

AGREEMENT

BETWEEN

FENNVILLE BOARD OF EDUCATION

AND

FENNVILLE EDUCATION ASSOCIATION, MEA-NEA

JULY 1, 2007

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JUNE 30, 2009

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ARTICLE 1

RECOGNITION AND ASSOCIATION MEMBERSHIP

A. PARTIES TO AGREEMENT

This Agreement entered into this 16th day of July, 2007, by and between the Board of Education of the Fennville Public Schools, Allegan County, Michigan, hereinafter referred to as the "Board" and the Fennville Education Association, affiliated MEA/NEA, hereinafter referred to as the "Association".

B. EXCLUSIVE RECOGNITION

The Board recognizes the Association as the exclusive collective bargaining representative with respect to wages, hours, and other terms and conditions of employment for the entire term of this Agreement for all regularly employed fully certified employees with Fennville Public Schools, whether full time or part-time, in the bargaining unit defined as, including but not limited to:

pre-kindergarten through grade 12 employees
counselors
librarians
school social workers and speech pathologists
but excluding:
temporary employees
evening and/or summer school employees
administrative employees

Notwithstanding the above described bargaining unit, the Board and the Association agree as follows:

1. Pre-kindergarten (pre-school) teaching positions which are not required (either by the State or by the Board) to possess teacher certification, shall not be considered bargaining unit positions and shall not, therefore, be subject to this Agreement; provided, however, that any pre-kindergarten teachers who are in the bargaining unit as of June 30, 2005 shall remain in the bargaining unit until and unless they resign, retire, or are otherwise removed from their positions (e.g. by legitimate transfer, etc.).
2. Employees in library positions which are not required (either by the State or by the Board) to possess teacher certification, shall not be considered bargaining unit positions and shall not, therefore, be subject to this Agreement.
3. School social workers and speech pathologists in positions which are not required (either by the State or by the Board) to possess teacher certification, shall not be considered bargaining unit positions and

shall not, therefore, be subject to this Agreement; provided, however, that any school social workers or speech pathologists who are in the bargaining unit as of June 30, 2005 shall remain in the bargaining unit until and unless they resign, retire, or are otherwise removed from their positions (e.g. by legitimate transfer, etc.).

C. DEFINITIONS FOR EMPLOYEE GROUPS:

1. Employee(s)

Employee(s) when used hereinafter in this Agreement shall mean any bargaining unit member(s) represented by the Association.

2. Administrative Employees

Administrative or Supervisory Employees shall mean certified persons who devote more than 50% of their time to administrative assignments shall be considered full-time administrators or supervisors for purposes of this Agreement.

3. Temporary Employee

Temporary Employee means a person who is certified and qualified to serve as a replacement for a regularly employed employee for one (1) semester or less during a school year.

D. ASSOCIATION SECURITY

1. Condition of Employment

Any employee who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment, pay a representation service fee to the Association which shall be established in compliance with all applicable legal requirements and shall not exceed the amount of dues uniformly required of the members of the Association. The employee may authorize payroll deduction for such fee in the same manner as provided in Article 3 of this Agreement or he/she shall pay the fee directly to the Association.

In the event an employee shall not pay such representation service fee directly to the Association or authorize payment thereof through payroll deduction, the Board shall, upon completion of the procedures contained herein, at the request of the Association and pursuant to MCLA 408.477; MSA 17.277(7), deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member.

The Association in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277(7) shall notify the employee of non-compliance by certified mail return receipt requested. Said notice shall detail the non-compliance and shall provide ten

(10) days for compliance, and shall further advise the employee that a request for mandatory fee deduction from his/her wages may be filed with the Board in the event compliance is not effected. If the employee fails to remit the fee or fails to authorize deduction for same, the Union may request the Board to make the deduction. The Board, upon receipt of the request for mandatory fee deduction from the Association shall within thirty (30) days thereafter provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall be limited to the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of same.

An employee contesting the appropriate amount of the service fee to be deducted, must exhaust the internal administrative procedures of the Association. When an employee objects to the appropriate amount of the representation fee, the amount of the deduction contested shall be placed in an escrow account as may be required by law until a determination of the appropriate amount of the deduction has been made. The remedies of such procedures shall be exclusive and unless and until such procedures, including any administrative or judicial review thereof, shall have been exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of this provision shall be subject to the grievance procedure set forth in this Agreement or to any other administrative or judicial procedure.

The Association will certify at least annually to the Board and at least thirty (30) days prior to the date of the first payroll deduction for the service fees, the amount of said fees to be deducted and certify that said fees include only those amount permitted by this Agreement and by law. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the service fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures relating to the payment or non-payment of the representation service fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the service fee for that given school year.

The Association agrees to cooperatively discuss and exchange information regarding the Association's service fee collection and objection procedures. The Association agrees, upon request from the Board, to provide to the Board for its review a copy of the Association's current policy together with a copy of all materials annually distributed by the Association and its affiliates to bargaining unit members who choose not to join the Association and/or object to the service fees.

In the event that an employee's religious practices do not permit compliance with the requirements of this Article for payment of membership dues or service fees to the Association, the Association may allow the employee to contribute a service fee not to exceed the amount of the Association's uniform membership dues collected from Association members to an Association Scholarship Fund or to a charitable organization approved in advance by the Association. The employee shall provide evidence of such contribution to the Association.

2. **Association to Defend Board**

The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this Article. The Association has the right to choose the legal counsel to defend any said suit or action.

E. **PAYROLL DEDUCTION OF ASSOCIATION DUES**

1. **Dues To Be Payroll Deducted**

Local, MEA and NEA dues levied by the Association, in accordance with its constitution and by-laws and in accordance with any State or Federal law in existence, shall be deducted by the payroll clerk, acting as the agent of the Board, from the wages of all employees who individually and voluntarily certify in writing, each year, to the aforementioned agent of the Board, that they authorize such deduction, or an employee shall pay such dues each year in a lump sum.

2. **Remittance of Dues**

With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or representation fee, the Board agrees promptly to remit monthly that portion allocated to the Association and the balance for both the NEA and MEA, to the Association, accompanied by an alphabetical list of employees from whom such deductions have been made, categorizing them to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. The Association agrees to furnish any other information needed by the Board to fulfill the provisions of the Article, and not otherwise available to the Board.

3. **Employees Leaving The System**

Any special fees levied by the Association shall be collected by the Association in their entirety from employees leaving the system prior to June, or entering the system after September; however, membership dues shall be collectable by the payroll clerk, acting as the agent from the Board, only for those months or portions thereof that an employee is in the system.

4. **Refund of Dues**

The right to refund to employees, monies deducted from their salaries under such authorizations, shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of any dues deducted by the payroll clerk, acting as the agent of the Board, and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to indemnify and hold harmless

the Board for all sums proven to have illegally or improperly deducted and/or remitted to the Association.

5. **Additional Deductions May Be Added**

The Board shall also make payroll deductions upon authorization from the employees for any plan or programs jointly approved by the Association and the Board.

6. **Association To Hold Board Harmless**

The Association agrees to hold the Board harmless from any action growing out of these deductions, and assumes full responsibility for the disposition of all funds turned over to the Association.

7. **Dues Deducted**

Pursuant to such authorization the payroll clerk, acting as the agent of the Board, shall deduct one eighteenth of such dues from the first regular salary check from which the aforementioned agent of the Board would normally deduct these dues, of each month for nine (9) months, beginning in September and ending in May of each year.

8. **Employees Employed After Start of Year**

Deductions for employees employed after the start of the regular school year shall be appropriately pro-rated to complete payments by the end of the regular school year.

9. **Authorization of Payroll Deduction**

The employees who pay in a lump sum shall do so prior to receiving their first regular salary check from which the payroll clerk, acting as the agent of the Board, would normally deduct these dues.

ARTICLE 2

SCHOOL AND ADMINISTRATIVE RIGHTS

A. Management Function

There is reserved exclusively to the Board all responsibilities, powers and rights designated it by the laws and Constitution of the State of Michigan and the United States of America, excepting where expressly and in specific terms limited by this Agreement. These responsibilities, powers and rights shall include but are not limited to:

1. Executive Management and Administrative Control

To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;

2. Employment of Staff

To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees. For purposes of this Agreement, assignment is placement within an administrative unit, and transfer is movement between administrative units;

3. Establish Curriculum

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 Board;

4. Instruction

To decide upon the means and methods of instructions, including the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature; Department Chairpersons shall be consulted for recommendations;

5. Schedules and Responsibilities

To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of employees and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment not subject to the terms of this agreement.

B. Limitation By Terms of Agreement

The exercise of the foregoing powers, rights, authority, duties, and responsibility 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.

C. Enforcement of Rules and Personnel Policies

It is agreed that the Board retains the right to enforce rules and personnel policies relating to the duties and responsibilities of employees and their working conditions, which are not contrary to the terms of this Agreement.

ARTICLE 3

ASSOCIATION AND EMPLOYEE RIGHTS

A. Non Discrimination

The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Michigan Employment Relations Act, MCL 423.201 et seq or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any employee 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 lawful activities of the Association, or collective professional negotiations with the Board or his/her institution of any grievance. The Board and Association mutually agree and support the principle that no employee will be discriminated against with respect to age, sex, race, heritage or any other matter regarding human rights.

B. Use of School Facilities and Equipment

The Association may have the right to use school faculty rooms and cafeteria, without charge, for professional meetings during those times when the building is regularly covered by the custodial staff. Room clearance shall be made with the administrator appointed by the Board for this responsibility and such meetings shall not interfere with regularly scheduled school activities or employee responsibilities. Association meetings shall be scheduled to occur after duty hours and the Board shall respect the scheduled meetings, which have been properly cleared with the administrator appointed by the Board for this responsibility.

The Association shall have the right to use school facilities and equipment when such equipment is not otherwise in use and prior approval has been granted by the administrative unit principal. The Association shall pay for the cost of all materials and supplies incident to such use and consistent with the Board of Education policies.

C. Membership Identification

No employee shall be prevented from wearing insignia, pins, or other such identification of membership in the Association either on or off school premises.

D. Use of Mail Boxes

The Association may use employee mailboxes for Association correspondence after providing the administrative unit principal with a copy of such correspondence. Correspondence distributed in employee mail boxes shall be clearly identified as being distributed by the Association.

E. Use of Bulletin Boards

Bulletin boards in faculty rooms may be used by employees in such ways to avoid student involvement in organizational affairs and are subject to the control of the administrative unit principal.

F. Financial Reports

When requested for negotiation purposes, the Board will provide, at the written request of the Association, available information concerning the budget, which has been submitted to, and approved by, the Board of Education at a regular meeting, or to another governmental agency, and factual information concerning the financial resources of the School District.

G. Processing of Grievances

When requested for the processing of grievances, the Board will provide, at the request of the Association, such information as will be necessary for the Association to process those grievances, with the exception of confidential files.

H. Association Required To Specify Information

To obtain information as outlined in F and G above, the Association will be required to specify the information desired and to give the purpose for which it is desired.

I. Personnel File

Each employee shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may, at the request of the employee, accompany the employee in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of these files and shall take place in the office of the administrator.

Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempt from review.

ARTICLE 4

GRIEVANCES AND GRIEVANCE PROCEDURE

A. Definition

A grievance is defined as a claim filed by an employee, group of employees or the Association that there has been a violation, misinterpretation or misapplication of the terms of this Agreement. The following matters shall not be the basis of any grievance filed under the procedure set forth in this Article:

1. The discharge or demotion of a tenured employee or any other matter within the jurisdiction of the State Tenure Commission.
2. The discharge or nonrenewal of any probationary employee.
3. Any matter related to the content of any evaluation of an employee, including the content and development of an individualized development plan.
4. The failure to appoint or reappoint, or the termination of, any employee to a Schedule C (extra duty) assignment.

