

2006-2009

**A G R E E M E N T**

Between

**THE BOARD OF EDUCATION  
Of  
THE FRASER PUBLIC SCHOOLS DISTRICT**

And

**MEA-NEA, LOCAL 1**

50100

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● A CARING DISTRICT ●



● WORKING TOGETHER ●

**Fraser Public Schools District  
33466 Garfield Rd.  
Fraser, Michigan 48026-1892**

**2006-2009**

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**THE BOARD OF EDUCATION  
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**2006-2009 AGREEMENT**  
**Between**  
**THE BOARD OF EDUCATION**  
**Of**  
**THE FRASER PUBLIC SCHOOLS DISTRICT**  
**And**  
**MEA-NEA LOCAL 1**

THIS AGREEMENT, entered into this 1st day of September, 2006 by and between the Board of Education of the Fraser Public Schools District, Macomb County, Michigan, hereinafter called the "BOARD," and MEA-NEA Local 1, hereinafter called "LOCAL 1."

WHEREAS, the Board and Local 1 each have the common objective of providing the best possible educational opportunity for all children enrolled in the schools consistent with community resources; and,

WHEREAS, the success of the educational program is dependent upon the knowledge, skill and creative ability of teachers; and

WHEREAS, the laws of the State of Michigan (Act 379, P.A. 1965) authorize collective bargaining between public employers and employees with respect to hours, wages and terms and conditions of employment; and,

WHEREAS, the parties hereto, following extended and deliberate collective bargaining, have reached understandings which they desire to incorporate into a formal contract;

NOW, THEREFORE, in consideration of the following mutual covenants, the parties agree as follows:

ARTICLE I

A. MEA-NEA LOCAL 1 RECOGNITION - The Board recognizes Local 1 as the exclusive bargaining representative of all certified teaching personnel under contract and all school social workers (hereinafter referred to as "teacher" or "teachers") excluding the Superintendent, Assistant Superintendent, Business Manager, Director of Personnel, Director of Elementary Education, Teaching Principals, Principals, Assistant Principals, Executive Director of Student Services, Director of Athletics, Director of Continuing Education, Director of Vocational Education and Secondary Student Services, Coordinator of School and Community Resources, and substitute teachers.

The Board agrees it shall be unlawful for it:

(a) to interfere with, restrain or coerce teachers in the exercise of their rights to organize together or to form, join or assist in labor organizations, to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection, or to negotiate with the Board, through representatives of their own free choice;

(b) to initiate, create, dominate, contribute to or interfere with the formation or administration of any labor organization;

(c) to discriminate in regard to hire, terms or other conditions of employment in order to encourage or discourage membership in a labor organization;

(d) to discriminate against a teacher because he has given testimony or instituted proceedings under Act 336, Public Acts of 1947, as amended; or



(e) to refuse to bargain collectively with the exclusive bargaining representatives of the teachers in respect to rates of pay, wages, hours of employment or other conditions of employment. The Board further agrees that for the purposes of this section, to bargain collectively is the performance of the mutual obligation of the Board and Local 1 to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

B. DUES AND FINANCIAL RESPONSIBILITY - It is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements. To this end, all teachers shall, as a condition of continued employment, execute an authorization for the deduction of Local 1 dues or for deduction of a sum equivalent to Local 1 dues as a service fee. The Board will deduct from the pay of each teacher from whom it receives an authorization the required amount of dues or service fees. Said deductions shall be made starting with the second (2nd) paycheck of the year and shall continue to be made from the next ten (10) consecutive paychecks.

Sums deducted as dues shall be forwarded to the Local 1 Treasurer within fifteen (15) days after their deduction.

This service shall not be provided by the Board to any other teacher organization.

Local 1 shall notify the Board prior to September 1 of the full amount of dues and service fees to be deducted from the pay of each teacher for the year. The payroll deduction for dues may be increased one (1) additional time during the school year after that date upon thirty (30) days advance written notice to the Board.

In the event that a teacher does not sign an authorization or make other arrangements with Local 1 to pay the required fees following the commencement of employment, the Board agrees that the services of such teacher shall be discontinued.

C. BOARD POWERS - The Board retains all rights and powers conferred upon it by the Constitution and Laws of the State of Michigan and of the United States, including the right to manage the school system, make reasonable rules, establish curriculum, hire, promote, transfer, assign, discharge or retain teachers in positions within the system and to determine the methods, means and personnel to operate the system, except as limited by the express provisions of this Agreement or the applicable laws of the State of Michigan or the United States of America.

D. ASSOCIATION REPRESENTATION A bargaining unit member shall be entitled to have present a representative of the Association during any meeting, which will or may reasonably be anticipated to lead to disciplinary action by the Employer. When a request for such representation is made, no final disciplinary action shall be taken with respect to the bargaining unit member until such representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.

E. COMPLAINTS A complaints against a bargaining unit member originating after initial employment will not be placed in a bargaining unit member's personnel file unless the bargaining unit member is also provided a copy of the same. If the bargaining

unit member believes the complaint to be placed in the file is inappropriate or in error, the bargaining unit member may file a response to the same. The bargaining unit member may also request the FEA president to meet with the district's director of personnel regarding the matter. The FEA president may file a grievance on behalf of the bargaining unit member to remove the complaint from the bargaining unit member's file; if such a grievance is filed, it is understood and agreed that the grievance shall not proceed beyond step 2 provided that the complaint did not result in the discipline to the bargaining unit member.

F. Local 1 agrees that it shall not strike, as defined in Section 1, Act 336, Public Acts of Michigan, 1947, as amended, which reads as follows:

" . . . the word 'strike' shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges, or obligations of employment."

ARTICLE II

SALARY SCHEDULES

The term of the new agreement will be 3 years until August 31, 2009. The Salary Schedules beginning on page A-1 attached hereto as Exhibit A and made a part hereof shall be in effect during the 2006-2009 school years. The salary schedules for the 2006-2007 and 2007-2008 school years, and the schedule which shall be in place prior to the beginning of bargaining for the 2008-2009 school year shall be determined as follows:

**2006-2007**

All steps of all the salary schedules in place for the second semester of the 2005-2006 school shall be increased as of the beginning of the 2006-2007 school by 1%. All steps of all schedules thus increased will be increased again effective the end of the first semester of the 2006-2007 school year by an additional 1%. However, it is agreed that there shall be no roll-up on the first semester increase of 1%, so the second semester salary schedule rates for 2006-2007 shall be increased a flat 2% over the salary schedule rates of the previous year. Blended schedules for all BA and MA schedules for payout in 2006-2007 shall be a 1.5% payout increase over the ending salary schedules for 2005-2006.

**2007-2008**

All steps of all the salary schedules in place as of the end of the 2006-2007 school year shall be increased effective the beginning of the 2007-2008 school year by adding .5% to each step for the 2007-2008 school year. All steps of all schedules thus increased will be increased again effective the end of the first semester of the 2007-2008 school year by an additional 2%. However, it is agreed that there shall be no roll-up on the first semester increase of .5%, so the

second semester salary schedule rates for 2007-2008 shall be increased a flat 2.5% over the salary schedule rates of the previous year.

Blended schedules for all BA and MA schedules for payout in 2007-2008 shall be 1.5% above the ending schedules for 2006-2007.

**2008-2009**

The parties will begin negotiation of the 2008-2009 salary schedules no later than May 1, 2008.

ARTICLE III

HOSPITAL, LIFE, INCOME PROTECTION,  
DENTAL AND VISION INSURANCE

A. HOSPITAL AND SURGICAL INSURANCE

All teachers covered by this Agreement shall be eligible to receive hospital and surgical insurance benefits for themselves and their dependents on a non-participation basis as set forth in the cafeteria plan. The Board shall pay the full cost of such coverage.

New group members shall be eligible for coverage from the first day of work.

The Board agrees to present a list of the subscribers to the hospital and surgical insurance program, upon request, to Local 1.

B. LIFE INSURANCE - The Board agrees to pay the full costs of an accidental death and dismemberment group life insurance policy in the face amount of Fifty Thousand (\$50,000.00) Dollars, per teacher, subject to the terms of the policy. The increased amount of life insurance shall be effective within thirty (30) days following ratification by the Board.

C. INCOME PROTECTION INSURANCE - The Board agrees to pay the full costs of a group Long-Term Income Protection Plan which pays 66 2/3 percent of an employee's pay (the monthly cumulative maximum shall be as stated in the Fraser policy) after one hundred eighty (180) days of disability to age sixty-five (65), subject to the terms of the policy. Any change in the cumulative max. cap shall be effective within thirty (30) days following ratification by the Board.

Any teacher who has exhausted his accumulated bank of leave days and has been ill for thirty (30) or more consecutive days, and who otherwise qualifies under the Long-Term Income Protection Plan as above provided, shall be eligible to receive the difference between the substitute's daily rate<sup>1</sup> and his normal daily rate<sup>2</sup> for each workday<sup>3</sup> he is absent during the term of this Agreement, subject to the following provisions:

(a) In order for a teacher to be eligible to receive the above pay differential, the teacher must be ill or disabled as defined in the current Long-Term Income Protection Insurance Policy. Eligibility of a teacher to receive the subject pay differential shall not be based on whether the teacher subsequently receives benefits under the Income Protection Insurance Plan.

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<sup>1</sup> The substitute's daily rate shall be defined to mean the substitute's daily rate as determined by the Board of Education. After sixty (60) consecutive workdays that a teacher has been absent due to illness, the substitute's daily rate for purposes of this provision shall be based upon the B.A. minimum salary as determined from the Salary Schedule then in effect.

<sup>2</sup> The daily rate shall be the sum of money computed by dividing a teacher's total salary (as determined from Exhibit A) by the total number of workdays.

<sup>3</sup> Workday is defined as any day during which a teacher would have been assigned to work in accordance with the School Calendar.

