Board agrees at all times to maintain an adequate list of substitute Teachers. Teachers shall be informed of a telephone number that they may call before school to report unavailability for work. Once a Teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute Teacher.
- C. Supervision by a Teacher of a student Teacher shall be voluntary and no Teacher shall supervise more than one such student Teacher simultaneously. Compensation for supervision of student teaching shall be based on the current rate paid by the university.

Article XX - Student Discipline and Teacher Protection

- A. Since the Teacher's authority and effectiveness in his/her classes are undermined when students discover that there is insufficient administrative backing and support of their Teacher, the Board recognizes its responsibility to give all reasonable support and assistance to Teachers with respect to maintenance of control and discipline in the classroom or students under the influence of a controlled substance. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the Teacher of responsibilities with respect to such pupil.
- B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A Teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to another student.
- C. A Teacher may exclude a pupil temporarily from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. When students are sent to the office to be suspended from their class, Teachers will send appropriate work to be completed by the student when feasible. The full particulars of the incident will be furnished the Principal or Superintendent as promptly as the Teachers' teaching obligation will allow.
- D. Suspension of students from school may be imposed only by a Principal, Superintendent or designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents when warranted. Transfer of the student to another Teacher or other measures short of suspension, will be exhausted.
- E. Any case of assault upon a Teacher shall be promptly reported to the Board or its designated representatives. The Board will provide legal counsel to advise the Teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the Teacher in connection with handling of the incident by law enforcement and judicial authorities.
- F. Teachers shall be responsible for creating and maintaining conditions conducive to learning and discipline in their classrooms. The parties recognize that not all students will be able to meet their individual curriculum and behavioral goals. The District recognizes its responsibilities to give support and assistance to Teachers in maintaining control and discipline. The District and the Association recognize the need to establish and properly enforce reasonable rules for student conduct. At the beginning of each school year the District shall publish and distribute to students and staff a copy of the rules of student conduct including alternatives to corporal punishment, that are in effect at the time. Any changes in the rules during the school year shall be published prior to their effective date. Teachers shall be responsible for being knowledgeable of all rules and revisions. In addition to the rules set forth above, each Teacher may establish additional classroom rules not in conflict with Board policy or District rules, which must be approved in advance by the building administrator.
- G. Copies of the student handbook will be provided to all students.

Article XXI – Insurance Protection

All present insurance programs (MESSA) will be maintained as follows:

Pursuant to the authority, as set forth in the Michigan School Code, the Board agrees to provide the following subsidy for hospital, medical, and insurance programs.

- A. Upon submission of a written application, the Board agrees to provide each full-time bargaining unit member with one of the two following MESSA PAK programs. Part-time members shall receive a pro-rated premium payment based upon percentage of full-time work. Example: A member working half (1/2) time would receive a fifty percent (50%) premium subsidy.

Plan A:

MESSA Choices II (includes \$5,000 Basic Term Life with AD&D with a \$10/\$20 Rx Co-pay for drugs) **As described in quote ID 311259.**

Dental: Delta Dental 80/80/80 (\$1,000 maximum Class I, II & III)
(Class IV) 680%, \$2,000 maximum.

Negotiated Life - \$35,000 with AD&D Plus \$5,000 additional outside of the PAK

Vision 6 VSP 3 Plus

- 1) The Board shall contribute 87% of the actual premium cost of MESSA Choices II Pak Plan A. Employees who elect MESSA Choices II Pak Plan A shall contribute 13% of the actual premium cost. Employee's share of the premium shall be paid through payroll deduction.
- 2) The employee may voluntarily choose to have the employee's share deducted on a pretax basis under a Section 125 Plan by timely completing the required forms available through the Business Office.
- 3) The employee's share of the monthly premium due will be based on premiums due from September 1 through August 31. The increase or decrease in the dollar amount of the employee's contribution toward the premium due to a change in the premium cost during that 12 month period will be reflected equally in each payroll deduction for the payrolls remaining in the contract year for each employee.