B. Days Defined

Any reference made to days in this Article is understood to mean business days.

C. Procedure

Step One A grievance shall exist when a claim by an employee or his/her Association Representative that there has been a violation of misinterpretation or misapplication of the terms of this Agreement has been rejected or not acted upon by the employee's administrative unit principal. This claim must be made not later than seven (7) business days after the alleged incident took place or from the time that the "grievant" first learned of the facts upon which the claim is made. Once the administrative unit principal has been made aware, verbally, of the claim, he/she will have three (3) working days to give his/her answer to the "grievant(s)" concerned and/or the Association. When the administrative unit principal's answer is not satisfactory to the "grievant", the "grievant" must proceed at Step Two within two (2) business days after the administrative unit principal's answer or the deadline for the answer if none is given.

Step Two The grievance shall be reduced to writing on the Association's standard grievance form, and submitted to the administrative unit principal involved. The grievance shall name the "grievant" involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by the appropriate reference, shall state the contention of the "grievant" with respect to these provisions, shall indicate the relief requested, and shall be signed by the "grievant". The "grievant" and/or the Association Representative, administrative unit principal, and Superintendent will meet within five (5) business days after receipt of the written grievance in an attempt to resolve it. The Association Representative and the Superintendent shall be mutually responsible for the scheduling of this meeting within specified time limits. If the grievance is not resolved in Step Two, then the grievance may be appealed to Step Three by filing a copy of the

grievance with the Superintendent within two (2) business days after the Step Two answer is rendered or the deadline for the answer if none is rendered.

Step Three The Superintendent and/or other representatives of the Board and representatives of the Association shall meet within five (5) business days after receipt of the grievance, unless a longer time is mutually agreed upon between the parties, after working hours, in an attempt to resolve it. The answer from this step will be forthcoming within five (5) business days of conclusion of this meeting. The Association Representative and the Superintendent shall be mutually responsible for the scheduling of this meeting within specified time limits. Should the grievance remain unresolved, the grievance may be submitted to arbitration by filing a Demand for Arbitration with the American Arbitration Association within fifteen (15) business days of the Step Three answer or the deadline for the answer if none is given. Only the President and/or the Executive Board of the local Association shall have the right to determine whether the grievance is to be submitted to arbitration.

D. Arbitration

Arbitration proceedings shall be conducted by an arbitrator to be selected by the representatives of the Board and the Association according to the procedures and rules of the American Arbitration Association, which shall likewise govern the arbitration proceedings.

E. Powers of the Arbitrator

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after conducting the hearing, to make a decision in cases of all alleged violations of the specific Articles and sections of this Agreement. The authority of the arbitrator shall be limited as follows:

1. The arbitrator shall have no power to establish salary scales or change any salary.
2. The arbitrator shall have no power to rule on any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matters subject to the procedures specified in the Teacher's Tenure Act, MCL 38.71 et seq. He/she shall have no power to rule on the discharge or demotion of any tenure employee nor the discharge or nonrenewal of any probationary employee.
3. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of the Agreement. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement.
4. The arbitrator shall have no power to rule upon the content of an evaluation or the content and/or development of an individualized development plan.
5. The arbitrator shall have no power to rule upon any extra duty assignment or the appointment or termination of any employee in an extra duty assignment.
6. The arbitrator shall have no power to hear any grievance upon a matter excluded from the grievance procedure of this Agreement or expressly excluded from arbitration.

F. Arbitrability

If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first rule on the question of whether the grievance is arbitrable under the terms of this Agreement. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be returned to the parties without a decision or recommendation on its merits.

G. Written Decision

The arbitrator will give a written decision within thirty (30) days after the final hearing. This decision will be final and binding upon both the Board and the Association.

H. Decision To Be Final and Binding

An arbitrator's decision, if within the scope of authority as set forth above, shall be final and binding on the Association, its members, the employee or employees involved, and the Board.

I. Fees And Expenses

The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called upon by the other.

ARTICLE 5

TEACHING HOURS AND SCHOOL CALENDAR

A. Duty Hours

All employees are to be on duty a maximum of seven 7 hours and 5 minutes according to the schedule set up by the administrative unit principal, except that on Fridays, half days and on the last student day preceding a scheduled holiday recess the employee work day shall terminate five (5) minutes following departure of the afternoon buses. Part-time employees' classes will be scheduled consecutive whenever possible. The duty hours of employees may be adjusted as necessary to meet any requirements of the School Code and State School Aid Act for the receipt of full funding and appropriations.

B. Lunch Period

All employees shall be entitled to a duty-free uninterrupted lunch period equivalent to, but in no event, less than thirty (30) minutes before and after which they are expected to perform duties as assigned by their administrative unit principal. In no case shall the thirty (30) minute lunch period be assigned anytime before the lunchroom is opened or anytime after the lunchroom has been closed. However, nothing in this Article shall prevent an employee from voluntarily accepting a lunch period when the cafeteria is closed.

C. Teaching Load

The normal weekly teaching load for all employees covered by the Agreement will not exceed an average of 5 hours and 45 minutes of pupil contact per day. In no event shall length of class day be lengthened unless by mutual agreement. Assignment to supervise a study period shall be considered a teaching period for purposes of this Article.

D. Class Schedules

Class schedules, hours of instruction, etc., are recognized as administrative and Board of Education prerogative as outlined in Article 2 of the Contract.

E. Planning/Conference Time

All secondary employees shall have a period of fifty-five (55) minutes for planning each student day. All elementary employees shall have a period of fifty (50) minutes for planning each student day. The planning time at the elementary shall be provided through the use of special teachers, i.e. music, art, PE, foreign language, computer. One teacher per grade level may remain indoors supervising students during outdoor classroom.

All instruction of students shall be provided by certified teachers including time spent in the elementary, outdoors classroom. Elementary employees shall determine the amount, not to exceed thirty (30) minutes, and the clock hour of the outdoor education.

On days when the student schedule is changed due to weather delays, the administration will provide a shortened student schedule that allows for equal planning time for teachers.

F. Deviations From Schedules

Deviations from the schedules are permitted by the administrative unit principal to provide time for special programs of an infrequent nature during the normal school day.

G. Staff Meetings - District

Attendance at entire staff meetings called by the Superintendent of Schools is mandatory, unless excused by previous arrangement by the Superintendent.

H. Staff Meetings - Administrative Unit

Administrative unit meetings will be called by the administrative unit principal when necessary and attendance shall be mandatory unless excused by previous arrangement with the administrative unit principal. These meetings shall be held on a predetermined weekday to be established by September 15th of the school year. There shall be no more than 10 meetings of not more than one (1) hour each.

I. School Calendar

No Deviation From Calendar

For the term of this Agreement, the school calendar shall be set forth in Schedule A. There shall be no deviation from, or change in the school calendar except by mutual agreement between the Board and the Association.

ARTICLE 6

TEACHING CONDITIONS, ASSIGNMENTS AND CLASS LOADS

A. Educational Materials and Equipment

The administration and any department chairperson will confer, at the request of either party, for the purpose of improving the selection and use of educational equipment and materials. They will undertake to implement these joint decisions within the scope of their financial ability and authority. The Board agrees to keep the above-mentioned equipment in good working order and to supply materials needed to maintain effective educational programs, in keeping with the Board's adopted budget.

B. Faculty Rooms

The Board shall make available in each school at least one room, appropriately furnished, which shall be reserved for use as a faculty room. This room shall be available to educational staff provided that, at times, teaching personnel may reserve it for special meetings, at which time it is understood that other working personnel shall be excluded. This room shall not be open to students during the normal time it is being used by employees. Provision for such facilities will be made in all future buildings with the exception of buildings in temporary use.

C. Telephones

Access to school telephones in a private area shall be made available to employees for official, confidential school business use.

D. Vending Machines

Only upon the request of the Association shall vending machines be permitted in the employees' lounge. The Association will be completely responsible for these machines and will therefore receive any proceeds realized from the machines.

E. Parking

Adequate off-street parking will be provided and properly maintained.

F. Faculty Pass

A faculty pass (including spouse only) shall be provided to all individuals who voluntarily sign up and agree to assist at school sponsored events. The list will be posted and assignments based upon need by the sponsoring agency.

G. Unsafe Conditions

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. It will be the responsibility of all

employees to report any unsafe conditions or acts to their administrative unit principal immediately.

H. Teaching Assignments

Teaching assignments shall be based upon the areas of an employee's certification, qualification, in accordance with state and federal requirements (i.e., ESEA, NCLB). The Board will budget an amount of money within each administrative unit for the specific purpose of professional development. Priority will be given to those employees teaching in areas in which they have not taught during the previous five (5) years. Any reimbursement must be authorized prior to incurring expenses.

Should the Board choose to send the employee to college/university classes, only the tuition will be covered by the Board and the Board shall have the right to determine which courses it will pay for. Teachers with assignments in a different building shall be given fifteen (15) minutes travel time between buildings if the employee is required to teach a class that would normally begin within fifteen (15) minutes.

I. Assignments During A Planning Period

If an employee performs any mandatory required duty during his/her planning period on a temporary or emergency basis, such as an IEPC, principal meeting, or more than two (2) monthly curriculum meetings of no more than twenty-five (25) minutes each, or one planning period per month, etc. (i.e. excluding work as a substitute teacher), additional compensation will be paid at \$20.00 per period. If an employee accepts any mandatory required duty during a planning period on a permanent basis, such as teaching an extra class (i.e. an overload schedule), additional salary compensation will be paid on a proportionate basis – e.g. an employee teaching an extra (5th) class during a 5 period student day will receive 1/5 more salary per year, an employee teaching a 6th class during a 6 period day will receive 1/6th more salary per year, etc. This amount will be pro-rated if the overload assignment is for less than one year (e.g. for a semester or trimester). A teacher assigned to an extra class during a "zero hour" shall receive 1/5 or 1/6 etc. (as the case may be) of the BA Base, pro-rated for partial year.

J. Notification of Tentative Assignments

Employees, other than newly hired employees, will be notified in writing of their tentative assignments for the coming school year prior to the end of the present school year, and any changes that are made shall result in the employee being notified of such change, no later than the 1st day of August. Any changes made after August 1 shall be done after meeting with the employee and the Association.

K. Additional Assignments

Consideration in offering assignments in addition to the normal teaching assignments will be given to employees regularly employed in the system, but in no way can these be made obligatory.

L. Pupil - Instructor Ratio

The parties recognize that pupil-instructor ratio is an important aspect of an effective educational program. The Board agrees to:

1. make every effort to keep class size at an acceptable number;
2. assure that class size will be appropriate to the room assigned and the equipment and materials available.
3. place the best interest of sound education as the first priority within the framework of existing financial conditions;
4. recognize the recommendation of the Professional Studies Committee pertaining to the educational validity of disproportionate pupil-employee ratios.

M. Supervision of Students

During the school day, employees are responsible for student supervision at all times.

If the administrative unit principal requests that employees supervise students, the employee will be paid \$75 each semester per 15 minute weekly assignment.

Such arrangements must be approved by the administrative unit principal at the beginning of each school year.

N. Class Sponsorship

On the first employee duty day of each school year, employees shall be asked by the administrative unit principal to volunteer for class sponsorship. Employees who volunteer to sponsor grades 8-12 are volunteering to stay with the same class of students until they graduate.