(b) A teacher's eligibility to receive the above pay differential shall exist and be limited to between the 30<sup>th</sup> day and the 180<sup>th</sup> day of illness, excluding summer vacation when school is not in session. The payment of the above pay differential to eligible teachers shall terminate on the 180<sup>th</sup> day from the date the teacher first became ill or disabled. The differential shall only be paid for workdays occurring between the said 30<sup>th</sup> day and the 180<sup>th</sup> day of illness or disability.

(c) Teachers requesting the above pay differential shall submit a doctor's statement explaining the nature of the illness or disability and stating, further, the recovery prognosis. The Board may request such additional doctors' statements as are necessary to verify the status of the teacher's illness and/or disability.

(d) The pay differential shall not apply to teachers who receive medical treatment or have operations which could normally be scheduled when school is not in session.

(e) The Board shall provide Hospital and Surgical Insurance, Life Insurance and Income Protection Insurance in accordance with Article III of the Agreement for teachers who are receiving the above pay differential for the first 180 days of illness and/or disability.

(f) Teachers who receive the above pay differential and who do not return to their teaching positions after 180 days of illness or disability shall apply for a leave of absence for extended illness in accordance with Article IV, Section E.

D. DENTAL INSURANCE - The Board agrees to pay the full costs of a Group Dental Insurance Plan for all teachers. The Dental Insurance Plan shall be the Delta Plan A coverage with Orthodontic Rider 0-6 or its equivalent.

E. INSURANCE OPTION - Under the cafeteria plan, teachers may elect not to receive hospitalization and surgical insurance benefits, and instead receive either:

(a) One Thousand (\$1,000.00) Dollars cash, or One Thousand (\$1,000.00) Dollars cash less the cost of enhanced vision insurance coverage (i.e., VSP III or its equivalent).

Teachers selecting this option may not elect to receive hospital and surgical benefits during the 12-month period, except in an emergency (such as the loss of hospitalization coverage through a spouse), subject to the applicable insurance requirements.

F. VISION INSURANCE - The Board agrees to pay the full cost of a group vision insurance plan for all teachers. The group vision plan shall be the MESSA VSP-I or its equivalent, subject to the terms of the policy.

G. CONTINUITY OF COVERAGE - The Board's insurance contributions shall begin in September of each year and continue for twelve (12) full months, except as otherwise provided herein.

#### ARTICLE IV

##### LEAVES OF ABSENCE

A. PERSONAL LEAVE - Each teacher shall be entitled to a total of twelve (12) personal leave days with full pay per school year to be used for reasons of illness or personal business. Leave days shall be earned and in all cases where a teacher leaves or terminates his service to the School District, his leave days for the year shall be prorated to his service. Any unused leave days shall be accumulated in a bank, which in no event shall exceed one hundred twenty (120) days. Personal leave shall not be used for periods of tardiness. The day immediately preceding or immediately following a legal holiday or school recess shall not be



recognized as a personal leave day, except in a case of emergency or personal illness. Suspected abuse of personal leave shall be reported by the Superintendent of Schools to Local 1 for investigation within five (5) days of discovery of the suspected abuse, and Local 1 shall report its findings and recommendation in writing to the Superintendent.

Advance notice of the necessity for such leave shall be given to the office of the Board as early as possible. Teachers who have accumulated not less than one hundred twenty (120) days may accumulate up to an additional thirty (30) leave days over the one hundred twenty (120) days, subject to the following conditions:

1. Teachers shall be eligible to use the additional accumulated leave days up to a maximum of thirty (30) if they have exhausted their total accumulated leave days of one hundred twenty (120) days, have been ill or disabled for a period of not less than one (1) year and have returned to a regular teaching position with the School District.

2. Upon returning to employment with the School District, as provided in Number 1 above, a teacher may use the additional accumulated leave days up to a maximum of thirty (30) for illness or disability purposes only.

3. The additional accumulated leave days up to a maximum of thirty (30) shall not be subject to the provisions of Article IX and may not be used for any purposes except as specified herein and under Article III, Section C, of the Agreement.

B. MATERNITY LEAVE - Maternity leave shall be granted without pay or benefits, except as otherwise provided herein, for a period not to exceed one (1) year. Any time between the expiration of the leave of absence and reinstatement in accordance with this

provision shall be deemed to be an extension of the maternity leave of absence. The following provisions shall apply to a maternity leave of absence:

1. Application and Physicians' Statements: A written application for maternity leave shall be made by any teacher who is pregnant and desires a maternity leave to the Board and must be accompanied by a physician's written statement indicating the anticipated date of delivery and the teacher's ability to perform classroom duties. The application shall also contain the date on which the maternity leave is to commence. In the event a teacher is unable to perform her classroom duties at any time prior to the commencement of the maternity leave, said maternity leave shall commence at that time. The Board may request such additional physicians' statements as are necessary to assure the Board of the teacher's ability to perform her classroom duties.

2. Benefits: During the period of medical disability caused by the pregnancy and/or childbirth, a teacher on maternity leave shall be entitled to use her accumulated leave days (excluding the summer months when school is not in session) and shall be eligible for the benefits set forth in Article III of this Agreement, provided such teacher has submitted a physician's statement setting forth the date of delivery and the period of medical disability following delivery within forty-five (45) days following delivery, except in emergencies. During such period, the teacher shall be considered to be on FMLA leave. At the conclusion of the period of medical disability caused by the pregnancy and/or childbirth, all benefits under the terms of this Agreement, subject to the employees' rights under the FMLA, including the use of accumulated leave days, shall be suspended for the remaining portion of the maternity leave. The teacher shall submit additional physician's statements upon the request of the Board. In addition, the teacher may be examined by a licensed and qualified physician selected by the

Board and at the expense of the Board. For purposes of this provision, medical disability caused by pregnancy and/or childbirth shall mean the inability and incapacity of the teacher to perform her job and work related duties due to the pregnancy and/or childbirth related medical disability.

3. Continuation of Benefits by Teacher: Subject to the approval of the insurance carrier, a teacher on maternity leave may make arrangements to continue hospitalization and surgical insurance, as provided in Article III hereof, at her own expense during that portion of the maternity leave when benefits have been suspended.

4. Adoption: Any teacher who furnishes satisfactory evidence of pending adoption proceedings and who applies in writing to the Board not less than sixty (60) days prior to the requested leave shall be granted a maternity leave for a period not to exceed one (1) year without pay and/or benefits provided in this Agreement. Reinstatement shall be in accordance with this provision.

5. Reinstatement: Reinstatement of teachers returning from maternity leave will be for the first day of school following the end of their leave. Written notification of intent to return to the system shall be made to the Superintendent.

6. The following is to help clarify the maternity leave provisions above:

Maternity-related disability: For purposes of this provision, maternity-related disability shall mean the inability and incapacity of the teacher to perform her job and work related duties due to pregnancy and/or childbirth. A written note from a doctor must be provided to verify the maternity-related disability.

The maternity-related disability begins when the doctor advises to stop work due to the pregnancy and continues through a 45-day recuperation period after delivery.

During the maternity-related disability, the teacher is entitled to use her accumulated leave days and is eligible for income protection when applicable. (Article III, c) All benefits continue during the maternity-related disability.

At the conclusion of the 45 day recuperation period after delivery, the teacher has the following options:

1. Return to work.
2. Take a maternity leave of absence. Remain out for the remainder of the semester and/or school year - no pay, no benefits. Upon return from said leave of absence, the teacher will return to their former position subject to other provisions of the contract; provided, however, that the teacher returns no later than the semester immediately following completion of the recuperation period and FMLA leave.
3. Extend the recuperation period with a note from the doctor. (Leave days and income protection continue. All benefits continue.)
4. Use FMLA days to continue the absence. (Leave days and income protection stop. All benefits continue.) A teacher is entitled to 12 weeks of FMLA days in a 12-month period. The entire maternity-related disability is included in the 12-week calculation.

C. SABBATICAL LEAVE - Sabbatical leave for professional improvement may be granted for a period not to exceed two (2) consecutive semesters in any one (1) school year. Any teacher who holds a Permanent, Life, Continuing, Provisional, or Professional Certificate and who has been employed at least seven (7) consecutive years by the Board (or at

the end of each additional period of seven (7) or more consecutive years of employment by the Board) shall be eligible for sabbatical leave.

Applications for sabbatical leave shall be submitted to a committee composed of two (2) members chosen by Local 1 and two (2) members chosen by the Board, and such application shall be accompanied by plans for the use of the sabbatical leave and an exposition of the plan's potential for increasing the applicant's professional competence and such other information as may be required by said committee. Such applications, except in emergencies, shall be submitted to the committee on or before February 1 preceding the school year in which the sabbatical leave is to commence. The Sabbatical Leave Committee shall make its recommendation to the Board as soon as possible prior to the end of the semester preceding the semester or school year for which such leave is sought.

Any person granted sabbatical leave should return to employment with the School District for at least one (1) year following such leave. Written notification of intent to return to the District shall be made to the Superintendent by such teacher prior to March 15 preceding the school year in which the teacher is to return to the School District, except in emergencies.

Any person granted a sabbatical leave shall receive one-half ( $\frac{1}{2}$ ) of his or her salary, full contractual benefits for the period of the leave and, upon return from a sabbatical leave, shall be restored to the teacher position or to a position of like nature, seniority, status and pay as formerly held.

The number of teachers granted sabbatical leave in any one school year in accordance with the above provisions shall be limited to four (4).

Teachers who do not complete their sabbatical leave (except in cases of illness or other emergencies) or who do not use their leave for its designated purpose, shall refund to the

Board the pro rata cash equivalent of all fringe benefits received and that portion of the salary paid after the teacher has terminated the sabbatical leave.

D. PROFESSIONAL LEAVE - Professional leave to attend conferences, conventions or similar activities designed to contribute to the effectiveness of the instructional program may be granted by the Board.

E. OTHER LEAVES - Other leaves of absence may be granted to any teacher by the Board for the following reasons, including, but not limited to: extended illness, family problems, military service, professional improvement, child rearing and career options.

An "Other Leaves Committee" shall be established to review requests for such leaves; the Committee shall be comprised of two (2) members selected by Local 1 and two (2) members selected by the Board.