Plan B:

Dental: Delta Dental 80/80/80 (\$1,000 maximum Class I, II & III)
(Class IV) 680%, \$2,000 maximum

Negotiated Life - \$50,000 with AD&D (Plus \$5,000 outside of the PAK)

Vision 6 VSP-3 Plus

Dependent Life - \$2,000 Spouse - \$2,000 Child(ren)

- B. Changes in family status shall be reported by the employee within thirty (30) days of such a change. The employee shall be responsible for any over payment of premiums made by the Board in his/her behalf for failure to comply with this procedure.
- C. The Board agrees to provide the above mentioned insurance subsidies for programs within the underwriting rules and regulations as set forth by the carrier in the Master Contract held by the policy holder.
- D. In lieu of MESSA Choices II a Teacher may opt for a cash payment of \$1,800 payable over the school year pursuant to regulations established in the District's Section 125 plan.

- E. The Board and the Association agree to continue to meet on a regular basis as an Insurance Committee to explore insurance options that are in the best interest of the students, Association and Board.

- F. Each teacher may voluntarily participate in a Flexible Spending Account (FSA) at the teacher's own cost to a maximum of \$2,200 through payroll deduction.

Article XXII - Grievance Procedure

- A. Any claim by the Association, Teacher, or the Board that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be defined as a grievance and shall be resolved through the procedures set forth herein.
- B. All time limits herein shall consist of school days. Time limits may be extended upon good cause shown or upon mutual consent of the parties. Whenever a timeline falls within the summer break period the time limits shall consist of business days and the timelines presented herein shall be tripled with the exception of timelines in Step 3. It is understood that the time limits set forth herein or agreed upon shall be considered as substantive and failure to conform to them shall mean default by the party failing to conform. If the Board or its representative fails to meet a timeline, the grievance procedure shall proceed to the next step.
- C. The Board agrees that the Association may designate a building representative and an alternate building representative whom shall be Teachers with tenure status with the Board. In addition, such Teachers with tenure status must have been employed in the building for at least one year. It is understood that the alternate building representative shall act only in the absence of the regular building representative.

The Association will furnish the Board with the names of its building representatives and alternates and such changes as may occur from time to time in such personnel, so that the Board may at all times be advised as to the authority of the individual representatives of the Association with whom it may be dealing. Until the Board has received written notice from the Association, it shall not be required to deal with such Teachers purporting to be representatives.

It is understood that grievance problems will be handled at times other than when the Teacher is at work. In the event, however, in the handling of a grievance, it becomes necessary for the building representative to leave his/her work, he/she shall first obtain permission from his/her supervisor or Principal. The privileges of the building representatives leaving their work during working hours without loss of time or pay is subject to the understanding that such time shall be devoted to the proper handling of the grievance; will be done as expeditiously, and with as little interruption of work as possible, must not leave any students unattended, and that this privilege will not be abused. Any alleged abuse will be grounds for a grievance and/or the discontinuation of such privilege.

If the building representative is required to go into another building other than his/her own in the handling of a grievance, the Principals at both buildings (or all buildings involved) must be notified and permission received. The building representative shall return to his/ her work as promptly as possible and upon returning shall at once report to his/her Principal.

Except as set forth above, no building representative or any other employee shall be granted time off for the purpose of handling Association matters, affairs, or grievances unless specific permission, in writing, has been granted by the supervisor or Principal. Violation of this provision may require the termination of the recognition of such representatives.

- D. In the handling and processing of a grievance, the following procedure shall apply:

Step 1 Any Teacher who believes he/she has a grievance shall present such grievance, on an informal basis, with his/her immediate supervisor (Principal). The building representative may be present at this informal conference if requested. If the grievance is not resolved, the matter shall be reduced to writing by the grievant and /or Association and submitted to his/her supervisor. The grievance must be reduced to writing five (5) days from the time of the discussion between the grievant and his/her supervisor. In the event the grievance involves more than one grievant or is filed by the

Association, it must be filed with the appropriate supervisor who could remedy the alleged grievance.

No grievance shall be processed unless it is presented at Step One within five (5) days of its occurrence or knowledge of its occurrence. The same time restriction applies to a grievance filed by the Association or the Employer.

Within two (2) days after the presentation of the written grievance, the supervisor shall give his/her answer in writing to the Association President and NDEA Grievance Chair.

Step 2 In the event the grievance is not settled at Step One, it may be referred in writing to the Superintendent within five (5) days after the date of the answer by the Principal. At this point, the Superintendent may:

- (a) Attempt to resolve the grievance by holding a meeting with the necessary persons, Association President, NDEA Grievance Chair and/or Teachers to the grievance. Such meeting shall be scheduled within five (5) days from the date of receipt of the appeal; or
- (b) Refer the grievance to Step 3 within five (5) days from the date of the receipt of the appeal. Written notice of such referral shall be given to the Association President and NDEA Grievance Chair.