If two (2) sponsors per class are enlisted, Plan A will be followed. If fewer than two (2) sponsors per class are enlisted, Plan B will be followed.

Plan A: The two (2) voluntary sponsors shall be expected to assume duties normally associated with class sponsorship, provided written guidelines for such duties are furnished to the employees when the enlistees are accepted.

Plan B: The administrative unit principal shall assign employees in groups to assume duties normally associated with class sponsorship, provided that written guidelines for such duties are furnished to the employees when such assignments are made.

The Board will provide an amount of money (see Schedule C) for each grade level, 8-12, to be used in relation to class sponsorship duties. This money will be used at the discretion of the class sponsor subject to approval by the administrative unit principal.

O. Job Sharing Employee

Job Sharing Employee shall refer to two employees who initiate the arrangements for filling a single position in a manner mutually agreed to by those persons, as well as the Association, and the administrative unit principal. Such teaching arrangement will be strictly voluntary and persons scheduled in such an arrangement shall be defined as part-time employees.

Salary, fringe benefits, and seniority accrual for part-time employees shall be set at a proportional rate. Seniority shall accrue in one-month increments for every twenty (20) consecutive teaching days of service as a part-time employee.

P. Special or Substitute Teaching Assignments

1. Substitute Employee List Maintained

The Board of Education agrees at all times to maintain a list of substitute employees. In the case of an employee's absence, it shall be the responsibility of the Administrative Unit Principal or his/her designee to arrange for a substitute employee.

- a. On orientation day, employees shall be informed of the person and telephone number to contact should the employee be unavailable for work.
- b. Any employee who will be unavailable for work shall notify the above stated person by 6:30 a.m., or be subject to loss of pay for that day, except in circumstances beyond the control of the employee.
- c. If the employee knows that he/she will be unavailable for work the following day, or knows during an absence that he/she will be able to return to work the following day, it shall be his/her responsibility to notify the appropriate person of his/her intent for the following day, no later than end of the school day, if at all possible.

2. Regularly Employed Employees As Substitutes

The practice of utilizing regularly employed employees as substitutes during their planning period is allowed. Such employees shall be compensated as follows:

Middle School and High School teachers who substitute during their planning period may elect either:

- a. To receive \$20 pay; or
- b. To receive a paid time off (PTO) coupon for the length of time he/she substitutes. These coupons may accumulate, and once the employee accumulates the equivalent of a student day worth of PTO coupons, he/she shall be allowed a day off with pay. PTO time may accumulate up to two (2)

days. Thereafter it must either be taken or paid off at the rate of \$100 per day. PTO time may only be taken at times approved in advance by the building administrator.

Elementary teachers who give up their planning period due to a lack of specialists (i.e. art, music, PE) shall have the same payment options described above. If an elementary teacher is required to take an entire classroom of students for a whole day, the teacher may elect either \$100 or one (1) PTO day. In situations where the teacher is assigned a fraction of another classroom, and/or has the classroom for less than a whole day, the compensation or PTO time will be pro-rated. (For example, if the teacher is assigned 1/2 of another classroom for a full day, the compensation or PTO time will be 1/2; and if the teacher has 1/2 of another classroom for 1/2 of the day, the compensation or PTO time will be 1/4; etc.). The accumulation and taking of PTO time shall be subject to the same limits and restrictions as provided above with respect to Middle School and High School teachers.

3. **Paid Time Off (PTO)**

Paid Time Off (PTO) Coupons may carry over (up to one day) from year to year and be used in one-half (1/2) day increments.

Q. **Curriculum Teams and Leaders**

The District shall have 10 curriculum teams – i.e. 4 core (i.e. English and language arts, math, science and social studies) teams at the K-5 level, 4 core teams at the 6-12 level, plus a practical arts team and a fine arts team.

Each teacher will serve on a curriculum team of his/her choice, provided each content level has a grade level representative. If teacher choices do not result in adequate representation on the curriculum teams, then curriculum team adjustments will be made by the Curriculum Director, in consultation with the building administrators. Team assignments will generally be based on a teacher's grade level or subject matter assignment and will typically be for a period of 3 years. A teacher having a preference for a curriculum team assignment, or desiring a change in curriculum team assignment, may make his/her interests known to the Curriculum Director by March 1st of each school year.

Each curriculum team shall, at its final spring meeting of each school year, elect a team leader for the next school year. Team leaders shall be responsible for: developing and distributing meeting agendas, attending all Curriculum Council meetings, making a written report of each team meeting (including meeting date, staff attendance [i.e. present and absent] record, summary of agenda items discussed and recommendations, etc.), communicating with all administrators concerning curricular area, being knowledgeable of the team's subject area (e.g. benchmarks, MEAP, etc.), and being available as a resource to the administration and Board, etc.

ARTICLE 7

TEACHING VACANCIES, PROMOTIONS AND TRANSFERS

A. Employee Transfer Request

Requests by an employee for a change in assignment or a transfer shall be made in writing, one copy of which shall be filed with the Administrative Unit Principal, and one copy may be filed with the Association. The application will set forth the reasons for transfer, the position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.

B. Vacancies During School Year

The Association recognizes that when teaching vacancies occur during the school year, it may be difficult to fill them from within the teaching staff without undue disruption to the existing instructional program. Vacancies occurring during the school year shall be posted on each faculty room bulletin board for seven (7) calendar days prior to the filling of such positions. However, after the seven (7) calendar days, the Superintendent may fill such a vacancy on a temporary basis with another employee or with a temporary employee, as determined by the anticipated length of the vacancy.

C. Vacancies For Next School Year

Whenever a vacancy occurs, it shall be posted for seven (7) days on each designated bulletin board. If the vacancy occurs during a school recess, the notice of vacancy shall be mailed to each qualified employee requesting such notice and the posting shall remain open for ten (10) days if the vacancy occurs prior to July 1. Vacancies occurring after July 1 shall be treated in the same fashion with the time period being five (5) days. All days will be days the Administration offices are operating.

The most senior employee making application for the vacancy shall be awarded the position, provided he/she is equally or better qualified than any other applicant for the vacancy. The determination of the relative qualifications of the applicants shall be made by considering the extent and recency of relevant qualification factors such as, but not limited to, academic preparation and degrees, areas of certification, work and training experiences in the subject area of the assignment, and professional recommendations and references.

D. Change of Assignment

The Board and Association recognize that changes in grade assignments in the elementary schools, changes in subject assignments in the middle school and high school, and transfers between administrative units will sometimes be necessary and desirable in the best interests of pupils and employees.

E. Return To Employee Status

Any employee who shall be transferred to an administrative position and shall later return to an employee status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to the administration status.

F. Schedule C Positions

The positions listed in Schedule C will not be subject to Sections A through E but will be filled in the following manner:

1. Athletic assignments will be made by the Athletic Director who will consider the recommendations of the coaching staff, qualifications, experience, interest, and other pertinent information. Final approval shall be the prerogative of the Superintendent of Schools.
2. Activity advisors and sponsor assignments will be made by the Administrative Unit Principal who will consider the recommendations of his/her teaching staff, qualifications, experience, interest, and other pertinent information.
3. Driver Education, Adult Education and Summer School assignments will be made by the Superintendent or Program Coordinator, who will give first consideration to regularly employed employees in our system, and also consider recommendations by the staff, qualifications, experience, interest, and other pertinent information.

G. Extra Duty Positions Not Automatically Filled

It is the understanding of both parties that positions for extra duty pay as listed in Schedule C are not to be construed to mean that all positions will be automatically filled each school year, but that determination will be made by the Board, dependent upon the financial resources of the school district, and any position not filled due to this determination is not subject to the Grievance Procedure.

ARTICLE 8

LAYOFF AND RECALL

A. Notice of Intent

If the Board determines that it is necessary to decrease the number of employees, or eliminate or consolidate positions, the Board shall notify the Association in writing of its intention to do so and the reasons therefore.

B. Seniority

1. Definition of Seniority

- a. Seniority shall be defined as length of service in the bargaining unit.
- b. Any individual on an unpaid leave of absence of any type, shall retain previously accumulated seniority, but shall not accumulate seniority while on leave.
- c. Employer-approved paid sick leaves and sabbatical leaves shall continue to accumulate seniority.
- d. All bargaining unit seniority is lost when employment is severed by resignation, retirement and/or just cause for discharge.
- e. A bargaining unit member employed as school social worker or school psychologist shall earn and hold seniority in his/her assignment as a social worker or a psychologist only. Such seniority credit shall not apply to regular teaching vacancies or assignments.

2. Seniority Tie Breakers

If two or more employees have the same last date of hire, they shall appear on the seniority list by (1) date on hiring agreement, (2) highest degree held, (3) credit hours beyond highest degree held and (4) flip of a coin

3. Current administrators who held teaching positions previous to February 3, 1983, will be granted credit for their years of teaching.

C. Seniority - Annual Statement

By March 1, each year, the Superintendent shall prepare a seniority list with the certification of each employee. A copy of the list shall be furnished each employee. The employee will have ten (10) working days to indicate any discrepancies; if none are submitted, the list will then be determined to be accurate.

D. Reduction in Force Guidelines

Layoff shall conform to the following guidelines:

1. Layoff In Order Of Seniority

Employees shall be laid off in the order of seniority starting with the least senior employee, provided that:

- a. there is a more senior tenured employee whose position has been eliminated and who is eligible to replace and perform all of the duties of the least senior employee
- b. the Board may offer an employee part-time employment in lieu of layoff, provided that if such offer of employment is refused, the employee shall retain his/her position on the recall list subject to the rights of other employees pursuant to this Article.

2. Written Notice

Employees subject to layoff shall be notified in writing not less than twenty (20) calendar days prior to such layoff if the layoff is scheduled to take effect during the school year. If such layoff is to take effect at the opening of a new school year, employees subject to layoff shall be notified in writing no later than June 30. In instances of substantial and unforeseen changes in student population, or other conditions, a general reduction in the number of employees employed by the Board shall be allowed. In such circumstances, the Board or its representative shall consult with the Association President, who in consultation with the Association Executive Board, shall jointly arrange notification procedures.

3. Suspension of Benefits

Any layoff shall suspend, for the duration of the layoff, the Board's obligation to pay salary or fringe benefits under any individual contract of employment or under this agreement; however, an employee shall be eligible to receive any benefits which were earned but not yet paid prior to the layoff.

4. Association Notification of Layoff

The Association President shall be informed in writing of the names of employees subject to layoff.

E. Recall Procedures

Recalls shall be subject to the following conditions:

1. **Recalls In Order Of Seniority**

Tenured employees on layoff will be recalled to the next available vacancy for which they are certified and qualified which arise within three (3) years of the effective date of their layoffs. Probationary employees on layoff will be recalled to the next available vacancy for which they are certified and qualified which arise within one (1) year of the effective date of their layoffs. Thereafter, there is no right of recall to any position of employment.

Employees shall be recalled in the order of seniority starting with the most senior eligible employee on layoff. Bargaining unit members employed as a social worker or a school psychologist and on layoff shall not be subject to recall to a teaching vacancy for which he/she may otherwise be certified and qualified, except according to his/her seniority acquired in a teaching capacity.

2. **Written Notice Of Recall**

If no recall date is set forth in the notice of layoff, the Board shall give written notice of recall from layoff by sending a certified letter to the employee at the employee's last known address as it appears on Board records, which address shall be conclusive for purposes of this Article. It shall be the responsibility of each employee to notify the Board of any change in address.

3. **Responsibility To Appear**

If a recall date is set forth in the notice of layoff, it shall be the employee's responsibility to appear for reinstatement on the date specified.