All requests for these leaves shall be in writing, shall contain the reasons, purpose and plan for the leave, and shall be submitted to the Committee before April 1 preceding the school year in which the leave is requested to commence, except in emergencies. Additional information shall be furnished to the Committee upon request. The Committee shall make recommendations to the Board no later than April 15, except in emergencies. The Board shall notify the applicant in writing of its decision, except in emergencies, no later than fourteen (14) days after the first regularly scheduled Board Meeting after April 15.

Any benefits under the provisions of this Agreement which would otherwise accrue to a teacher granted such leave shall be suspended during the leave of absence. Notwithstanding the foregoing, any teacher who has been granted a leave of absence for professional improvement approved by the appropriate PLC/Steering Committee and administration shall be entitled to a salary increment for the period of the leave.

Leaves for professional improvement may be requested only by tenured teachers. The leave may only be requested for one (1) year or less. A teacher who does not fulfill the program as presented to the Board shall not accrue seniority during the leave.

Leaves granted for the purpose of exploring other career options outside the District may not exceed one (1) school year.

Teachers returning from an other leave of absence (except a leave of absence for extended illness) shall be reinstated to a position for which they are certified and qualified, provided they have filed written notice of intent to return on or before March 15 preceding the teacher's anticipated return.

Reinstatement of teachers returning from a leave of absence for extended illness will be for the first day of school following the end of their leave. Written notification of intent to return to the District, accompanied with a physician's written approval, shall be made to the Superintendent by such teacher prior to March 15, except in emergencies, in order to be reinstated the following school year. Notwithstanding the foregoing, in the event such a teacher has a physician's written approval to return to the District prior to the above reinstatement date, he/she shall be reinstated to the first vacancy for which he/she is certified and qualified. If such a vacancy is not available, the teacher shall be placed on the substitute list until the reinstatement date.

F. OFFICER'S LEAVE OF ABSENCE - A leave of absence without pay and without benefits shall be granted by the Board to any teacher upon written request for the purpose of serving in the following offices: President, MEA/NEA

Local 1, NEA or MEA officer (president, vice-president, secretary-treasurer). The teacher shall accrue seniority during the leave of absence. Reinstatement of a teacher or teachers returning

from such leave of absence shall be for the first day of school following the end of their leave and shall be subject to applicable provisions of the Collective Bargaining Agreement.

G. ACCRUAL OF SENIORITY ON LEAVES OF ABSENCE - Effective September 1, 1985, teachers who are granted leaves of absence shall be limited to accruing a maximum of one (1) year's seniority for their first leave of absence. If such teachers are granted additional leaves of absence in future school years, they shall not accrue seniority during the periods of such additional leaves of absence. Seniority shall only be granted for the first leave of absence taken and shall not be granted or accrued for any additional leaves of absence, except as provided herein. This provision shall not apply to sabbatical leaves, professional improvement leaves or officer's leaves of absence.

H. JURY DUTY - In the event a teacher is called to serve on jury duty during the school year when school is in session, the teacher shall cooperate with the school administration in an effort to be excused or released from jury duty. If the teacher is unable to be excused or released from jury duty, the teacher shall be paid the difference between jury duty pay and the teacher's daily rate for each teacher workday that the teacher serves on jury duty. (To facilitate payment, the teacher shall endorse his/her jury duty paycheck to the School District and shall receive his/her regular pay.)

I. FAMILY AND MEDICAL LEAVE ACT - The Board will grant up to twelve (12) weeks of family medical leave during any twelve (12) month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA). Fraser Public Schools will measure the twelve (12) month period forward from the date an employee's first FMLA leave begins. For example, if an employee used four weeks of FMLA leave beginning March 1, 1996, and eight beginning September 1, 1996, the employee would not be



entitled to any additional FMLA leave until March 1, 1997. On March 1, 1997, the employee would be entitled to another 12 weeks of FMLA leave.

All requests for such leave will be made to the Director of Personnel. When the need is foreseeable, notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days notice, the employee must give as much notice as is practicable.

Proper certification of the reason for the leave must be provided. An employee may be required to use all available personal leave time for all or part of the duration of the FMLA leave, with any balance of time being without pay. At the end of the FMLA leave, the employee will be returned to his/her position held prior to the leave, subject to the layoff provision, Article VII.

J. Notwithstanding anything to the contrary, no teacher commencing or continuing a leave of absence after July 1, 2003, shall be on leave of absence for more than 3 years, except for officers' leaves of absences.

## ARTICLE V

### TEACHER'S SCHOOL DAY

The teacher's school day shall not exceed seven and one-quarter (7- $\frac{1}{4}$ ) consecutive hours. The teacher's school day shall start at the time the teacher is required to be at school and shall end at the time the teacher is scheduled to leave school and shall include a lunch period, a preparation period and an average of not more than five (5) hours and twenty (20) minutes of teacher-pupil contact.

To assist elementary teachers in the reading assessment process, the Board shall provide “floating” substitute teachers during the first eight weeks of the school year and during the last eight weeks of the school year up to the following number of substitute days per building:

|            |    |
|------------|----|
| Disney     | 16 |
| Dooley     | 13 |
| Edison     | 24 |
| Eisenhower | 24 |
| Emerson    | 19 |
| Salk       | 27 |
| Twain      | 17 |

The Board shall also provide up to one-half of the number of substitute days above per building for reading assessments during the month of January, when only those students below grade level are tested. The scheduling of such substitute teachers shall be done by each building’s PLC. It is understood and agreed that in the event there is a change in the reading assessment process, or in the number of students subject to such assessment, then the Board and Union shall meet to agree upon an appropriate adjustment to the number of substitute days.

DUTY-FREE LUNCH- All teachers shall have not less than thirty (30) consecutive minutes for a duty-free lunch period. In no event, however, shall any school be unattended at any time during the day. The administration may approach individual teachers to serve at lunch duty at middle school, which shall be voluntary. If the administration cannot obtain sufficient numbers of teachers (12) in this matter to serve on lunch duty, the least senior bargaining unit member(s) in the building may be required to serve lunch duty, or the position may be offered to a non-bargaining unit member. All bargaining unit members serving lunch duty shall give up their duty-free lunch, and receive a stipend of \$2,000.00 per school year. If a bargaining unit member works less than the entire school year on lunch duty for whatever

reason, the stipend shall be pro-rated. For high school teachers assigned lunch duty as their long duty during blocks 5 and 6, such teachers' short duty shall be ten minutes, four (4) minutes of which shall be during passing time, and six (6) minutes of which shall be during the blocks of their duty.

PREPARATION TIME All bargaining unit members shall have a minimum daily average of 55 minutes of preparation time (30 minutes of which shall be consecutive) during the school day. Bargaining unit members may not leave their building during their preparation time without permission of the building principal, except in a case of emergency, or except in a case of school business after notice to the principal's office of the nature and location of the school business. It is understood that deviations in the starting and ending times for the teachers' day in some of the elementary schools will occur due to conferences, in-service, record days and similar activities.

ABSENCE AND TARDINESS –Any teacher who is tardy three (3) or more times in any semester or any teacher who shall fail to notify the office of the Board to request a substitute at least sixty (60) minutes prior to his respective starting time shall be docked \$20.00 per hour for each assigned class period or fraction thereof.

EVENING FUNCTIONS - Teachers shall not be required to attend and participate in more than three (3) building-wide evening functions per school year unless compensatory time is provided. This provision shall not apply to teachers who receive compensation for athletic assignments and/or subject-matter related assignments. In each building, the building principal and a committee of three (3) teachers shall meet to discuss and to plan the type of building-wide evening functions to be scheduled during the school year.

IEPC'S - Classroom teachers may be required to attend IEPC's or staffings that are scheduled or run outside of the normal teacher workday. If this occurs more than two (2) times in a school year, the district shall reimburse the teacher at the rate of \$20.00 per hour for time spent in IEPC's and staffings that run outside of the normal teacher work day thereafter.

FACULTY MEETINGS - One (1) faculty/staff development meeting may be held each month not to exceed sixty (60) minutes, or two (2) faculty/staff meetings each month not to collectively exceed sixty (60) minutes. Whether faculty meetings are scheduled before or after school will be decided at the building level with the PLC/Steering Committee. Professional development to be provided during such meetings may be approved by the appropriate PLC/Steering committee.

GENERAL – Any regular teacher under contract who substitutes for another regular teacher under this contract shall be paid at the rate of \$20.00 per hour for the 2006-2009 school years, in addition to his/her regular pay. In the event the regular teacher who is substituting for another regular teacher is required to substitute for less than the full class (excepting absent students) of the absent regular teacher, such regular teacher shall be paid at the rate of Five (\$5.00) Dollars per hour in addition to his/her regular pay. This provision shall not apply when students are temporarily placed in another teacher's class as a result of the camping program or similar activities.

Teachers shall receive compensatory time off for district scheduled parent-teacher conferences held outside the teacher's school day. Arrangements for compensatory time must be made with the school principal.

The parties agree that in the 2006-2009 school years, the school day for all high school teachers shall not exceed five (5) class teaching assignments and one seminar period out of 8 possible blocks.

A twenty-four (24) minute afternoon recess for grades 1-6 will be optional at the discretion of individual teachers in each elementary building. Supervision of recess may be shared by teachers in each elementary building. If a change in the instruction time of art, physical education or vocal music is necessary and one or more of these programs must be cut or reduced, then a thirty (30) minute recess shall be restored, fifteen (15) minutes of which shall be optional at the individual teacher's discretion. Instruction times are as follows:

ART

40 minutes for grades K through 6

PHYSICAL EDUCATION

40 minutes for grades K through 6

VOCAL MUSIC

40 minutes for grades K through 6

H.E.A.R.T.

(Health Education Awareness Resource Teacher)

40 minutes for grades 1 through 6

FOREIGN LANGUAGE

40 minutes for grades 1 through 6

## ARTICLE VI

### VACANCIES, ASSIGNMENTS, REASSIGNMENTS AND TRANSFERS

#### A. VACANCIES

1. Definition - Vacancies shall be defined to include new positions and existing positions which exceed the number of teaching positions filled by the current teaching staff and which cannot be filled by a teacher or teachers from the recall list.