If the Superintendent holds a meeting, he/she shall present the Association President and NDEA Grievance Chair, within three (3) days after conclusion of such meeting, with a written answer to the grievance.

Step 3 If the alleged grievance is not settled at Step Two, it may be referred in writing to the Board of Education within five (5) days after the date of the answer by the Superintendent in Step Two, or upon referral by the Superintendent. The Board, or a committee thereof, shall hold a hearing, or otherwise investigate the grievance or prescribe such other procedures as it may deem appropriate for consideration of the grievance. The Association shall have an opportunity to present its views at this Step. The Board, or committee thereof, shall render a decision on the grievance and present it in writing to the Association President and NDEA Grievance Chair within twenty-five (25) days after the date the matter was referred to the Board of Education.

Step 4 If the alleged grievance is not settled at Step Three, the matter may be referred to arbitration. Either party may refer the matter to arbitration provided that notice to refer the matter is given to the other party within ten (10) days from the date of the Board's (or committee thereof) written decision at Step Three. Within five (5) days after the date of the written request for arbitration, a committee of the Board or its designated representative shall agree upon an arbitrator. The arbitrator shall be selected as follows:

- (a) If an arbitrator is needed, both parties will present a list of 5 bona-fide labor arbitrators from the State of Michigan. Each side will preemptorily strike 4 names, and they will be permanently deleted.
- (b) Of the remaining 2 names, a selection must be made. If no agreement can be reached on the selection of an arbitrator, the matter of selection shall be referred to the American Arbitration Association who will then appoint an arbitrator. Such arbitrators shall come from the State of Michigan.
- (c) The party seeking arbitration shall be responsible for notifying the arbitrator and making the physical arrangements for the arbitration hearing.

The Arbitrator shall hear the grievance in dispute and shall render his/her decision in writing thirty (30) days from the close of the hearing. The Arbitrator's decision shall set forth his/her findings and conclusions with respect to the issues submitted to arbitration. The Arbitrator's decision shall be final and binding upon the Board, the Association, and the employee or employees involved.

The Arbitrator shall have no authority except to pass upon alleged violations of the expressed provisions of this Agreement and to determine disputes involving the application or interpretation of such expressed provisions. The Arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Board's right and responsibilities except where they have been expressly and clearly limited by the terms of this Agreement.

The Arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his/her judgment for that of the Board where the Board is given discretion by the terms of this Agreement or by the nature of the area in which the Board was acting. The Arbitrator shall not render any decision which would require or permit an action in violation of Michigan School Laws.

The Arbitrator's fees and expenses shall be shared by the Board and the Association equally. The expenses and compensation for attendance of any employee, witness, or participant in the arbitration shall be paid by the party calling such employee, witness, or requesting such participant.

A complaint or dispute involving the discharge or demotion of a Teacher on continuing tenure shall not be subject to the grievance and arbitration provisions but shall be heard pursuant to the Michigan Tenure of Teachers Act. In addition, the termination of a probationary or non-tenure Teacher, or extension of the probationary period for a Teacher, shall not be subject to the arbitration provision.

- E. The filing of the grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
- F. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.
- G. Nothing contained herein shall be construed as limiting the right of any Teacher having a grievance to discussing and having it resolved informally with the Board; provided that the Association be given the opportunity to be present at the hearings or meetings of such grievance and that the final decision by the Employer is not inconsistent with the terms of this Agreement.
- H. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon any alleged grievance occurring prior to the effective date of this Agreement.
- I. Nothing contained herein shall be construed as a waiver or precedent by any action or lack of action taken by the Board.
- J. Any grievance filed by the Board shall be initiated at the Step Two level by serving a written copy thereof upon the Association President. The procedure thereafter, as outlined above, shall be from the Board in the reverse order applicable to the Association, except that the Superintendent shall hold the Step Two meeting. At Step Three, the Board or committee thereof will meet with the Association in an attempt to resolve the grievance.