4. **Failure To Appear**

It is the obligation of the employee, except as hereinafter provided below (Subsections (a) and (b) of this Section) to report his/her availability to work at the specified time within ten (10) calendar days from the date of the mailing of the recall notice. Such notice shall be mailed at least ten (10) calendar days prior to the beginning of the work date. Unless the employee meets this obligation, his/her failure to do so shall be considered a voluntary quit and shall thereby terminate his/her individual contract and any other employment relations with the Board. An extension shall be granted provided that:

- a. Prior to the issuance of a recall notice, the employee has executed a written contract of employment for a teaching position in another school district; and
- b. The employee has within the ten (10) day reporting period requested, in writing, an extension to allow for completion of his/her year's teaching duties in another district. The employee shall indicate, in writing, his/her intent to accept the position to which he/she is recalled.

5. **Obligation Shall Terminate**

The obligation of the Board to rehire an employee shall terminate when the employee rejects or does not respond within ten (10) calendar days to an offer of a position equal to the one he/she was laid off from, when the employee resigns, retires, dies, or certification lapses.

6. **Association Notification Of Recall**

The Association President shall be informed in writing of the names of employees who will be recalled.

F. **Definition of Terms**

The following definitions of terms shall be used for purposes of this Article:

1. **Eligible Employee**

An eligible employee means an employee who is certified and qualified to perform the duties of the position to be filled.

2. **Service Date**

Service date means the date when the employee first provided professional services for the Board since any break in service. An employee employed by the Board in a non-bargaining position shall neither accrue nor lose seniority during the period of such employment.

G. **Unemployment Compensation**

An employee who is laid off and who is paid unemployment compensation benefits during the summer immediately following the layoff and who is subsequently recalled to an equitable teaching position at the beginning of the next school year will be paid according to an annual salary rate which will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off, subject to the following conditions:

1. The total of unemployment compensation plus salary earned by employment in the district shall not be below that which the employee would have received had he/she been employed the entire school year.
2. This Article would be implemented June 1, 1984.
3. When the Court decides that this procedure is illegal, the employee will receive a lump sum refund within thirty (30) calendar days.

If a State or Federal Court were to disclose that the above provisions are not enforceable, that employer agrees to negotiate the above provision. The Association shall be held harmless in any court cases arising out of the application of this provision.

H. Procedures Shall Not Apply

The procedures set forth in this Article shall not apply to the involuntary termination of the employee for unsatisfactory service or breach of contract, or the voluntary termination of an employee.

I. Substitute Employee List

Employees on layoff will be given priority on the substitute employee list provided they are available and interested.

ARTICLE 9

PROFESSIONAL RESPONSIBILITIES AND CONDUCT

A. Professionalism

The Administration and the Association recognize that teaching is a profession and requires the adherence of each employee to professional responsibilities with respect to their personal conduct toward students and parents, including conducting themselves as appropriate role models as professional educators.

B. Disciplinary Action

No tenured employee shall be disciplined (warnings, reprimands, suspensions of less than three days in a school year) without just cause. The discharge or demotion of a tenured employee shall be governed exclusively by the procedures and standards of the Michigan Teacher Tenure Act applicable thereto and shall not be subject to the grievance procedure or to arbitration under the terms of this Agreement. The termination or nonrenewal of a probationary employee shall be governed exclusively by the procedures and standards of the Michigan Teacher Tenure Act applicable thereto and shall not be subject to the grievance procedure or to arbitration under the terms of this Agreement.

C. Complaints

Complaints shall not be placed in the employee's personnel file without prior written notification to the employee and discussion with the unit principal and complaining person.

ARTICLE 10

STUDENT DISCIPLINE AND PROTECTION OF EMPLOYEES

A. Discipline Rules and Regulations

It is recognized that student discipline problems can be dealt with most effectively when employees, administrators and the Board of Education are working in unison to provide a constructive educational setting. The Employer, in consultation with employees, shall promulgate rules and regulations setting forth the provisions to be utilized in disciplining, suspending and expelling students for misbehavior. Such consultations shall have taken place by May 15 of each school year; times and dates to be established by the administrative unit principal. Copies of such rules and regulations shall be distributed to each employee on Orientation Day at the beginning of each school year. Employees shall be notified of any procedural changes adopted during the school year.

B. Assault

1. Removal of Student

Upon receipt of a complaint from an employee that he/she has been physically assaulted by any student(s) and/or verbally or physically threatened with bodily harm by any student(s), the administrative unit principal shall promptly relieve the employee of the responsibility for supervision and/or instruction of the student(s) pending an investigation and disposition of the complaint. The employee shall provide the administrator with a written statement, describing the particulars of the incident, at the time that the complaint is made.

2. Legal Counsel - Assault

Any case of assault upon an employee resulting from school associated duties shall be reported immediately, and confirmed in writing within 48 hours, to the Superintendent or his/her designated representative. The Board will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault and render all necessary assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities, provided that it has been determined that the employee has acted within the scope of School and Administrative Policy. Whether an employee has acted within the scope of School and Administrative Policy for the purpose of this provision shall be considered a grievable issue and, if necessary, shall be determined through such channels.

C. Legal Counsel - Disciplinary Actions

If any employee gets legally involved because of disciplinary actions taken by the employee against a student, the Board will provide legal counsel and render all necessary assistance to the employee in his/her defense provided that it has been determined that the employee has acted within the scope of School and Administrative Policy. Whether an employee has acted

within the scope of School and Administrative Policy for the purpose of this provision shall be considered a grievable issue and, if necessary, shall be determined through such channels.

D. Reimbursement For Losses

The Board will reimburse employees for any loss, damage or destruction of clothing or personal property of the employee while on duty if resulting from such previous assault. If an employee is injured while in the line of duty, free medical, surgical or hospital care will be furnished by the Board to an accredited hospital, provided the injury is reported immediately and confirmed in writing, within 48 hours after such injury, to the extent provided by Worker's Compensation and in a case where the employee has exhausted the extent of his/her personal insurance provided it has been determined that the employee has acted within the scope of School and Administrative Policy.

ARTICLE 11

EMPLOYEE PERFORMANCE EVALUATION

A. Employee Performance Evaluation Defined

The Board and the Association both recognize the right, duty and responsibility of the administration to conduct employee performance evaluations of each employee's performance. Both parties recognize the purpose of an employee performance evaluation is to maintain and/or improve the effectiveness of the employee. It is understood that any employee performance evaluation will be based on valid, pertinent and well-identified criteria. Furthermore, it is agreed that evaluations and/or observations be conducted openly and with full knowledge of the employee. The entire process is designed to include positive reinforcement, constructive criticism and mutual follow-up efforts to bring about employee improvement in any area that has been identified as a weakness.

B. Schedule of Employee Performance Evaluations

At the beginning of each school year, a probationary employee who has completed one year of probation shall be provided with an individualized development plan developed by administrative personnel in consultation with the probationary employee. A probationary employee will be observed at least two times each full school year during the probationary period. The final evaluation shall be based on, but not limited to, at least two classroom observations held at least sixty days apart, unless a shorter interval between the two classroom observations is mutually agreed upon by the employee and the administration. The performance evaluation shall include at least an assessment of the employee's progress in meeting the goals of his or her individualized development plan. Each tenure employee shall be evaluated at least once each three (3) years and prior to May 15. The teacher shall receive a copy of the procedure prior to the evaluation. Tenure employees may be requested to meet with his/her supervisor to discuss performance at least once during each of the interim years between written evaluations. If a tenured employee has received a less than satisfactory performance evaluation, the employee shall be provided with an individualized development plan developed by administrative personnel in consultation with the tenure employee. The performance evaluation will be based on, but not limited to, at least two classroom observations conducted during the period covered by the evaluation. If the tenured employee has been provided an individualized development plan, the evaluation shall include at least an assessment of the employee's progress in meeting the goals of his or her individualized development plan. Nothing in the Article should be construed to limit the number of written performance evaluations for an employee.

C. Designated Evaluators

Each employee shall be assigned a primary or immediate supervisor at the beginning of each school year during which he/she is scheduled for formal evaluation. Any changes in such assignment shall be made known to the employee and to the Association President. The assigned administrator shall be primarily responsible for the employee's formal evaluation. If the assigned administrator wishes any other person, whether or not employed by the district, to consult or participate in the evaluation, the employee will be so notified. The formal evaluation shall be approved and signed by the assigned administrator.

D. Duration of Evaluation Non-Tenure Employees

Each written employee performance evaluation for non-tenure employees shall be based on no less than thirty (30) minutes of observation which may consist of two fifteen (15) minute periods or one thirty (30) minute period. The length of time of the employee performance evaluation will be noted on the evaluation form. All monitoring and/or observations of the work of an employee shall be conducted openly.

E. Probationary Employee Evaluations

No later than March 15th of each probationary year, a final written employee performance evaluation report will be furnished to the Superintendent for each probationary employee. A copy shall also be furnished to the employee. If the report contains information not previously made know to and discussed with the probationary employee, the employee shall have an opportunity to submit additional information to the Superintendent. In the event a probationary employee is not continued in employment, the Board will advise the employee of the reasons thereof, in writing at least sixty (60) days prior to the end of the probationary period. It is understood that the Administrative Unit Principal shall have had a conference with such employee prior to official notification.

F. Grievance Procedure

It shall be expressly understood by both parties that the content of an adverse employee performance evaluation is not subject to the grievance procedure and that evaluations will be one of the factors in the Board's determination of the individual's future within the system. The procedure used in obtaining an evaluation of the employee's competence is grievable.

G. Improvement of Evaluation Process

Both parties shall work to improve the evaluative criteria used to judge the performance of employees. Upon request of either party, a joint committee shall be established to revise the evaluation tools. Any changes recommended by such committee's efforts shall be submitted to both parties for approval prior to adoption. The evaluative tool agreed upon by both parties shall be the only tool used until further revised by the above procedure.

H. Random Evaluations

The Board and the Administration reserves the right to monitor, audit, observe and evaluate any class or school activity whenever it deems it appropriate, providing it is accomplished with the full knowledge of the employee in charge.

I. Video Taping

A technique that may be employed for employee performance evaluation may include the video taping of a lesson. After discussion with the employee in a post evaluation conference, the tape will be given to the employee who will erase and return it. There shall be no duplication of the video tape; the intent of the parties being only the original tape will be used for evaluation and discussion purposes.

ARTICLE 12

MENTOR PROGRAM

- A. Each probationary employee, in his/her first three (3) years in the classroom, shall be assigned a Mentor Teacher, according to Section 1526 of the School Code. The Mentor Teacher, defined as a tenured teacher, a retired teacher, or college professor, or appropriate alternative, excluding supervisory personnel shall be available to provide professional support, instructions, and guidance. The purpose of the Mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion, to acclimate the teacher to the duties of the job, and to provide necessary assistance to provide quality instruction. The Board and Association agree the relationship shall be confidential and shall not be a matter included in an evaluation.
- B. A mentor shall be assigned in accordance with the following:
1. A reasonable effort will be made to assign the Probationary Teacher with a Mentor who works in the same building and has the same area of certification as the Probationary employee.
 2. The Mentor shall meet with the Probationary employee informally whenever possible or necessary. A formal conference between the Mentor and first year Probationary employee shall be scheduled to occur prior to the start of the school year. This conference will be a minimum of one hour in length.
 3. Once a Mentor accepts the position, he/she will continue in that position for the first three years of the probationary period unless the administration agrees to release the Mentor from responsibilities or administration reassigns the Mentor.
 4. Either the Mentor or the Probationary employee may request to terminate the Mentor-Probationary employee relationship if, in either party's opinion, the relationship is not productive. The request will be given to the building administrator. If the request is upheld, a new Mentor will be assigned the Probationary employee.
 5. Each Mentor shall receive a job description and training. The Association and Administration will work together in order to accomplish these tasks.
 6. A mentor employee assigned from the bargaining unit shall be compensated in the amount for \$250.00 per assignment per semester.
 7. The Mentor/Probationary employee will be released one-half (1/2) day every nine (9) week marking period to meet with each other. In addition, the Mentor and the Probationary Employee shall meet at least four (4) times during the school year with each meeting to be a minimum of one (1) hour in length.
 8. The Mentoring teacher shall complete a Mentor Program Form supplied by the District documenting all meeting times between Mentor and Probationary employee during the semester/year. Said record form shall be given to the building principal at the conclusion of each semester prior to Mentor receiving compensation for the Mentoring assignment.