2. Posting of Notice - The Administration shall post a written notice of all vacancies, as defined above, occurring between the first day of school in September and June 15 in a prominent or mutually agreeable location in each school and the Administration Building. The notice shall include any requirements for application and hiring and, when applicable, all available job descriptions. A copy of the written notice shall be provided to MEA-NEA Local 1 and the District President on or before the date of posting. The District President shall be notified of resignations from teachers occurring between June 15 and the first day of school in September. In addition, teachers who have requested transfers in accordance with Section C shall receive written notice of resignations from teachers occurring between June 15 and the first day of school in September, provided that their transfer request pertains to the type of position vacated as a result of the resignation and provided that they have advised the Personnel Office of their desire to be so notified and of an address where the notice may be sent during the summer. Teachers receiving the written notification of resignation shall have ten (10) days from the date of the notice to apply for the position created by the resignation.

3. Filling of Vacancies - No vacancy, as defined above, will be filled within ten (10) calendar days from the date of posting, except in cases of emergency and except

for vacancies occurring between June 15 and the first day of school in September, when school is not in session. In filling vacancies, as defined above, the Board shall first consider the applications and qualifications of teachers presently employed by the District.

4. Non-Acceptance - Teachers who are not accepted for a new position or a vacancy for which they have applied shall be advised in writing of their non-acceptance for the vacancy and shall be extended an invitation in writing to meet with the Director of Personnel to discuss the reasons for non-acceptance.

5. General - This vacancy section shall not apply to reassignments and transfers.

B ASSIGNMENTS

1. Assignment - For purposes of this provision, assignment shall mean the placement of the existing teaching staff into positions.

2. Notification of Tentative Assignments - Teachers shall be notified of their tentative assignments in writing for the succeeding school year at least ten (10) school days prior to the end of the present school year, except under extenuating circumstances. Upon the request of an affected teacher, the written notification shall contain the reasons for a change in a teacher's grade level change for grades K-6, and the appropriate Administrator or Administrators shall meet with the teacher for the purpose of discussing and reviewing the change. The teacher may have an Association representative attend such meeting. Changes in grade level assignments in Grades K-6 shall not be made arbitrarily.

In the event the number of preparations per semester for a secondary teacher exceeds three (3), the teacher may request in writing a meeting with the building principal to discuss and review the number of preparations assigned to the teacher and to

consider possible alternatives. The teacher may have a Local 1 representative attend such meeting. Effective for the 1988-1989 school year, secondary classroom teachers shall not be assigned to more than two (2) separate classrooms per semester (except in extenuating circumstances and excluding specialized classrooms or areas, such as laboratories, shops, food service and the like, and excluding special education teachers).

3. Changes in Tentative Assignments - Affected teachers shall be notified in writing of changes in their tentative assignment. Upon request of the affected teacher or teachers, the appropriate administrator shall meet with the teacher or teachers for the purpose of discussing and reviewing such changes. The teacher may have an Association representative attend the meeting held for the purpose of discussing changes in the teacher's tentative assignment.

C. REASSIGNMENTS –

1. Definition - Reassignment shall be defined to mean a change in the teacher's assignment from one building to another building or from one full department to another full department, excluding changes or assignments which are made to create positions for laid-off teachers on the recall list.

2. Procedure:

a. Teacher Selection - Teachers shall be reassigned as defined above in the following manner and subject to the following conditions:

(1) Elementary (K-6) - In the event of reassignments, the lowest seniority teacher or teachers in the grade level/levels or subject-matter areas<sup>4</sup> being

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<sup>4</sup> Special area teachers who are being considered for reassignment shall first have the option of being assigned to a position in another special area (K-6) for which they have seniority, certification and qualifications required for such special area. Qualifications for



reduced shall be reassigned, provided they are certified and qualified (as defined in Article VII and, where applicable, appropriate majors or minors required for special areas) for the position to which they are being reassigned.

(2) Secondary (7-12) In the event of reassignments, the lowest seniority teacher or teachers in the department from which the reassignment is being made shall be reassigned, provided they are certified and qualified (as defined in Article VII) for the position to which they are being reassigned.

(3) No teacher shall be reassigned as defined herein more than once every three school years, except in extenuating circumstances, such as the closing of a school.

b. Meeting with Local 1 - Before reassignments, as defined above, are made for the coming school year, and before the affected teacher is notified, the Director of Personnel or his designee shall meet with Local 1 representatives for the purpose of reviewing the reassignments on or before May 1, except in emergencies.

c. Teacher Notification - After the above meeting, affected teachers shall be notified of their reassignments at least ten (10) calendar days if not stated prior to the end of the school year, whenever possible, and shall, at their option, be entitled to meet with the Director of Personnel or his/her designee and a Local 1 representative for the purpose of discussing the reason or reasons for the reassignment. In lieu of this meeting, the teacher, upon request, shall receive a written reply of the reason or reasons for the reassignment.

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Special education and special area positions shall be deemed to include applicable state and federal requirements for such positions.

d. Reassignment Changes - If changes in the planned reassignments occur or if new reassignments are planned prior to the end of the school year, Local 1 will be notified and may have additional meetings with the Director of Personnel to review the changes or newly planned reassignments.

e. Summer Reassignment - In the event a teacher is reassigned, as defined above, during the summer months when school is not in session, the teacher shall be entitled to resign in good standing within ten (10) days after notice of reassignment is mailed to him/her.

f. Department Determination - If it becomes necessary to reassign a teacher within a building, the Department to which the teacher is assigned shall be determined in the following manner:

A. The teacher shall be assigned to the Department that corresponds to the majority of the teacher's current assignment schedule.

B. In the event that the teacher's current assigned schedule is split evenly between Departments, the teacher shall be assigned to his/her last full Department assignment.

3. Return Option - Teachers who have been reassigned from one building to another building or from one full department to another full department shall have the option of returning to their former position if it becomes vacant between June 15 and September 15 within the following 3 years and would not otherwise deprive a teacher on the recall list of a position. Prior to the end of the school year, reassigned teachers who desire to be eligible for the above return option shall advise the office of the Director of Personnel of an address where they may be reached during the above period. Upon written notification of

the availability of their former position, such reassigned teachers shall have ten (10) days to notify the office of the Director of Personnel that they desire to return to their former positions. In addition, teachers<sup>5</sup> who have been reassigned from one building to another building or from one full department to another full department shall have the option, except in extenuating circumstances,<sup>6</sup> of returning to their former position if it becomes vacant during the school year between September 15 and April 1 within the following 3 years and would not otherwise deprive a teacher on the recall list of a position. If a teacher exercises a return option between September 15 and April 1 in any school year, the position which such teacher vacates shall not be subject to this return option on the part of any other secondary teacher. Whenever possible, a return option shall be exercised at a natural break, such as the end of a card marking period and/or the end of a semester.

4. General:

a. No teacher shall be reassigned unnecessarily.

D. TRANSFERS - Any tenure teacher may request a transfer to a different grade, building or teaching position for which he is certified and qualified. All transfer requests shall be made to the Director of Personnel on or before April 1 of each school year. A list of the transfer requests shall be furnished to Local 1 on or before May 1 of each school year.

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<sup>5</sup> This provision shall not apply to elementary teachers (K-6) who have been reassigned from one elementary classroom position to another elementary classroom position.

<sup>6</sup> In the event of the occurrence of extenuating circumstances, the Board and Local 1 representatives shall meet to discuss and review the extenuating circumstances.

Prior to making transfers and/or reassignments for the coming school year, the Board shall give first consideration to those teachers who have requested transfers in the manner set forth above. A teacher shall receive a written reply of the reasons for a denied request for transfer.

E. SCHOOL BUILDING CLOSING -In the event an elementary school building is closed, the following procedures shall apply to the assignment and reassignment of teachers in the building being closed:

1. Initial Procedure - Teachers in an elementary building being closed shall be listed on a seniority basis. A list of vacant and unassigned positions in Grades K-6, excluding special area positions, shall be provided to the Association and to the teachers in a building being closed at least seven (7) days prior to the first Monday in May.

2. Selection Meeting - Teachers in a building being closed shall meet on the first Monday in May for the purpose of selecting vacant and unassigned positions in Grades K-6 on a seniority basis. Any teacher who is absent may make a selection through a designated representative. The above date for the selection meeting may be modified by mutual agreement between the Association and the School District. This procedure applies to teachers in an elementary building being closed who have not been laid off, and all teachers must have appropriate certification for the position selected.

3. Assignment and Reassignment - After the implementation of the procedures set forth in this provision, teachers who have selected positions in accordance with this provision shall then be assigned and reassigned in accordance with the applicable assignment and reassignment provisions of this Article.

4. Building Closing – In the event there is no vacancy or unassigned positions, the layoff-recall language will be used for placement purposes.

5. Extracurricular Positions - All elementary extracurricular positions will be posted for the 2004-5 school year. These positions will not be filled until the staff has been reassigned as a result of the building closing.

## ARTICLE VII

### SENIORITY, LAYOFF AND RECALL

A. SENIORITY - Teachers shall accrue seniority in the School District from the date the teacher signs an employment contract with the District, except as otherwise provided in this Agreement.<sup>7</sup> In the event two or more teachers sign contracts on the same date, the time stamped on the contract shall determine seniority for teachers employed after the 1974-1975 school year. Teachers who work part-time or in job-sharing positions shall accrue full seniority.

Seniority shall be based on continuous employment with the School District, and a teacher shall lose seniority if he or she resigns, retires or is discharged from the School District.

On or before March 1 of each year, the Board shall provide a seniority list to the President of Local 1 or to his/her designee for all teachers within the bargaining unit. For informational purposes, the seniority list shall show the certification and certificated endorsements as of January 15 of each year for the seventy-five (75) teachers on the seniority list with the lowest seniority. It shall be the responsibility of each teacher to process all changes in

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<sup>7</sup> Accrual of seniority shall be subject to Article IV, Section G, Article VII, Section B(5) and Article VII, Section C.6

their certification and to insure that all updated certification information is forwarded to the School District. This seniority list provision is subject to all of the provisions of this Article.