Article XXIII- Negotiation Procedures

- A. It is contemplated that terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. By May 31, prior to expiration of this Agreement, upon request of either party, negotiations will be undertaken for an agreement covering the succeeding school year periods.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the School District. While no final agreement shall be executed without ratification by the Association, the parties mutually pledge that their representatives will be clothed with all necessary powers and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measure it may deem appropriate.

Article XXIV- Miscellaneous Provisions

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual Teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be printed at the expense of the Board and presented to all Teachers now employed, hereafter employed, or considered for employment by the Board.

Within thirty (30) school days after both parties have confirmed in writing the accuracy of the Master Agreement document the District shall provide each Teacher with a complete copy of the Master Agreement and the local Association will be provided with at least five additional copies.

- F. All Teacher contracts will be issued and returned via the Association President.
- G. A committee will be established to work out the school calendar for the school year and said calendar shall be a part of this Master Agreement.
- H. School Improvement Plan - In the event that any provision of the District's School Improvement Plan or application thereof violates, contradicts, or is inconsistent with the Master Agreement, the Agreement shall prevail.

The following conditions shall govern employee participation:

- 1. Participation by the employee is encouraged, but not mandatory outside regular working hours.
 - 2. Participation or non-participation shall not be used as a criterion for evaluation or discipline.
- I. All Association members will use direct deposit for payroll payment.

Article XXV- Maintenance of Standards

All conditions of employment, including teaching hours, extra compensation for duties outside regular teaching hours, relief periods, leaves, and general teaching conditions shall be maintained at no less than the highest minimum standards in effect in the District at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of Teachers as required by the express provisions of this agreement. This Agreement shall not be interpreted or applied to deprive Teachers of professional advantages unless expressly stated herein. Past practices shall not include such things as coming to work late, leaving early, going for haircuts or similar acts.

The duties of any Teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association.

This Article will not prohibit the Board from exercising their responsibilities, powers, and duties, as determined by this Master Agreement, the Michigan School laws and the policies of the Board of Education.

Article XXVI- Duration of Agreement

This Agreement shall be effective as of September 1, 2010, and shall continue in effect until the 31st day of August, 2011. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By _____
UPEA

By _____
Its President

By _____
MEA

By _____
Its Secretary

By _____
NDEA President

Dated this 1st day of
September, 2010.

**North Dickinson County School
Salary Schedule 2010-2011**

STEP	BA	BA +15	BA+24*	MA	MA +15
0	28558	28789	29697	30603	30947
1	29064	29307	30292	31274	31618
2	29571	29827	30887	31944	32288
3	30627	30898	32123	33347	33689
4	31718	32016	33414	34812	35153
5	32848	33168	34753	36338	36683
6	33709	34366	36240	38111	38457
7	34927	35607	37794	39980	40326
8	36187	36894	39417	41940	42283
9	37496	38229	41111	43994	44338
10	38855	39614	42886	46155	46499
11	40262	41838	45593	49348	49707
15	41724	43358	47565	51774	52116
20	43235	44931	49865	54798	55143
21	43435	45131	50065	54998	55343
22	43635	45331	50265	55198	55543
23	43835	45531	50465	55398	55743
24	44035	45731	50665	55598	55943
25	44235	45931	50865	55798	56143
26	44435	46131	51065	55998	56343
27	44635	46331	51265	56198	56543
28	44835	46531	51465	56398	56743
29	45035	46731	51665	56598	56943
30	45235	46931	51865	56798	57143

B-Three SB-CEU's shall equate to one semester hour's credit for purposes of salary.

*This column is limited to only those Teachers who have on file with an accredited university, with a copy provided to the District, an approved graduate plan leading to a Masters Degree. The Teacher may only count those credits beyond their Bachelor's Program that are current and acceptable on the approved graduate plan. In addition, the Teacher must have at least 24 semester hours of credit to qualify. A Teacher will be placed on this plan beginning with the semester following provision of proof of eligibility. A Teacher may stay on this plan for a maximum of three (3) years at which time the Teacher must have completed the Masters Program. If the Masters Program has not been completed in this three (3) year period, the Teacher will be returned to the BA+15 column at the appropriate step.

Upon ratification of this 2010-2011 master agreement, there will be a one time off schedule payment of \$400 to each teacher, prorated for part time teachers. The language in this paragraph sunsets on August 31, 2011 and will be removed in the successor master agreement.