ARTICLE 13

PROFESSIONAL COMPENSATION AND INSURANCE BENEFITS

A. Salary Schedule B

The basic salaries of employees covered by this Agreement are set forth in Schedule B which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

B. Extra Duties Salary Schedule C

Additional compensation for employees who are assigned extra duties which are beyond the normal teaching assignments are set forth in Schedule C, which is attached to and incorporated in this Agreement.

C. Salary Credit - Outside Experience

Employees newly employed may be given credit on the salary Schedule B for outside teaching experience in any school district. Any such credit to be granted will be granted upon hire and will not be granted retroactively.

D. Years of Experience In District and Freeze

In establishing credit for years of experience, a full-time employee employed initially at the beginning of the second semester shall receive a full year of credit on the salary schedule. An employee who was a part-time employee previously and employed at the beginning of the second semester will not advance on the salary schedule.

In the event a tenured employee receives a year-end evaluation of unsatisfactory, is placed on an IDP, and thereafter fails to achieve a satisfactory evaluation under the IDP, the employee's salary shall be frozen for the next succeeding school year. A tenured employee whose salary has been frozen shall be annually evaluated. Once the employee's performance is evaluated as satisfactory, the employee shall resume progression on the salary schedule (by placement on the step where he/she would be without the freeze) effective upon commencement of the next school year.

E. Payroll Schedule

Employees shall receive their pay in twenty-six (26) equal payments on every other Friday starting with the agreed upon date. Any employee may request all of his/her June, July and August payments to be paid with their first paycheck in June. This request must be made in writing by no later than September 30; otherwise it shall be assumed that the employee has selected to receive his/her pay in 26 equal payments. In any year that there should be 27 pay periods, the pay periods in the summer of such year shall be extended by one day for five (5) consecutive payrolls.

Coaches shall receive their extra duty pay (Schedule C) in a lump sum at the end of their coaching season, or one-half (1/2) at midpoint of the season and one-half (1/2) at the end of the season.

Employees, other than coaches, who have extra duties listed on Schedule C, shall receive payment in a lump sum at the end of the year or one-half (1/2) at the end of the first semester and one-half (1/2) at the end of the year.

F. Master's Degree Attained

To advance from the Bachelor's to the Master's degree salary column, an employee shall file written proof of having attained the new degree with the Superintendent of Schools. The appropriate salary change shall take effect on September 1st, immediately following the filing of such proof. Contracts will not be rewritten during the school year.

G. Tuition Reimbursement

1. The Board of Education shall reimburse the employee the tuition costs for graduate or undergraduate credit earned in compliance with the requirements of this contract provision. In no case shall the tuition reimbursement exceed six (6) semester hours required in any five (5) year period for teachers in possession of a professional continuing certificate or hired prior to 1992.

Beginning in 2004-2005, teachers who do not yet possess a continuing or professional certificate, upon proof of registration, shall be promptly reimbursed up to 3 credits annually at the GVSU rate, not to exceed a total of 9 credits over 3 consecutive years. Such teacher shall submit evidence of satisfactory completion of the credits within 14 days after receipt of the official transcript. If such evidence is not provided, teacher shall reimburse District for the tuition payments through payroll deduction in a manner to be mutually determined. In the event of a dispute, after consultation with the Association, the District shall deduct the payments as permitted by law.

2. It is understood that an employee should request approval of undergraduate credits only in rare incidences and the undergraduate credits will be approved only when such class will have a direct effect on improving the employee's knowledge and teaching techniques in his/her present teaching position.
3. In order to be approved, graduate or undergraduate credits or their equivalents must be of a nature that they will contribute to the development of knowledge and teaching technique in his/her present teaching position.
4. Approved graduate or undergraduate credits can only be granted by an accredited college or university and equivalent CEU's must carry State Board of Education sanction, except that contact hour equivalents may be credited for locally developed professional development activities, workshop or presentations. Contact hour equivalents may also be credited from workshops given by the Allegan, Kalamazoo, Kent and Ottawa Intermediate School districts. Credits may not be taken during school hours except with prior approval.

5. In order to receive credit for class work, all graduate or undergraduate credits or their equivalents must be approved in writing prior to the employee enrolling in the class. Prior approval must be obtained from the employee's department chairperson, building principal, and the superintendent.

H. Retirement

1. Notice of Intent To Retire

Employees intending to retire will submit to the Board a written notice of their intention to retire at least sixty (60) calendar days prior to the close of the school year.

2. Reimbursement For Accrued Sick Leave

In recognition of and appreciation for regular and faithful attendance and service to the Fennville Public Schools, effective as of July 1, 1981, an employee with ten (10) or more years experience in the district who retires under the Michigan Public Schools Retirement System shall be reimbursed at the rate of \$15.00 per day for each day of accrued sick leave.

3. Early Retirement Notification

A one time amount of \$2,000 shall be paid upon effective retirement to Association members who submit a letter of resignation for retirement purposes as follows:

DESIRED DATE OF RETIREMENT	LETTER OF RESIGNATION DATE
End of School Year	January 15 of that year.
End of 1 st Semester	August 15 of Preceding Year
Other	Five (5) months prior to date of retirement

QUALIFICATIONS/REGULATIONS:

1. Minimum of ten (10) years of service with Fennville Public Schools.
2. Must be eligible for retirement under MPSERS.
3. Once a letter has been submitted to the superintendent it may not be withdrawn.
4. Any Association member requesting this benefit must submit a letter to the district waiving all claims to unemployment benefits.

I. Insurance

1. Insurance Coverage Defined

a. During the 2005-2006 School Year: The Board of Education shall pay, per month, 93% of the premium for all members of the bargaining unit, with part-time employees pro-rated, for the following:

Part A - MESSA Pak:

SuperCare I Revised with Preventative Care Rider – OR – Choices II
(Selection of SuperCare I or Choices II to be made by eligible employees once the option becomes available)

\$5/\$10 Rx card

Delta Dental - 80/60/80:\$800

Negotiated Life - \$15,000 AD & D

Vision Care Plan - VSP-2

LTD (Long Term Disability) 60%

OR

Part B - MESSA Pak:

Delta Dental - 80/80/50:\$1,000

Negotiated Life - \$20,000 AD & D

Vision Care Plan - VSP-2

LTD (Long Term Disability) 60%

b. During the 2006-2007 School Year:

- (i) Eligible employees having started before the 2006-2007 school year may elect either SuperCare I or Choices II health insurance coverage with a \$5/\$10 prescription co-pay, (unless they opt for Part B of MESSA Pak instead); provided, however, that the Board's payment will be limited to 93% of the Choices II premium, subject to pro-ration for part-time employees. (Therefore, employees who elect SuperCare I coverage will pay the full excess cost – i.e. all cost in excess of 93% of the Choices II cost.)

The balance of the Part A coverage will remain as specified (above).

- (ii) Eligible employees starting during or after the 2006-2007 school year will receive Choices II health insurance coverage (i.e. no SuperCare I option) with a \$10/\$20 (forced generic) prescription co-pay, (unless they opt for Part B of MESSA Pak instead). The Board will pay 93% of the premium, subject to pro-ration for part-time employees.

The balance of the Part A coverage will remain as specified (above).

c. Part B Participants: Eligible employees opting to participate in Part B of MESSA Pak, whether starting before or after the 2006-2007 school year, will receive a cash in lieu of health insurance payment, through a Section 125 cafeteria plan, in the amount of \$75.00 per month.

2. Delinquent Payments

Notwithstanding anything herein contained, it is agreed that in the event the Board is delinquent at the end of the monthly period in the payment of premiums, and after the

President of the Association shall have given seventy-two (72) hours notice to the Board, the Association shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Board shall be responsible to the employee for losses resulting therefrom.

3. Terms of Coverage

Bargaining unit employees shall be eligible for the above group insurance coverage upon commencement of employment and enrollment in the program. The Board's share of the premium shall be paid: (i) throughout the eligible employee's active employment; (ii) during fully paid leaves of absence (e.g. paid sick leave); (iii) during any leave (paid or unpaid) which qualifies under the FMLA; (iv) during the first 12 months of any leave compensable under the District's workers' compensation policy; (v) during a leave covered under the District's LTD policy until such insurance is able to be covered or assumed by the LTD carrier or provider (but not exceeding 3 months in any event); and (vi) for the first five (5) days of any other unpaid leave per school year. Thereafter (i.e. once the Board's duty to pay its share of the group insurance premiums has ended), the employee may, to the extent permitted by COBRA and the applicable insurance policy, continue group health insurance coverage at his/her own expense.

The employee's share of the premium shall be paid by payroll deduction (if available) or otherwise shall be timely paid directly to the District. An employee's failure to pay his/her share of the premium when due will result in termination of the insurance coverage as allowed by law.

4. Grievance Procedure

No matter respecting the provisions of the insurance program shall be subject to the Grievance Procedure established in this Agreement. Improper application of this Article shall be subject to the Grievance Procedure established in this Agreement.

ARTICLE 14

LEAVES

A. Paid Leave

1. Paid Sick Leave

Each employee shall be entitled to eleven (11) days of sick leave per year, without loss of pay or benefits. This annual sick leave allotment shall be pro-rated for partial school year employees. Sick leave shall be interpreted to mean an employee's personal illness, quarantine at home, or physical disability. It shall also include an employee's inability to work due to illness on the part of an employee's immediate family (as defined in paragraph 2 below) member or other regular household member.

a. Accumulation of Sick Leave Days

Sick leave days may be accumulated to one hundred and forty (140) days.

b. Sick Leave - Annual Statement

Each year, prior to September 20, sick leave statements showing the sick leave days accumulated as of the first day of the fiscal year shall be distributed to each employee. The total number of sick leave days accumulated shall include sick leave days for the current year.

c. Doctor and Dental Appointments

Doctor and dental appointments constitute proper use of sick leave allowance when related to a current illness or disability. It is understood that whenever possible such appointments should be scheduled during non-school hours.

d. Communicable Diseases

An employee absent from work because of mumps, scarlet fever, measles or chicken pox shall suffer no diminution of compensation and shall not be charged with loss of personal sick leave for a period not to exceed ten (10) work days. Thereafter, the employee shall commence his/her accumulated sick leave.

e. Workers Compensation

Employees who are absent because of an injury or disease compensated under the Michigan Worker's Compensation Law, shall receive remuneration allowed under this section to compensate the individual for the difference received from Worker's Compensation and their regular salary up to the limit of their accumulated sick leave.

f. **Intended Purpose**

Employees recognize that allowable days of absence with pay are available as a convenience to them only when necessary, and are not days to which they are entitled, and will use them only for the purpose for which they are intended. The Board of Education may require, at its discretion, physician's proof of illness for personal sick leave taken under this Article. Any employee returning to work following a leave of absence granted for medical reasons must have a release from his/her doctor before returning to work.

g. **Redemption of Accumulated Sick Leave**

Employees who have reached a maximum sick leave accumulation, may at the conclusion of an academic year, redeem up to (10) unused sick leave days, at the rate of \$20.00/day, for the purposes of tuition reimbursement for college/university course work related to their present or future anticipated teaching assignment. Reimbursement shall not exceed the amount paid by the employee for such course work during the preceding summer and academic year and must be verified by receipt turned in to the Business Office.