B. LAYOFF

1. Definition - "Layoff" shall be defined to mean a reduction of the teacher work force due to a decrease of work or operating funds.

2. Procedure - In the event of a layoff, the order of reduction shall be: first, temporary employees, next, probationary teachers according to qualifications,<sup>8</sup> certification and seniority in the District, and, next, tenure teachers according to qualifications,<sup>9</sup> certification and seniority in the District in accordance with the following procedure:

a. The Superintendent or his designee shall determine the positions proposed to be eliminated and shall meet with the Association President at least ten (10) days prior to the meeting at which the Board will consider proposed layoffs, except under extenuating circumstances, for the purpose of discussing and reviewing the proposed layoffs and related matters.

b. The Superintendent or his designee shall identify the lowest seniority teachers on the seniority list equal in number to the number of positions

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<sup>8</sup> A teacher shall be deemed qualified under this Article if he/she has appropriate certification, meets applicable high school North Central Association standards, which shall be deemed to apply to Grades 7 through 12, or Pre-K-6 North Central Association standards for elementary teachers, and has one (1) year of successful teaching experience in the District in the teaching level (for purposes hereof, the following three teaching levels shall be considered as separate entities: Elementary Level [Pre-K-6], Middle School Level [7-8], Senior High School Level [9-12]) in which the layoff or recall occurs. The above one (1) year provision shall not apply to tenure teachers. Qualifications for special education and special area positions shall be deemed to include applicable state and federal requirements for such positions.

<sup>9</sup> Same as Footnote 8.

proposed to be eliminated. Low seniority teachers so identified, who are assigned to a position to be eliminated, shall be laid off by the Board.

c. Teachers who are assigned one of the positions proposed to be eliminated and who are not identified as one of the low seniority teachers in accordance with Subparagraph (b) above shall be ranked in the order of their seniority. Starting with the highest seniority teacher from this ranking, the Superintendent or his designee shall determine all positions occupied by teachers of lower seniority for which such teacher has appropriate certification and qualifications. Such teacher shall then be assigned or reassigned to a position occupied by the lowest seniority teacher occupying one of the positions so identified. This procedure shall be repeated for each of the teachers who have been ranked in the order of their seniority in accordance with this section.

d. If no positions exist for teachers who have been ranked and identified under Subparagraph (c) above and no positions are created by effecting a voluntary transfer of a teacher who has submitted a voluntary transfer request prior to April 1, such teacher or teachers shall be laid off.

e. Any teacher who has been displaced by the above procedures who is one of the low seniority teachers identified in Subparagraph (b) above shall be laid off. If a displaced teacher is not one of the low seniority teachers identified in accordance with Subparagraph (b) above, the procedures set forth in Subparagraphs (c) and (d) above shall be applied to such teacher until the requisite numbers of layoffs have been effected. Following implementation of the

above procedures, teachers for whom there are no positions available shall be laid off.

f. In the event that the above procedures result in the potential layoff of a teacher who has more seniority than ten (10%) percent of the number of existing teaching staff as determined from the seniority list, but excluding teachers on the recall list from prior layoffs, the Superintendent or his designee shall make reassignments of teachers according to certification and qualifications<sup>10</sup> if such reassignments will result in the retention of such teacher, subject to certification and qualifications.<sup>11</sup> The Superintendent or his designee shall not be required to make reassignments for the retention of any teacher, except as otherwise provided in Subparagraph (c), who does not have more seniority than ten (10%) percent of the existing teaching staff, excluding teachers on the recall list from prior layoffs.

3. Notification - In the event the effective date of a teacher's layoff occurs during the school year when school is in session, the affected teacher shall be provided with written notice of the effective date of his/her layoff at least twenty (20) calendar days prior to the effective date of the layoff.

4. Change in Certification - For purposes of Section B of this Article, teachers who have completed additional credit courses resulting in a change in their certification shall submit verification of such changes to the Director of Personnel on or before February 15

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<sup>10</sup> Same as Footnote 8.

<sup>11</sup> Same as Footnote 8.



of each school year. Such verification shall consist of the change in endorsement or endorsements from the State Department of Education or a letter from the college or university in which the additional credits were earned verifying successful completion of the course work and the recommendation for the change in certification, subject to confirmation and acceptance by the State Department of Education.

5. Accrual of Seniority During Layoff - Teachers who are laid off after September 1, 1985, and teachers who are on layoff status as of September 1, 1985, shall accrue seniority to a maximum of three (3) years during the period such teachers are laid off. After a teacher has accrued a maximum of three (3) years of seniority during the period of layoff, such teacher shall not accrue any additional seniority while on layoff status. In the event that a laid-off teacher is recalled for a period of time and then laid off again, the teacher shall be eligible to accrue additional seniority to a maximum of three (3) years during the period of subsequent layoff.

C. RECALL - Any teacher whose services are terminated because of a necessary reduction in personnel shall be appointed to the first vacancy for which the teacher has seniority and is qualified.<sup>12</sup> In order to facilitate the recall of laid-off teachers on the basis of seniority, the Superintendent or his designee shall, whenever possible, reassign teachers whose seniority ranking places them in a group of the lowest seniority teachers equal in number to ten (10%) percent of the existing teaching staff as determined from the seniority list, but excluding teachers on the recall list from prior layoffs, based upon such teachers' certifications and

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<sup>12</sup>

Same as Footnote 8.

qualifications.<sup>13</sup> A recalled teacher must have the appropriate certification and qualifications<sup>14</sup> for the vacancy resulting from the making of such reassignments. In addition, such reassignments of teachers in the above-defined group must be to a vacant position and, if no vacant position exists, the Superintendent or his designee shall not be required to make such reassignments except as otherwise provided in this section. Teachers shall be notified of recall by certified letter or telegram, with a copy to Local 1. Within twenty (20) days (during the summer when school is not in session) or within ten (10) days (after September 1, but prior to the end of the school year) from the date the recall notice was mailed or sent to the affected teacher, the teacher shall notify the Board by telegram or certified mail that he/she will return to the District. In the event a teacher is recalled during the school year after September 1, 1985, and the teacher has signed a Teacher's Employment Agreement and is working in a Michigan public school district, the teacher may refuse the recall and still retain eligibility for future recall to a vacancy for which the teacher has seniority and is qualified.<sup>15</sup> A teacher who has refused recall under such circumstances shall not accrue any seniority following the date of refusal but shall retain all accrued seniority earned at the date of refusal, subject to the provisions of the Collective Bargaining Agreement. If such teacher is subsequently recalled to a vacancy and accepts the recall, the teacher shall then accrue seniority in accordance with the applicable provisions of the Collective Bargaining Agreement. Except as provided above, teachers who refuse recall and/or who do not notify the Board within the 20-day or the 10-day period,

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<sup>13</sup> Same as Footnote 8.

<sup>14</sup> Same as Footnote 8.

.....<sup>15</sup> Same as Footnote 8.

whichever is applicable, shall be deemed to have terminated their employment with the School District and shall be removed from the recall list. A laid-off teacher must notify the Board Office of any changes in his or her address.

In the event two or more teachers have the same qualifications and seniority in the District, the Board shall make the final decision as to who shall be laid off. This provision shall not be retroactive and shall only apply to layoffs occurring after September 1, 1975.

Notwithstanding anything to the contrary, a teacher on layoff for three (3) consecutive years shall lose his/her seniority and all recall and reemployment rights with the District after as many years as they have been employed or three (3) consecutive years whichever is longer.

### ARTICLE VIII

#### GRIEVANCE PROCEDURE

A. DEFINITION - A grievance is a complaint about an act or condition which affects the welfare or working conditions of a teacher or group of teachers, or a complaint that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

An aggrieved party is any teacher, group of teachers or Local 1 filing a grievance.

B. PROCEDURE - Only those grievances which have been initiated at Step 1 or Step 2 of the Grievance Procedure by Local 1 may be appealed to arbitration. All other grievances which have been initiated by a teacher or group of teachers and not by Local 1 may be appealed through Step 3 of the Grievance Procedure. The decision of the Board shall be final

and binding as to all grievances which have been initiated by a teacher or group of teachers other than Local 1.

Problems and grievances shall be presented and adjusted according to the following procedure:

Any teacher with a problem shall, prior to filing a written grievance, informally discuss the matter directly or accompanied by a Local 1 representative with the appropriate member of the Administration, who shall be advised by the teacher or the Local 1 representative that the discussion is intended as the preliminary step of the formal Grievance Procedure.

Step 1. In the event the matter is not resolved informally, a written grievance may be filed with the principal of the school in which the grievance arises within ten (10) school days following the act or condition which is the basis of the grievance.

a. A grievance may be lodged and thereafter discussed with the principal:

(1) by a teacher accompanied by a Local 1 representative,

(2) through a Local 1 representative if the teacher so

requests,

(3) by a Local 1 representative in the name of Local 1.

b. Within ten (10) school days after receiving the grievance, a principal shall state his decision in writing, together with the supporting reasons and shall furnish a copy to the aggrieved party and to Local 1.

Upon receipt of the grievance, however, the building principal shall have

the option of advancing the grievance immediately to Step 2 within the applicable time period.

Step 2. Within ten (10) school days after receiving the decision of the principal, the aggrieved party may appeal to the Superintendent of Schools. The appeal shall be in writing and shall be accompanied by a copy of the original grievance and the decision at Step 1.

a. Within fifteen (15) school days after receipt of the appeal or after receipt of a grievance, which has been advanced to Step 2 by the building principal, the Superintendent shall communicate his decision in writing, together with the supporting reasons, to the aggrieved party and to Local 1.

Step 3. If Local 1 or a teacher or group of teachers is dissatisfied with the decision of the Superintendent, Local 1 or a teacher or group of teachers may, within ten (10) days, request a meeting with the Board of Education to consider fairly and in good faith any other method of settlement which might be mutually agreed upon, including mediation or binding arbitration.