NORTH DICKINSON COUNTY SCHOOL CALENDAR 2010-2011

Professional Development Days (No Students)	Monday-Wednesday	08/23-25/10
First Day of School	Tuesday	09/07/10
End of 1st 9 weeks	Friday	11/05/10
Report Cards Issued	Wednesday	11/10/10
Parent-Teacher Conferences 1:30-4:00 and 5:00-7:30 PM (Students Dismiss at 12:45 PM)	Wednesday	11/10/10
Deer Day (No Students & No Staff)	Monday	11/15/10
Thanksgiving Break (No Students & No Staff)	Thursday-Friday	11/25-26/10
Last Day for Students Before Holiday Break	Tuesday	12/21/10
Holiday Break (No Students & No Staff)	Wednesday-Friday	12/22/10-12/31/10
Semester End	Friday	01/21/11
Report Cards Issued	Wednesday	01/26/11
Parent-Teacher Conferences 1:30-4:00 and 5:00-7:30 PM (Students Dismiss at 12:45 PM)	Thursday	03/10/11
End of 3rd 9 Weeks	Friday	03/25/11
Report Cards Issued	Wednesday	03/30/11
Spring Break (No Students & No Staff)	Monday-Friday	04/04-08/11
Good Friday (No Students & No Staff)	Friday	04/22/11
Memorial Day (No Students & No Staff)	Monday	05/30/11
Graduation Ceremony (7:00 PM)	Friday	06/03/11
Last Day of School	Thursday	06/09/11

School Starts for All Grades: 8:30 a.m.	School Ends for All Grades: 3:15 p.m. Early Dismissal for All Students: 12:45 PM
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The fourth professional development day may be done at any time during the school year. This professional development may be done in more than one session of which each session must be at least one (1) hour in length with the total time equaling at least 6.75 hours. The topic must be approved in advance by the administration and consistent with the District School Improvement Plan.

The fifth professional development day must be done during the second semester at a time when school is not scheduled to be in session. The topic is to be determined by the Administration and consistent with the School Improvement Plan. This professional development may be done in more than one session of which each session must be at least one (1) hour in length with the total time equaling at least 6.75 hours.

Schedule B - Auxiliary Schedule

2010-2011

<u>Part 1</u>	<u>% of BA Base Salary</u>
Basketball - Varsity	14% plus 1% on Schedule
Basketball - Junior Varsity	9% plus 1% on Schedule
Basketball - 9th Grade	6% plus 1% on Schedule
Basketball - 8th Grade	6% plus 1% on Schedule
Basketball - 7th Grade	6% plus 1% on Schedule
Football - Varsity	14% plus 1% on Schedule
Football - Assistant Varsity	9% plus 1% on Schedule
Football - Junior Varsity	9% plus 1% on Schedule
Football - Assistant Junior Varsity	6% plus 1% on Schedule
Track - Girls	8% plus 1% on Schedule
Track - Boys	8% plus 1% on Schedule
Baseball	8% plus 1% on Schedule
Softball	8% plus 1% on Schedule
Volleyball - Varsity Coach	14% plus 1% on Schedule
Volleyball - Assistant Coach	9% plus 1% on Schedule
Band Director (concerts, pep band, Parades, etc.)	7% plus 1% on Schedule (In effect September 1, 2010- August 31, 2011. This Band Director schedule to be removed in the successor Master Agreement.)
Band Director (concerts, festivals, parades)	2.5% plus .33% on Schedule (To begin in the 2011-2012 School Year)
Cheerleader Coach	7% plus 1% on schedule per season
Assistant Cheerleading Coach	3% plus 1% on schedule per season

<u>Part II</u>	<u>Amount in Dollars or % of BA Base</u>
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Senior Class Advisor	1.5% of base
Junior Class Advisor	1.5% of base
Sophomore Class Advisor	1.2% of base
Freshmen Class Advisor	1.2% of base
Middle School Class Advisor	1.5% of base
Driver Education	\$ 105 per pupil
Summer School	\$ 25 per hour
Overnight Summer School Trips	\$ 45 per day
Cheerleader Advisor	3% of base (both seasons)
National Honor Society Advisor	1.5% of base
Student Council Advisor	1.5% of base
Student Bowl Advisor - Senior High	6% of base
Student Bowl Advisor - Junior High	3% of base
Debate	6% of base
Forensics	8% of base
Technology Coordinator	10% of base
Yearbook Advisor	6% of base