Example 1:

If an employee accumulates the maximum number of sick days (140) by the last day of school each year, the employee can use up to ten (10) days to gain reimbursement for college/university credit by the following formula: 10 days X \$20.00 = \$200.00. In August, the Business Office will add ten (10) days to the accumulation to bring the total to 140.

Example 2:

If an employee accumulates a number of days between 131 and 140 by the last day of school each year, the employee can use a number to gain reimbursement for college/university credit by the following formula: 1 day X \$20.00 = \$20.00. 2 days X \$20.00 = \$40.00, etc. In August, the Business Office would add the number of days to accumulation to bring the total to 140.

2. **Bereavement Leave**

Each employee shall be entitled to up to four (4) days of absence per year without the loss of pay or benefits for death in his/her immediate family. The immediate family for purposes of this Article shall include spouse, children, parents, brothers, sisters, grandparents, step-parents, parents-in-law, step-children, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunts, uncles, nieces, nephews and legal guardians.

It is understood that this bereavement leave is to be used by the employee to attend funeral services, travel to said services, or otherwise handle matters relating to the immediate family member's death. Bereavement leave days shall not be cumulative.

Employees shall furnish the Board with the proper verification of the employee's eligibility as the Board may reasonably require. The use of days of absence and taking pay for such absences under false representation shall constitute misconduct.

3. Personal Leave

a. Personal Leave Defined

Each employee shall be entitled to one (1) day of personal leave per year without loss of pay or benefits. Each employee who has completed step 9 on the salary schedule, shall be entitled to two (2) days of personal leave per year without loss of pay or benefits. Written application for personal leave shall be made to the building principal as early as possible in advance of said leave and, except in emergency situations, shall be at least two (2) days prior to the day of the leave. Personal leave shall be used only for the purpose of handling emergency or personal affairs which cannot reasonably be taken care of on the weekend, after school hours, or be delayed until a non-working weekday. Personal leave may not be used in an additional occupation. Employees are expected to use personal leave in the spirit in which these days were provided.

b. Personal Leave - Regulations

Personal leave may not be taken during the first five (5) contracted days or the last five (5) contracted days of the school year, on days scheduled as employee institutes, on days when final examinations or special programs are scheduled, during parent/employee conferences or on the first working day preceding or following a vacation or holiday period except in emergency situations as approved by the Superintendent. For clarification of this section, employee-orientation day and employee records days, are contracted days.

c. Leaves Per Building

No more than one (1) employee in any administrative unit may take a personal leave on the same day, with some latitude for emergencies at the discretion of the Principal. Said determination shall be made on the basis of the first request.

d. Unused Personal Leave Days

Unused personal leave days will be credited to sick leave and shall be counted toward the accumulation of the one hundred forty (140) days of sick leave.

4. Jury Duty

Employees summoned to Jury Duty during hours they are scheduled to work, shall receive full salary during the time they are on Jury Duty provided the employee pays the district the fees received for performing Jury Duty services. Jury Duty fees shall not include travel allowances or reimbursement for expenses paid to the employee by the Courts. The Board

of Education reserves the right to have the employee excused from Jury Duty and the Association agrees to assist the Board in this effort if requested.

5. Staff Development

a. Professional Conferences

Employees may be granted time to attend administrative meetings, clinics, workshops, curriculum studies, or other conferences of an educational nature. The number of employees allowed to leave at any one time will be at the discretion of the administration.

b. Fees and Expenditures

The registration fee for such a conference shall be paid by the Board of Education. Other pre-planned and reasonable expenses incurred such as transportation, meals and lodging will be reimbursed to the employee.

c. Written Application

Written applications for professional leave reimbursement are to be submitted to the Administrative Unit Principal for approval as far in advance as possible.

6. Association Leave

In the event the Association desires to send representatives to local, state or national conferences, these representatives shall be excused without loss of salary or benefits providing the Association shall reimburse the District for the cost of the substitute(s) at the District's prevailing substitute rate of pay, providing a substitute is employed. The Association shall be granted an aggregate of four (4) association days per year. Written notification of Association leave shall be submitted to the Superintendent of Schools by the Association President no less than ten (10) days prior to the date the leave is to commence.

B. Sabbatical Leaves

1. Sabbatical Leave Defined

Employees who have been employed by the Board for seven (7) consecutive years may be granted a Sabbatical Leave up to one (1) year for the purpose of professional improvement. It is agreed that professional improvement includes, but is not limited to, attending a college, university, or other education institution, or travel which will improve the employee's ability to provide educational service.

2. **Application and Program of Study**

a. **Application**

Employees requesting a Sabbatical Leave shall file a written application with the Superintendent, at least 120 calendar days prior to the desired leave date. The request shall become binding on the employee following approval of the leave by official Board action.

b. **Program of Study**

Applications for a Sabbatical Leave shall be accompanied by a written program of study. The program of study shall include a description of those activities which will be undertaken by the employee during the leave and how those activities will benefit the school district, and improve the employee's educational skills. The program of study shall also include proof of acceptance by the college, university, educational institution, or program in which the employee will be enrolled during the Sabbatical Leave.

3. **Salary and Benefits**

a. **Salary**

During the Sabbatical, the employee shall be considered to be in the employ of the Board, shall have an individual contract, and shall be paid one-third (1/3) of his/her salary that would have been received if he/she had been a full-time employee during the time of the granted Sabbatical Leave.

b. **Insurance**

During the Sabbatical, the employee shall receive full insurance benefits.

4. **Return to Same Position**

The employee shall be offered the same position or a position of like nature upon return at the close of the leave unless conditions as described in Article VIII shall come into effect, in which case the provision of that Article shall prevail.

5. **Seniority**

Seniority shall accrue during a Sabbatical Leave; and upon return from the leave, the employee shall be placed on the salary schedule as he/she would have been if he/she had worked in the district during the leave.

6. **Sick Leave Does Not Accrue**

Sick leave and personal business days shall not accrue during the Sabbatical Leave, but the employee shall retain existing sick leave credit.

7. **Number of Leaves**

The Board shall not be required to grant more than one (1) such leave during any school year. More than one Sabbatical Leave may be granted in any given year.

8. **Seniority Factor as the Tie Breaker**

All things being equal, seniority may be used to grant Sabbatical Leaves with the person(s) possessing the greatest amount of seniority receiving the leave first, provided the qualifications identified herein are met by the person(s) requesting Sabbatical Leave.

9. **One Year Commitment**

At the end of the Sabbatical Leave, the employee shall return to the school system for at least one full school year. In the event he/she chooses not to return, reimbursement of compensations shall be made to the school system by the said employee within 90 days of the end of the leave, according to terms of the Sabbatical Leave contract to be signed prior to the commencement of such leave.

C. **Unpaid Leaves**

1. **Unpaid Disability Leave**

A tenured employee who is unable to teach because of personal illness or disability and who has exhausted all sick leaves available shall be granted a leave of absence without pay for the duration of such illness but not to exceed one year. Renewal of such leave due to a continuation of the same illness shall be left to the discretion of the Board of Education. A request for such leave must be in writing prior to the depletion of the accumulated sick leave. Upon return from such leave, a Doctor's release shall be required by the Board of Education, and the employee shall be placed on that step of the salary schedule on which he or she was located at the time the leave was granted.

2. **Family and Medical Leave**

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 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.

If an eligible employee fails to return from an unpaid leave during which the employee received a continuation of paid benefits under the Family and Medical Leave Act, the amount paid for continuation of these benefits shall be repaid to the Board, unless the employee was otherwise entitled to the continuation of the benefits under other sections of this agreement. Repayment shall be made with fifteen (15) days after a request for payment or according to a repayment plan agreed upon between the employee and the Board. Any

amount, or portion thereof, which is owing for repayment will be deducted from any wage and other payments owing to the employee. Any remaining deficiency owing for repayment shall be collectable by initiating legal action against the employee for repayment, if not remitted within fifteen (15) days after the request for repayment is made.

3. Unpaid Child Care Leave

a. Child Care Leave Defined

The Board shall grant to an employee a child care leave without pay for a period of up to one year, for the purpose of child birth and/or parental care of his/her newborn or newly adopted child.

b. Written Notification

Employees requesting a childcare leave shall file a written application with the Superintendent at least sixty (60) calendar days prior to the desired leave date. Notice of approval of such leave shall be given to the FEA President with the written approval of the employee.

c. Return to Same Position

The employee shall be offered the same position or a position of like nature upon return at the beginning of the next semester following the expiration of the leave.

d. Seniority

Seniority shall not accrue during such leave; however, no earned seniority shall be lost.

e. Sick Leave Does Not Accrue

Sick leave and personal leave days shall not accrue during the leave, but the employee shall retain existing sick leave credit.

f. Salary Schedule Placement

The employee shall be placed on the next step of the salary schedule from which he/she went on leave if he/she has taught at least a full semester immediately prior to the leave date. If the employee has not taught a full semester immediately prior to the leave date, then he/she shall remain on the same schedule step from which she went on leave.

g. Option to Renew Leave

The employee may request a renewal of this leave for an additional one (1) year in writing, which may be granted or denied at the discretion of the Board. Conditions of a second year leave will be at the Board's discretion.

4. **Other Unpaid Leaves of Absence**

a. **Other Leaves at Discretion of the Board**

All other leaves of absence will be at the discretion of the Board.

b. **Return to Same Position**

The employee shall be offered the same position or a position of like nature upon return at the beginning of the next semester following expiration of the leave.

c. **Seniority**

Seniority shall not accrue during such leave; however, no earned seniority shall be lost.

d. **Sick Leave Does Not Accrue**

Sick leave and personal business days shall not accrue during the leave, but the employee shall retain existing sick leave credit.

e. **Insurance**

The employee receiving such other leave may elect to continue insurance benefits at the group rate at his/her own expense during the approved leave.

f. **Salary Schedule Placement**

The employee shall be placed on the next step of the salary schedule from which he/she went on leave if he/she has taught at least a full semester immediately prior to the leave date. If the employee has not taught a full semester immediately prior to the leave date, then she/she shall remain on the salary schedule step from which he/she went on leave.

5. **Military Service Re-Employment Rights**

The re-employment rights of employees who enter the Armed Services of the United States will be determined by applicable laws. Upon immediate return to the School, an employee will be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.

6. **General Conditions Applicable to Appropriate Article 14 Leaves**

a. **Waiver of Advanced Notice**

The Board may waive the 90 calendar-day or 60 calendar-day advance application requirement if circumstances are such that the applicant cannot comply with it.

b. **Death or Injury**

The employer shall not be held liable for death or injuries sustained by a bargaining unit member while that person is on any type of leave described in this Article.

c. **Falsification of Reason for Leave**

Any employee who willfully falsified his/her reason for a leave of absence shall be considered to have breached this Contract. The Association recognizes the seriousness of this action on the part of the employee. The Board agrees that all such cases will be handled in accordance with procedures specified in the Michigan Tenure Act. This action of the Board shall not be grievable.