C. ARBITRATION - If the Board of Education and Local 1 shall be unable to resolve any grievance, and such grievance shall involve an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement or an alleged arbitrary discharge of a teacher, the grievance may be appealed to arbitration within twenty (20) school days after the decision of the Superintendent. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board of Education within said twenty

(20) day period, and if not so delivered, the grievance shall be abandoned. If the parties are unable to agree upon an Arbitrator, he shall be appointed under the rules of the American Arbitration Association.

The Arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of close of the hearing. The Arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be limited to deciding whether an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement or an alleged arbitrary discharge of a teacher has occurred, and he shall be subject to in all cases the rights, responsibilities and authority of the parties under the Michigan General School Laws, the Constitution of the United States and of the State of Michigan, and all other applicable state and federal laws. The Arbitrator shall not usurp the functions of the Board of Education in the proper exercise of its judgment and discretion under the law and this Agreement.

The decision of the Arbitrator, if within the scope of his authority, as set forth above, shall be final and binding.

The costs of arbitration shall be borne by the losing party, however, each party shall bear its own expense.

D. GENERAL - All written complaints must be specific. They shall contain a concise statement of the facts upon which the grievance is based, a specific reference to the articles and section of the Agreement, if any, which have allegedly been misinterpreted, misapplied or violated; the specific nature of the relief requested, and shall be signed.

Any teacher may request a grievance for adjustment without intervention of Local 1 if the adjustment is not inconsistent with the terms of this Agreement, provided that Local 1 has been given the opportunity to be present at such adjustment.

If a grievance arises of a general nature, Local 1 may present such grievance directly to Step 2.

The time limits specified in this procedure may be extended in any specific instance by mutual written agreement. During the summer break period when school is not in session, all grievance procedure time limits which are expressed in terms of school days shall be expressed in terms of weekdays and shall not include Saturdays, Sundays or holidays for purposes of the computation of grievance procedure time limits. Failure of the Board to report any decision within the specified time limit at any step of the Grievance Procedure shall automatically move the grievance to the next step in the Grievance Procedure.

Any complaint/matter which is subject to the provisions and procedures of the Teacher's Tenure Act (Act 4 of Public Acts, Extra Session, 1937, of Michigan, as amended, being MSA 15.1971, etc.) shall not be the basis of any grievance or be subject to the provisions of this Article, Article VIII, Grievance Procedure. Also, in the event a teacher, group of teachers and/or Local 1 files or submits a complaint, charge or similar matter with any state or federal agency, administrative tribunal or court of law pursuant to any law or regulation having the force of law, the basis of such complaint/charge or similar matter shall not be the basis of any grievance or be subject to the provisions of this Article, Article VIII, Grievance Procedure. Likewise, any grievance filed pursuant to the provisions of this Article by any teacher, group of teachers and/or Local 1 shall be deemed to be an election of remedies.

ARTICLE IX  
RESIGNATION, RETIREMENT AND OTHER TERMINATION

In all cases where a teacher leaves, retires or terminates his service to the School District, any benefits under the provisions of this Agreement which would otherwise accrue, including the total amount of the teacher's pay for the period of service for the year, shall be determined pro rata by the total number of teacher workdays worked to the total number of teacher workdays<sup>16</sup> in the school year.

RESIGNATION - All teachers' resignations must be submitted in writing to the Board not less than sixty (60) days before the resignation is to be effective.

Any teacher who has worked for the District prior to June 30, 1968, and who remains in the employ of the Board for three (3) or more years, and who resigns from employment with the School District during the period of this Agreement shall be paid a sum of money equal to one-half (½) of his total accumulated personal leave days multiplied by his current "daily rate"<sup>17</sup>; provided, however, that any teacher who shall fail to present his resignation to the Board sixty (60) days before the resignation is to become effective (or who shall fail to return to employment from a maternity leave of absence, sabbatical leave or other leave of absence, and shall fail to present his resignation sixty [60] days prior to the end of the leave), shall automatically forfeit his right to any pay for accumulated leave days.

In no event shall any teacher be relieved of duty or contractual benefits prior to the effective date of his resignation.

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<sup>16</sup> Workday is defined as any day during which a teacher would have been assigned to work in accordance with the School Calendar.

<sup>17</sup> The "daily rate" shall be the sum of money computed by dividing a teacher's total salary (as determined from Exhibit A) by the total number of workdays.



RETIREMENT OR DEATH - Any teacher retiring in accordance with the Michigan Teacher Retirement Act shall be paid a sum of money equal to three-fourths (3/4) of his total accumulated personal leave days multiplied by his current "daily rate,"<sup>18</sup> except that teachers with less than ten (10) years service as of September 1, 2007, will be paid according to the formula below.

In all cases where a teacher's service to the District is terminated by death, his heirs or personal representative shall be paid a sum of money equal to three-fourths (¾) of his total accumulated personal leave days multiplied by his current "daily rate,"<sup>19</sup> except that teachers with less than ten (10) years of service as of September 1, 2007, will be paid according to the formula below.

Effective September 1, 2007, all bargaining unit members then employed will be permitted to accumulate twelve (12) personal leave days for every year of service that they have provided to the District, up to one hundred twenty (120) days for purposes of this Article.

Those bargaining unit members with less than ten (10) years of service and all those future members first employed after September 1, 2007, shall be paid for three-quarters (75%) of their accumulated leave days up to a maximum of one hundred twenty (120) accumulated personal leave days at their then "daily rate" or the "negotiated" /substitute daily rate in effect as of the date of their retirement or death, on the basis of the following examples.

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<sup>18</sup> Same as Footnote 17.

<sup>19</sup> Same as Footnote 17.

Members with nine (9) years of service as of September 1, 2007, would be eligible to accumulate in the years after that date up to one hundred eight (108) personal leave days for which such members will be paid in the same manner as set forth in paragraph 2 above (that is, at their "daily rate" --  $108 \times .75 \times \text{teacher's "daily rate" on date of retirement} = \$$ ), and up to twelve (12) days for which they would receive the then daily substitute rate upon the date of retirement/death ( $12 \times .75 \times \text{substitute rate} = \$$ ). Similarly, members with eight (8) years of service as of September 1, 2007, would be eligible to accumulate in the years after that date up to ninety-six (96) personal leave days for which such members will be paid in the same manner as set forth in paragraph 2 above (that is, at their "daily rate" --  $96 \times .75 \times \text{teacher's daily rate on date of retirement} = \$$ ), and up to twenty four (24) days for which they would receive the then daily substitute rate upon the date of retirement/death ( $12 \times .75 \times \text{substitute rate} = \$$ ), and so on for members with less than ten (10) years of service.

All members will be eligible to be paid for three/quarters (75%) of up to one hundred twenty (120) personal days at either the "daily rate" as defined in 2003-04 contract (i.e. the rate for pay that their degree and experience credit resulted in them being paid as of the date of their retirement) or the "negotiated"/substitute daily rate depending upon how many years of service they have as of September 1, 2007.

If state and/or federal laws stipulate a permissible, mandatory retirement age, any teacher who attains said age during the school year must retire at the close of that school year, however, the teacher may be employed thereafter on a year-to-year basis upon agreement between the Board and the teacher.

Effective the 1996-97 school year, all sums to be paid under Article IX shall be paid in equal installments over a three (3) year period. If the teacher is purchasing retirement

credit within thirty (30) days of his/her retirement date, the teacher may elect to receive the first installment payment in an amount equal to the amount to be paid to MPSERS to purchase such retirement credit. The balance shall be paid in equal installments over the next two (2) years.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

A. SCHOOL CALENDARS - The Board and Local 1 have approved the School Calendars attached to this Agreement as Exhibit C. In addition to the School Calendar requirements, teachers subject to Section 1526 of the School Code, MCLA 380.1526, shall be required to attend fifteen (15) days of professional development over the three (3) years of their professional development training. It is understood that a portion of the professional development training days shall be scheduled during the regular school year. Three (3) hours of the first teacher work day shall be used for professional development/staff development requirements. In addition, at least three (3) hours of faculty meetings will be used for the same. The rest of professional development/staff development shall be scheduled on half days as in the past.

B. BUILDING USE - Local 1 and its members shall have the right to use buildings in accordance with the existing "Building Use Policy."

The Board agrees that Local 1 shall have the exclusive right to use Local 1's bulletin board, which Local 1 has provided for the teachers' lounge in each building.

C. MAILBOXES - The Board agrees to recognize the Local 1 as the only teacher organization which has any right to use teachers' mailboxes.

D. INFORMATION EXCHANGE - Local 1 and the Board agree to exchange any financial, curricular or other information as may be mutually agreed upon between the parties.

The Board agrees to furnish Local 1 with a list of the names and addresses of newly hired bargaining unit members within five (5) days from the date of hiring.

E. PERSONNEL FILES - All teachers have the right to review their own personnel files, either the principal's or the Central Office file, exclusive of confidential employment and university credentials. Each teacher shall receive a copy of and must reply in writing to any addition to his or her personnel file.

Upon request, a teacher may have a personal conference with the principal regarding any written document other than written evaluations placed in the teacher's personnel file.

Upon the written request of the affected teacher, a written warning or written reprimand shall be removed from the teacher's personnel file after four (4) years from the date of the written reprimand or written warning, provided that the affected teacher has not received a written reprimand or written warning within the four-year period. This provision shall not apply to written evaluations or other documents contained in the personnel file except written reprimands and written warnings as provided above.

The Board agrees that upon receipt of any Freedom of Information Act ("FOIA") request for information concerning a bargaining unit member's personnel file, it will immediately send a copy of said request to the involved teacher and the Association President. The teacher and/or the Association President shall notify the personnel director within three (3) days of receipt of said notice whether the disclosure of the requested information is objected to

by said teacher or the Association. If the involved teacher or the Association objects to disclosure and it is consistent with the statute, the Board shall apply for the ten (10)-day extension of time for disbursement of said information allowed under FOIA. In the event the Board deems it necessary to disburse said information at the end of the 10-day extension pursuant to FOIA, it shall do so unless the teacher or Association procures a proper court order restraining the Board from disbursing said information.

F. TEACHER EVALUATION – The following procedures shall apply to the formal written evaluation of teachers covered by the terms of this Agreement:

1. Observation Notice – Teachers shall receive notification from the appropriate Administrator five (5) days prior to an observation pursuant to the evaluation procedure under the terms of this provision.
2. Observation – An observation of a teacher under the term of this provision by the appropriate Administrator shall be for a period of at least one (1) class period or for the duration of a particular teaching or instructional unit. Teachers who are not assigned to a regular classroom shall be evaluated for a reasonable period of time dependent upon the nature of their assignment. Administrators who have not received training in teacher evaluation will not evaluate bargaining unit members.
3. Written Evaluation and Conference – The Administrator conducting the observation or observations pursuant to Paragraph 2 above shall prepare a written evaluation report, including, but not limited to, if necessary, recommendations, suggestions for improvement and

available assistance. Within ten (10) school days, except under extenuating circumstances, from the date of the last observation upon which a written evaluation report is based, the Administrator shall meet with the teacher for the purpose of presenting and discussing the written evaluation report. Following this meeting, the teacher may request an additional meeting within ten (10) school days following the date of the first meeting, except under extenuating circumstances, for the purpose of further discussing and reviewing the written evaluation report. Upon the presentation of the written evaluation report to the teacher, the teacher shall sign the written evaluation report acknowledging that he/she has received a copy.

4. Teacher's Response -- A teacher who disagrees with the written evaluation report may submit a written response to the written evaluation report within twenty (20) school days from the date the written evaluation report is presented to the teacher, except under extenuating circumstances. The teacher's written response shall be attached to the file copy of the written evaluation report.
5. Evaluation Frequency -- Probationary teachers or other probationary bargaining unit members shall be evaluated every year during the probationary period. Every evaluation of a probationary teacher will be accompanied by two (2) observations as provided for in the Michigan Teachers Tenure Act. Tenure

teachers and other bargaining unit members shall be evaluated in accordance with this procedure at least once every three (3) years.

6. Local 1 Representative – Teachers may have a Local 1 representative present at meetings or conferences between the teacher and the Administrator held for the purpose of discussing a written evaluation report pursuant to Section 3 above. Upon request, any teacher shall be granted the right to an independent evaluation by the Superintendent or his designee.
7. Any judgment of less than satisfactory performance must not be arbitrary or capricious. Should a teacher receive a less than satisfactory evaluation, the evaluator shall:
  - a. Identify the area that needs improvement.
  - b. Provide the employee with appropriate written recommendations for improvement.
  - c. Develop a fair and workable time line for improvement. This time line shall include appropriate follow-up to evaluate the area(s) of concern.
  - d. Provide a program of assistance that may include materials, resources, consultant services and recommendation(s) of the evaluator.
8. The provisions of this article shall not be altered nor modified by any individual teacher.

G. LOCAL 1 RELEASE TIME – The Board agrees to release a Local 1 member or members a total of forty-five (45) days per school year, upon request, to be used to further the educational program, subject to the following provision:

When a substitute is required for a Local 1 member or members who use any of the above days beyond twenty (20) days, Local 1 shall reimburse the School District for the cost of such substitute. With the exception of the District President and the District Vice-President of Local 1, the maximum number of days that an individual Local 1 member may be released pursuant to this provision shall be ten (10).

In addition, the District President shall be permitted a total of twenty (20) days of release time upon request. The District President may be provided additional release time upon the approval of the Superintendent or designee. Also, Local 1 may purchase release time upon the agreement of the Superintendent or designee.

H. CLASS SIZE – The Board shall strive toward ideal classroom pupil-teacher ratios. In determining such ratios, the Board shall consider among the pertinent factors:

(a) Teacher effectiveness, including individual attention, multi-learning activities, span of control, parent-teacher communications, clerical burden, available work stations and flexible grouping;

(b) Physical design of the classrooms, including room size, the flexibility of the room and facilities for vision, hearing and group work, health and safety;

(c) Manpower supply, including availability of qualified personnel for classrooms and special areas for curriculum at the time of need; and the financial status of the District.



The desired goal is thirty (30) students per class, except choir, band, physical education, and study hall classes.

At such time as the class size exceeds thirty (30) students the class size limit for more than twenty (20) school days in any one-fourth ( $\frac{1}{4}$ ) of the school year, except choir, band, physical education, home room and study hall classes, the affected elementary teacher shall be paid the sum of \$150.00, and the affected secondary teacher shall be paid the sum of \$30.00 for each student in excess of thirty (30) for each one-fourth ( $\frac{1}{4}$ ) of the school year that said class size is thus exceeded.

With the exception of choir, band, physical education, and study hall classes, when the total daily class size of a high school teacher exceeds ninety-three (93) students per day, the affected high school teacher, at his or her request, may meet with the principal of his/her school, together with the appropriate department head and a Local 1 representative, to discuss and review the affected teacher's class sizes.

In the event the total daily class size (2-Day Block Schedule at the high school) exceeds 135 students per day for choir, band, physical education, and study hall classes, the affected teacher at his/her request may meet with the principal of his/her school, together with a Local 1 representative, to discuss and review the affected teacher's class size.

A regular classroom teacher may request a conference in writing with his/her building principal and the Director of Special Education and a Local 1 representative to review and discuss concerns and problems involving the placement of special education students (mainstreaming) in his/her regular classroom excepting speech students, LD-TC students and other students receiving consulting services only. The above conference shall be held within ten

(10) workdays from the date the written request is submitted to the building principal and the Director of Special Education, except in emergencies.

I. MONTHLY MEETINGS – The Board and Local 1 agree to meet periodically for the purpose of reviewing the administration of the provisions of this Agreement at the request of Local 1 or the Board.

J. LETTERS OF INTENT – The Board and Local 1 agree that all letters of intent exchanged or to be exchanged between the parties are hereby incorporated as part of this Agreement.

K. ELEMENTARY CAMPING PROGRAM – The Board of Education recognizes that teacher participation in the Camping Program is voluntary.

L. JUST CAUSE - No teacher shall be disciplined or receive a reprimand which would result in the suspension, reduction in compensation or termination of employment without just cause and preceded by a conference with the teacher by the appropriate administrator prior to taking any action, except in extenuating circumstances. A written explanation for the action shall be given to the teacher and Local 1 upon request by the request. This provision is subject to the provisions of Article VIII, Section D, of this Agreement.

M. TEACHER RESPONSIBILITY - Local 1 agrees as follows:

1. That teachers shall perform their duties for the School District in a professional and responsible manner.
2. That teachers shall abide by the rules and regulations of the School District and the provisions of this Agreement.

N. DEPARTMENT HEADS - It is understood and agreed that the building principal may grant additional and/or release time to a department head when it appears that such time is necessary to perform specific duties and/or projects which cannot otherwise be completed within the regular scope of the department head's function. A department head desiring such time shall make a request to the building principal and shall state the rationale and reasons for such request.

O. STUDENT DISCIPLINE - In the event a teacher excludes a student from class for disruptive behavior, the Principal, Assistant Principal or other Administrator shall meet with the teacher regarding the student's behavior problems before the student is returned to the teacher's class, except under extenuating circumstances.

P. NATIONAL HEALTH INSURANCE AND WAGE AND PRICE CONTROL REOPENING CLAUSE - In the event a National Health Insurance Program is instituted by action of Congress or any governmental agency during this Agreement, Article III, Section A, of this Agreement shall be reopened for purposes of negotiation upon the request of either party to this Agreement. In addition, in the event any salary/wage or benefit of this Agreement is nullified or modified as a result of the institution or reinstatement of any form of wage and benefit controls by any governmental agency, those provisions of the Agreement affected by such governmental action shall be reopened for negotiation upon the request of either party to this Agreement.

Q. VOLUNTARY CONSOLIDATION - In the event the School Board voluntarily enters into consolidation of the District with another district(s), the Board shall abide by the terms of this Master Agreement until its expiration date.

R. STUDENT TEACHER PLACEMENT - The Board and the Association agree to mutually determine the placement of student teachers. A teacher's acceptance of a student teacher shall be voluntary. If a program is established by the Board for student teachers, the Association shall have input into the development of said program.

S. SCHOOL CLOSING - In the event school is closed for students due to inclement weather or other emergency causes, teachers shall not be required to report for duty, and the day of instruction shall be rescheduled in accordance with this provision, except as otherwise provided herein. Teachers shall not receive additional compensation for the rescheduled days of instruction, including but not limited to additional salary or paid leave days. Any days that schools are closed for students due to inclement weather or other emergency causes, which are not required to be rescheduled by statute or appropriate governmental agency and which do not result in a loss of state aid funding to the School District, shall not be made up or rescheduled. Rescheduled hours of instruction shall be made up as additional hours at the end of the school year.

T. TRAVELING TEACHERS – Teachers whose regular assignments involve travel from one building to another building in the School District shall receive One (\$1.00) Dollar per travel day or twenty five (\$.25) cents per mile traveled, whichever is greater. The Director of Personnel shall determine the schedules for traveling teachers, which shall include adequate travel time, set-up time, and take-down time. Teachers may request a meeting with the Director and an Association representative to review and discuss concerns or problems with their schedule.

U. COMMUNICABLE DISEASES - Policies concerning communicable diseases shall be subject to the bargaining rights of employees covered by the terms of this Agreement.

V. STUDENT SERVICES

1. IEPCs - All referring teachers will be extended an opportunity to attend and participate in IEPCs. Receiving teachers shall have the opportunity to review the IEPC Plan.

2. Medically Fragile Students - The Board will provide training for teachers having to serve the medically fragile student. When the School District receives a medically fragile student who requires extraordinary care, representatives of the Board and the Association shall meet to discuss an appropriate plan for medical and educational concerns.