D. Physical and Mental Examinations

1. **Statement Of Fitness Request**

To the extent permitted by applicable law, an employee may be examined, upon request of the Board, at the Board's expense, by a physician of his/her personal choice and/or a physician of the Board's choice. A statement of fitness for duties assigned shall be filed with the Superintendent within thirty (30) days after completion of the examination. Any final decision regarding the fitness of the employee shall not be made until the Superintendent, the examining physicians, and the employee concerned confer relative to the physical or mental condition(s) in question.

2. **Extended Illness**

Any employee absent because of an extended or serious illness shall furnish the Superintendent, prior to his/her return to service, a statement from a licensed physician indicating that his/her health is satisfactory for return to his/her teaching duties.

ARTICLE 15

TERM OF AGREEMENT

A. **No Strike Clause**

It is the intention of the parties hereto that the procedures set forth herein shall serve as a peaceful means for the settlement of any dispute which may arise between them as to the interpretation or application of this Agreement. Therefore, the Association and its members, individually and collectively, agree that during the term of this Agreement there shall be no strikes, stoppage of work, or interruption of work; and the Board agrees that it will not institute any lockout during the term of this Agreement.

B. **Contract Supersedes Prior Agreement**

This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. All future individual employee contracts shall be made expressly subject to the terms of this Agreement.

C. **Complete Commitments**

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.

D. **Amendments To Agreement**

Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto, and attached as part of this contract.

E. **Remaining Provisions Not Affected**

In the event any of the provisions of this Agreement shall be or become invalid by reason of conflict with any Federal or State Law now existing or hereafter enacted, the remaining provisions of the Agreement shall not be affected thereby.

F. **Duration of Agreement**

This Agreement shall become effective on July 16, 2007, and shall continue in effect until June 30, 2009. This Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties or is replaced by a successor agreement.

G. **Execution of Agreement**

In witness whereof, the parties hereto executed this Agreement on the date(s) set opposite their signatures.

H. Contract Administration

In order to foster and develop better communications between the parties during the term of this collective bargaining agreement, the President of the Association and the Superintendent shall meet by mutual agreement to discuss difficulties in contract administration and any concerns about operations generally that may be affecting the work environment. These meetings shall occur at least once during each semester and once during the month of August, prior to the beginning of the school year.

FENNVILLE PUBLIC SCHOOLS
ALLEGAN COUNTY MICHIGAN
BOARD OF EDUCATION

By

Dated: _____

President

Secretary

FENNVILLE EDUCATION
ASSOCIATION, MEA-NEA

By

Dated: _____

President

Secretary

SCHEDULE A

**FENNVILLE PUBLIC SCHOOLS
CALENDAR**

SCHEDULE B

FENNVILLE PUBLIC SCHOOLS

2007-2008 Salary Schedule

(1% Increase)

Step		BA	MA	EDS
Base	1	\$31,035	\$32,811	\$34,156
1	1.05	\$32,587	\$34,451	\$35,864
2	1.1	\$34,139	\$36,092	\$37,572
3	1.15	\$35,690	\$37,733	\$39,280
4	1.2	\$37,243	\$39,373	\$40,988
5	1.25	\$38,794	\$41,014	\$42,696
6	1.3	\$40,345	\$42,654	\$44,403
7	1.35	\$41,898	\$44,295	\$46,111
8	1.4	\$43,449	\$45,935	\$47,818
9	1.45	\$45,002	\$47,576	\$49,526
10	1.5	\$46,553	\$49,216	\$51,234
11	1.55	\$48,104	\$50,857	\$52,942
12	1.61	\$49,967	\$52,825	\$54,991
13	1.67	\$51,829	\$54,795	\$57,041
14	1.74	\$54,002	\$57,091	\$59,431
15	1.81		\$59,388	\$61,823

Salary Schedule Supplements for 2007-2008:

A. Longevity Benefit. Eligible employees shall receive the following additional longevity benefits:

1. Step 18 – For services rendered, a \$500 non-elective employer contribution shall be made to a 403(b) annuity for each eligible teacher who completes Step 17. The contribution will be made at the end of the 18th (and each subsequent) year of continuous, active full-time employment. Such contribution shall be made either to an agreed upon single provider (e.g. MEFSA) or, if the employee elects a different provider, to the 403(b) account established by the employee. The employee shall notify the District of the provider and account information not later than a date to be specified by the District in writing on an annual basis.

2. Step 20 – For services rendered, a \$300 non-elective employer contribution shall be made to a 403(b) annuity for each eligible teacher who completes Step 19. The contribution will be made at the end of the 20th (and each subsequent) year of continuous, active full-time employment. Such contribution shall be subject to the same terms as described above.

SCHEDULE B-1

FENNVILLE PUBLIC SCHOOLS
2008-2009 Salary Schedule
 (2% Increase)

Step		BA	MA	EDS
Base	1	\$31,656	\$33,467	\$34,839
1	1.05	\$33,238	\$35,140	\$36,581
2	1.1	\$34,822	\$36,814	\$38,323
3	1.15	\$36,404	\$38,487	\$40,066
4	1.2	\$37,988	\$40,160	\$41,808
5	1.25	\$39,570	\$41,834	\$43,550
6	1.3	\$41,152	\$43,507	\$45,291
7	1.35	\$42,736	\$45,180	\$47,033
8	1.4	\$44,318	\$46,853	\$48,775
9	1.45	\$45,902	\$48,528	\$50,517
10	1.5	\$47,484	\$50,201	\$52,259
11	1.55	\$49,066	\$51,874	\$54,001
12	1.61	\$50,966	\$53,882	\$56,091
13	1.67	\$52,866	\$55,890	\$58,182
14	1.74	\$55,082	\$58,233	\$60,620
15	1.81		\$60,576	\$63,060

Salary Schedule Supplements for 2008-2009:

A. Longevity Benefit. Eligible employees shall receive the following additional longevity benefits:

1. Step 18 – For services rendered, a \$500 non-elective employer contribution shall be made to a 403(b) annuity for each eligible teacher who completes Step 17. The contribution will be made at the end of the 18th (and each subsequent) year of continuous, active full-time employment. Such contribution shall be made either to an agreed upon single provider (e.g. MEFSA) or, if the employee elects a different provider, to the 403(b) account established by the employee. The employee shall notify the District of the provider and account information not later than a date to be specified by the District in writing on an annual basis.

2. Step 20 – For services rendered, a \$300 non-elective employer contribution shall be made to a 403(b) annuity for each eligible teacher who completes Step 19. The contribution will be made at the end of the 20th (and each subsequent) year of continuous, active full-time employment. Such contribution shall be subject to the same terms as described above.

SCHEDULE C

EXTRA DUTY PAY SCHEDULE

Varsity Head Coaches – Football, Girls Basketball, Boys Basketball	12.5%
Varsity Head Coaches – Volleyball, Wrestling, Cross Country, Boys Soccer, Girls Soccer	10.5%
Varsity Head Coaches – Boys Track, Girls Track, Baseball & Softball	9.5%
All Assistant and JV Coaches	8.5%
High School Cheerleader Coach (Per Season)	7.5%
Middle School Coaches	5.0%
Middle School Cheerleading Coaches (If multiple teams)	5.5%
Season Site Coordinators	5.5%
Middle School/High School Counselor (1 week before & 1 week after)	5.0%
Student Council (K-2)	3.0%
Student Council (3-5)	3.0%
Student Council (6-8)	3.0%
Student Council (9-12)	4.0%
Drama Director (per play)	3.0%
Quiz Bowl	2.5%
Band/Band Camp	12.0%
Choir	4.0%
Environmental Club	2.5%
Youth in Government	2.5%
Social Worker	2.5%
Curriculum Team Leaders	3.5%
National Honor Society	2.5%
Ski Club (2)	2.5%
Forensics/Debate	2.5%
Destination Imagination /OM Coordinator	3.5%
Model United Nations	2.5%
Class Sponsors (11-12)	3.0%
Class Sponsors (9-10)	2.5%
Art Club (3)	2.5%
Art Coordinator	7.5%
Conflict Mgr. Coordinator	2.75%
Friends of the Earth	2.5%
Future Teachers	2.5%
Year Book	5.0%

NOTES:

1. Above stipends to be shared if duties for assignment shared – unless multiple positions noted.
2. Each extra duty position will have a written contract and list of job responsibilities/ expectations provided prior to the activity.
3. A written evaluation shall be given to each person in a Schedule C position within thirty (30) days of the end of the activity.
4. The FEA President shall be given a copy of the contracts (see #2 above).
5. Administration reserves the right to withhold final payment until completion of the responsibilities/expectations.

SCHEDULE D

TEACHER OBSERVATION FORM

FENNVILE PUBLIC SCHOOLS

Teacher name: _____

Building: _____ Position: _____

Status: _____ Tenured
_____ Probationary 1st yr. _____ 2nd yr. _____ 3rd yr. _____ 4th yr. _____

Date(s) of Pre-Observation Conference	
Date(s) of Observations	
Date(s) of Post-Observation Conference	

The process of evaluation indicates the evaluator's perception of the teacher's performance and verifies this perception with written comments and offers specific suggestions for improvement in the area(s) marked "needs improvement" or "unsatisfactory."

- S SATISFACTORY
- NI NEEDS IMPROVEMENT (MUST be explained)
- U UNSATISFACTORY (MUST be explained)
- NA/NO NOT APPLICABLE/NOT OBSERVED

Two observations needed for tenured and probationary staff.

I. INSTRUCTIONAL KNOWLEDGE AND METHODOLOGY

- a. Exhibits a sound background and understanding of the subject matter required of the position. S NI U NA/NO

b. Uses current principles, concepts,
and skills related to content area. S NI U NA/NO

c. Stimulates interest in subject area. S NI U NA/NO

d. Utilized a variety of teaching and
learning techniques designed to
serve the differing abilities of
the students. S NI U NA/NO

e. Encourages and respects
student input. S NI U NA/NO

f. Incorporates varied resources
appropriately. S NI U NA/NO

g. Designs lessons that follow
district curriculum. S NI U NA/NO

h. States purpose of lesson clearly. S NI U NA/NO

i. Keeps accurate records
(attendance, lesson plans,
grades, IEPC's) S NI U NA/NO

j. Reviews and returns lessons
in a timely manner. S NI U NA/NO

k. Uses appropriate evaluative
techniques to measure student
progress. S NI U NA/NO

II. CLASSROOM MANAGEMENT

a. Organizes classroom routines in
an efficient manner. S NI U NA/NO

b. Plans lessons and organizes class
to maintain a reasonable level of
order. S NI U NA/NO

c. Devotes instructional time to
teaching and learning activities. S NI U NA/NO

d. Promotes a respectful environment
which is conducive to learning. S NI U NA/NO

e. Provides students with building and
classroom rules. S NI U NA/NO

f. Handles breaches of discipline
according to the district and
building policy. S NI U NA/NO

g. Deals with students in a fair
and consistent manner. S NI U NA/NO

h. Arranges classroom to facilitate
learning, minimize distractions,
and maximize safety. S NI U NA/NO

III. RELATIONSHIPS

a. Develops and maintains positive
and professional relationships with
students, colleagues, and parents. S NI U NA/NO

b. Demonstrates interest in students'
academic and social growth. S NI U NA/NO

c. Identifies problems needing special assistance and makes appropriate plans and/or referrals for services of specialized personnel for meeting those needs. S NI U NA/NO

d. Demonstrates willingness to work with parents, teachers, and administrators toward building and district goals. S NI U NA/NO

IV. WORK EXPECTATIONS/EMPLOYMENT RULES

a. Arrives promptly each day, is on time to meetings, events, adheres to applicable timelines. S NI U NA/NO

b. Follows contractual procedures regarding notifications. S NI U NA/NO

c. Performs non-instructional duties. S NI U NA/NO

d. Respects confidentiality. S NI U NA/NO

e. Maintains or completes appropriate work toward certification requirements relating to State and Federal Law.

S NI U NA/NO

f. Demonstrates initiative toward personal professional development.S NI U NA/NO

g. Dresses appropriately. S NI U NA/NO

Employee

Administrator

Date

Date

SCHEDULE D-1

SUMMARY EVALUATION

FENNVILE PUBLIC SCHOOLS

Teacher name: _____

Building: _____ Position: _____

Status: _____ Tenured
_____ Probationary 1st yr. _____ 2nd yr. _____ 3rd yr. _____ 4th yr. _____

Date of Evaluation Conference _____

The process of evaluation indicates the evaluator's perception of the teacher's performance and verifies this perception with written comments and offers specific suggestions for improvement in the area(s) marked "needs improvement" or "unsatisfactory."

S	SATISFACTORY
NI	NEEDS IMPROVEMENT (MUST be explained)
U	UNSATISFACTORY (MUST be explained)
NA/NO	NOT APPLICABLE/NOT OBSERVED

Two observations needed for tenured and probationary staff.

I. INSTRUCTIONAL KNOWLEDGE AND METHODOLOGY

a. Exhibits a sound background and understanding of the subject matter required of the position. S NI U NA/NO

b. Uses current principles, concepts, and skills related to content area. S NI U NA/NO

c. Stimulates interest in subject area. S NI U NA/NO

d. Utilized a variety of teaching and learning techniques designed to serve the differing abilities of the students. S NI U NA/NO

e. Encourages and respects student input. S NI U NA/NO

f. Incorporates varied resources appropriately. S NI U NA/NO

g. Designs lessons that follow district curriculum. S NI U NA/NO

h. States purpose of lesson clearly. S NI U NA/NO

i. Keeps accurate records (attendance, lesson plans, grades, IEPC's) S NI U NA/NO

j. Reviews and returns lessons
in a timely manner. S NI U NA/NO

k. Uses appropriate evaluative
techniques to measure student
progress. S NI U NA/NO

II. CLASSROOM MANAGEMENT

a. Organizes classroom routines in
an efficient manner. S NI U NA/NO

b. Plans lessons and organizes class
to maintain a reasonable level of
order. S NI U NA/NO

c. Devotes instructional time to
teaching and learning activities. S NI U NA/NO

d. Promotes a respectful environment
which is conducive to learning. S NI U NA/NO

e. Provides students with building and
classroom rules. S NI U NA/NO

f. Handles breaches of discipline according to the district and building policy. S NI U NA/NO

g. Deals with students in a fair and consistent manner. S NI U NA/NO

h. Arranges classroom to facilitate learning, minimize distractions, and maximize safety. S NI U NA/NO

III. RELATIONSHIPS

a. Develops and maintains positive and professional relationships with students, colleagues, and parents. S NI U NA/NO

b. Demonstrates interest in students' academic and social growth. S NI U NA/NO

c. Identifies problems needing special assistance and makes appropriate plans and/or referrals for services of specialized personnel for meeting those needs. S NI U NA/NO

- d. Demonstrates willingness to work with parents, teachers, and administrators toward building and district goals. S NI U NA/NO

IV. WORK EXPECTATIONS/EMPLOYMENT RULES

- a. Arrives promptly each day, is on time to meetings, events, adheres to applicable timelines. S NI U NA/NO

- b. Follows contractual procedures regarding notifications. S NI U NA/NO

- c. Performs non-instructional duties. S NI U NA/NO

- d. Respects confidentiality. S NI U NA/NO

- e. Maintains or completes appropriate work toward certification requirements relating to State and Federal Law. S NI U NA/NO

f. Demonstrates initiative toward personal professional development. S NI U NA/NO

g. Dresses appropriately. S NI U NA/NO

SUMMARY EVALUATION:

____ Meets or exceeds expectation

____ Needs improvement

____ Unsatisfactory

RECOMMENDATION:

____ Grant tenure

____ Continue tenure

____ Advance to ____ year of probation

____ Other _____

The evaluator's signature indicates the person responsible for conducting the evaluation. The teacher's signature indicates that he/she has read the evaluation but not necessarily that the teacher agrees with the content of the evaluation. The teacher has the option to attach a letter of dissent, if so desired.

The evaluation of a probationary teacher shall be based on the assessment of the INDIVIDUAL DEVELOPMENT PLAN GOALS.

Employee

Administrator

Date

Date

LETTER OF UNDERSTANDING NO. 1
between
FENNVILLE BOARD OF EDUCATION
and
FENNVILLE EDUCATION ASSOCIATION, MEA-NEA

The Fennville Board of Education (hereafter referred to as the Board) and Fennville Education Association, MEA-NEA (hereafter referred to as the Association), agree as a pilot for the duration of this agreement, the District shall provide full tuition reimbursement for teachers who complete a bilingual or ESL endorsement, or conversational Spanish classes, as follows. Reimbursement shall not exceed 6 credits per year per employee, or a total of 30 credits per year for the bargaining unit, on a first-come, first serve basis. Employees who receive tuition reimbursement per this pilot in excess of the contractual (Master Agreement) payment, and who do not remain with the District for at least 3 years following completion of a bilingual or ESL endorsement or receipt of such reimbursement (whichever occurs first), shall reimburse the District for all tuition reimbursement received per this pilot, at resignation or retirement, via payroll deduction from all amounts then owed to the employee as permitted by law. In the event of insufficient payroll remaining, the balance shall be promptly reimbursed by the teacher to the District. This program shall not interfere or cause any teacher to be ineligible for the tuition reimbursement as defined in Article 13, Section G.

For the Fennville Board of Education

For the Fennville Education Association,
MEA-NEA

By: _____

By: _____

Dated: _____

Dated: _____

LETTER OF UNDERSTANDING NO. 2

Between the
Fennville Public Schools
And the
Fennville Education Association

Re: Possible Insurance Reopener

The Fennville Board of Education (hereafter referred to as the "Board") and the Fennville Education Association, MEA-NEA (hereafter referred to as the "Association") mutually agree to the following:

1. The insurance language in ARTICLE 13, I. Insurance Coverage Defined shall continue unless the July 1, 2008 MESSA Choices II health insurance premium increases by more than ten percent (10%) over the July 1, 2007 health insurance premium.
2. If the Choices II health insurance premium increases by more than ten (10%) percent, the Parties shall meet to bargain the teacher's contribution amount or insurance riders that may lower the premium below the ten (10%) percent increase.
3. The Parties will meet to begin to bargain this issue within fifteen (15) business days of the District receiving notice that the 2008-09 Choices II health insurance premium has increased more than ten (10%) percent.
4. This Letter of Understanding shall not set a precedent nor establish a practice.
5. This Letter of Understanding shall be valid until June 30, 2009.

For the Fennville Public Schools

For the Fennville Education Association

Date: _____

Date: _____

LETTER OF UNDERSTANDING NO. 3

Between the
Fennville Public Schools
And the
Fennville Education Association

Re: Schedule A — 2007-08 and 2008-09 Calendars

The Fennville Board of Education (hereafter referred to as the "Board") and the Fennville Education Association, MEA-NEA (hereafter referred to as the "Association") mutually agree to the following:

1. The 2007-08 and 2008-09 Calendars shall contain the following:
 - a. 171 Student instructional days based on the same student daily instructional time scheduled in the 2006-07 school year.
 - b. 180 Teacher work days. Of that total, one-half (½) being divided into 30 minute segments attached to the six (6) Early Release Professional Development Days already scheduled for 2007-08 and to be mutually agreed upon by May 15, 2008 for the 2008-09 Calendar.
2. The Parties recognize that should State law mandate more than 171 student instructional days the Calendar may need to be revised to adjust the current daily student instructional time so that additional student days mandated by State law are added and the daily student instructional time reduced. However, the Parties affirm that a revised calendar must only meet the minimum state requirement of instructional hours and days required of the District to receive full state aid funding.
3. The Parties will meet in April 2008 to finalize the 2008-09 Calendar with the understanding that any changes must be mutually agreeable.
4. This Letter of Understanding shall neither set a precedent nor establish a practice.

For the Fennville Public Schools

For the Fennville Education Association

Date: _____

Date: _____

LETTER OF UNDERSTANDING NO. 4

Between the
Fennville Public Schools
And the
Fennville Education Association

Re: Pupil-Instructor Ratio

The Fennville Board of Education (hereafter referred to as the Board) and the Fennville Education Association, MEA-NEA (hereafter referred to as the Association) mutually agree to the following.

The Parties recognize that pupil-instructor ratio is an important aspect of an effective educational program. The Board agrees to:

1. Assure that the class size will be appropriate to the room assigned and the equipment and materials available;
2. Place the best interest of sound education as the first priority within the framework of existing financial conditions;
3. Keep class size at an acceptable number;
 - a. The Elementary teacher classroom ratio shall not be greater than twenty-five (25) students to one (1) classroom teacher.
 - b. The Secondary (6-12) teacher classroom ratio shall not be greater than thirty (30) students to one (1) teacher. However, the following classes may have a large group of students (band, music, choir, drama) and may contain more than 30 students per teacher per classroom.
 - c. The following classes are exempt from the above Pupil-Instructor Ratios: Band, Music, Choir, Physical Education, Technology, and Specials.
 - d. Teachers who have a student-teacher ratio that exceeds the above provisions shall be compensated as follows:

Students Over Pupil-Instructor Ratio	Pro Rated Stipend Related to a. and b. above
1-2 Students	\$400
3-4 Students	\$600
5-6 Students	\$800

The following applies to the above stipend:

- (1) For an "overload" to apply, the ratio must be maintained for at least 5 consecutive school days.
- (2) The above stipend shall be prorated by marking period.
- (3) For an overload to apply at the secondary level, it must exist in at least 40% of the teacher's assignment.
- (4) Stipend to be paid at the end of each semester.

4. Examples:

Example	Compensation under Letter of Understanding
Kindergarten teacher has twenty six students for the first 2 weeks of the school year, then a new teacher is added to reduce the class size below 25	Five consecutive day requirement is met, teacher will receive 1/6 of \$400 (\$66.67) at pay in January, as there are six marking periods in a year in the elementary.
Sixth Grade teacher has the following class sizes for the first three weeks of the school year: 27, 24, 33, 31.	Sixth grade is considered secondary so the threshold is 30 students. Teacher will receive 1/4 of \$400 (\$100) in January as the middle school has 4 marking periods per year.
High School algebra teacher has the following class sizes for the first 4 days of the second trimester: 33, 34, 26, 28. Class sizes are then adjusted below 30. However, during the four days of the trimester, class sizes become 35, 35, 28,28.	Five consecutive day rule is not met therefore there is no additional compensation.
Same high school algebra teacher has class sizes below 30 for the first few weeks of the second trimester, but they balloon up to 35, 37, 20, 24 for the last 15 days. Then for the last trimester, the teacher's enrollment is 34, 24, 34, and 34 and holds firm for the trimester.	Teacher is due 2/3 of \$800 (\$533.33) as the high school has three trimesters. The compensation will be paid in June.
Elementary PE teacher has class sizes of 32, 33, 20, 19.	Teacher is due no compensation as PE is exempt.
Middle School teacher has class sizes of 40, 26, 25, 29 for the entire school year.	No compensation as "overload" does not exist in at least 40% of the assignment.

For the Fennville Public Schools

For the Fennville Education Association

Date: _____

Date: _____