W. STAFFINGS - EDUCATIONAL CONCERNS

Staffings are composed of groups of educators within each school building who meet to discuss and attempt to resolve issues pertaining to students who are posing educational concerns. The committee composition is decided on a case-by-case basis and is dependent upon the nature of the student's problem. At a minimum, the committee includes the classroom teacher and the building principal or his/her designee. Other educators who have knowledge of and/or expertise pertaining to the nature of the student's problem may be included such as special teachers (art, music, etc.), reading consultant, math consultant, school social worker, speech therapist, counselor, and psychologist. Staffings may be requested by a teacher or building administrator. Staffings shall attempt to reach consensus on strategies to remedy the concerns,

and shall periodically reconvene to evaluate the same. The Committee may, upon its own initiative, consider matters set forth in Section 2(a) of this provision, provided that there is agreement among a majority of the Committee members to consider such matters.

X. DISTRICT-WIDE COMMITTEES – The Superintendent or his/her designee shall notify the Association President of the formation of district-wide committees.

DISTRICT-WIDE  
PROFESSIONAL LEARNING COMMUNITY – STEERING COMMITTEE

A Professional Learning Community is a collaborative professional development process that recognizes the importance of input from teachers in their own area of expertise in curriculum and professional development issues. PLCs are intended to move a school toward its mission and vision.

A PLC concept shall be used as a model for staff involvement in curriculum and professional development issues within the context of this collective bargaining agreement.

Professional Learning Communities shall be established at the high school, middle school, and elementary school levels to deal with issues of curriculum, pedagogy, professional development, and assessment, including reviewing and making recommendations within the purview of the PLC.

Meetings of PLCs shall take place during scheduled professional development time (for example, on early release days) and at such other times as determined by the PLCs. It is

understood and agreed that participation in the PLC may be used to satisfy teacher qualification requirements of the No Child Left Behind Act 2002. PLCs and/or Steering Committees provided for herein shall NOT have any authority to alter, amend, modify, or change in any way wages, hours, terms, or conditions of employment established under the collective bargaining agreement without the prior written consent of the Parties.

In those buildings that choose to have a Steering Committee, such Steering Committees shall help coordinate professional development, school improvement, and accreditation issues and efforts, and shall operate in the same way as the steering committees did in the 2002-2003 school year in the middle and high schools. Participation on a steering committee shall be voluntary. A steering committee may approve a professional development plan to satisfy teacher qualification requirements of the No Child Left Behind Act of 2002.

Y. ELEMENTARY COMMITTEE A committee will be established to address elementary building issues consisting of one representative from each elementary building chosen by the teachers in each building, the Association President/Designee, and administrators appointed by the Board. The committee will meet quarterly, unless otherwise agreed by the Association President/Designee at a time established mutually between the Association President/Designee and Director of Personnel/Designee. The Director of Personnel/Designee shall be responsible for calling the meeting. The Association President/Designee and Director of Personnel/Designee will set meeting agenda.

Z. TEACHER MENTORS The PLC/SI Committee's professional development responsibilities shall include reviewing and recommending modifications in the teacher mentor program. The PLC/SI, which will consist of an equal number of members appointed by the Board and Local 1, will make recommendations regarding mentors to the District. The District will then assign mentors to no more than one teacher per mentor teacher to meet the requirements of Section 1526 of the School Code, MCLA 380.1526.

1. The purpose of the mentor is to offer assistance, resources and information to a new probationary teacher.
2. Participation as a mentor teacher shall be voluntary.
3. In assigning a bargaining unit member as a mentor, consideration will be given to the bargaining unit member's area of certification and building assignment.
4. A mentor assignment shall be for a minimum of one semester, which assignment may be renewed.
5. Neither the mentor nor the mentee shall be permitted to participate in any matter related to the evaluation of the other.
6. The District will provide released time for bargaining unit members acting as mentors.
7. The District shall consider scheduling the bargaining unit mentor and assigned probationary teacher with a common preparation time.
8. Bargaining unit members who work as mentors shall receive a yearly stipend as set forth in the Extracurricular Salary Schedule (one-half of that amount for one semester).



AA. PUBLIC SCHOOL ACADEMY If a public school academy is authorized by the District, and the teacher's contract is to apply to the academy pursuant to MCL 380.503(4), then any provision of an academy school contract as defined in MCL 380.503(4) affecting the wages, hours, and working conditions of employment which are inconsistent with this agreement must have written approval of the Association prior to being adopted and/or implemented.

Bargaining unit members employed in a public school academy shall not be required to perform job duties and responsibilities different than regular District teachers in similar positions.

In the event the Board of Education considers authorizing a public school academy or considers applying for a public school academy contract with another body authorized to grant such contract, the Board will so notify the Association prior to adoption or implementation.

BB. SPECIAL EDUCATION WAIVERS Decisions regarding school district applications for a waiver(s) from Department of Education administrative rules will involve the Association and members whose jobs will be affected by the waiver(s). The decision to request a waiver(s) will take into consideration factors such as student performance and quality of services, parental/community support, and employee working conditions.

Upon request, the district will provide the Association with documentation to support the necessity of any waiver request, i.e., inadequacy of resources/funds to address full compliance.

ARTICLE XI

STATEMENT ON ACADEMIC FREEDOM

WHEREAS, true education can take place only in an atmosphere of freedom of discussion and inquiry for both teacher and student, the following general statement of "academic freedom" is printed here as a guide for the Board of Education and the teacher.

"Academic Freedom" includes:

1. The right to discuss all sides of any issue pertaining to the prescribed curriculum and the responsibility not to misuse a position of leadership to promote personal causes.
2. The right to express views on any issue outside the classroom, provided that they are expressed in a responsible and reasonable manner within the school so as not to disrupt the educational process.
3. The right to participate in the establishment and modification of curriculum and the selection of textbooks and supplementary material and the prescribed curriculum.
4. The right to exercise any and all rights under the Constitution and Laws of the United States and of the State of Michigan.

ARTICLE XII

GENERAL PROVISIONS

In the event that any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been

taken within the time provided for appeals, such provisions shall be void and inoperative, but all other provisions of this Agreement shall remain and continue in effect.

Further, in the event that the Teacher's Tenure Act, as it relates to the discharge and demotion of teachers, is repealed by the Legislature of the State of Michigan, and no substitute remedial procedure is provided by the Legislature, the Board and Local 1 agree to reopen this Agreement for the sole and exclusive purpose of engaging in collective bargaining with respect to establishing a remedial procedure for the termination of employment of tenure teachers with the School District.

Copies of this Agreement are provided to all teachers at the expense of the Board and within thirty business (30) days of the ratification by the Board.

ARTICLE XIII

DURATION OF AGREEMENT

This Agreement shall continue in effect for a period commencing on September 1, 2006, and ending on August 31, 2009.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement by their duly authorized representatives on the day and year first above written.

BOARD OF EDUCATION

FRASER PUBLIC SCHOOL DISTRICT

By: Deborah Prentiss

Deborah Prentiss, President

By: Gerard Gauthier

Gerard Gauthier, Secretary

MEA-NEA, LOCAL 1

By: Michael E. LaBuhn

Michael LaBuhn

President MEA-NEA, Local 1

By: Martha Pichla

Martha Pichla, President FEA

Ratified by the Board of Education of Fraser Public Schools District on:

Date: September 11, 2006

Ratified by the MEA-NEA, Local 1, on:

Date: September 8, 2006

## Exhibit A

### 2006-2007 SALARY PAYOUT SCHEDULE

| <u>YEARS</u><br><u>EXPERIENCE</u> | <u>Bachelors</u><br><u>AMOUNT</u> | <u>Masters or</u><br><u>Equivalent</u><br><u>AMOUNT</u> | <u>Masters +</u><br><u>15 Hours</u><br><u>AMOUNT</u> | <u>Masters +</u><br><u>30 Hours</u><br><u>AMOUNT</u> |
|-----------------------------------|-----------------------------------|---|--|--|
| 0                                 | 40,156                            | 45,012  | 46,464   | 47,831   |
| 1                                 | 43,132                            | 46,888  | 48,303   | 49,717   |
| 2                                 | 45,482                            | 49,253  | 50,658   | 52,070   |
| 3                                 | 47,831                            | 52,070  | 53,478   | 55,361   |
| 4                                 | 50,197                            | 54,894  | 56,304   | 58,682   |
| 5                                 | 52,535                            | 57,714  | 59,601   | 61,958   |
| 6                                 | 55,361                            | 61,003  | 63,359   | 65,715   |
| 7                                 | 58,187                            | 65,246  | 67,131   | 69,485   |
| 8                                 | 61,003                            | 69,485  | 71,367   | 74,189   |
| 9                                 | 64,303                            | 74,191  | 76,071   | 78,896   |
| 10                                |                                   | 78,896  | 80,778   | 83,609   |

2007-2008 SALARY PAYOUT SCHEDULE

| <u>YEARS</u><br><u>EXPERIENCE</u> | Bachelors<br><u>AMOUNT</u> | Masters or<br>Equivalent<br><u>AMOUNT</u> | Masters +<br>15 Hours<br><u>AMOUNT</u> | Masters +<br>30 Hours<br><u>AMOUNT</u> |
|-----------------------------------|----------------------------|---|--|--|
| 0                                 | 40,959                     | 45,913                                    | 47,393                                 | 48,787                                 |
| 1                                 | 43,995                     | 47,826                                    | 49,269                                 | 50,711                                 |
| 2                                 | 46,392                     | 50,238                                    | 51,671                                 | 53,111                                 |
| 3                                 | 48,787                     | 53,111                                    | 54,548                                 | 56,469                                 |
| 4                                 | 51,201                     | 55,992                                    | 57,430                                 | 59,856                                 |
| 5                                 | 53,586                     | 58,868                                    | 60,792                                 | 63,197                                 |
| 6                                 | 56,469                     | 62,223                                    | 64,626                                 | 67,030                                 |
| 7                                 | 59,351                     | 66,552                                    | 68,474                                 | 70,874                                 |
| 8                                 | 62,223                     | 70,874                                    | 72,794                                 | 75,673                                 |
| 9                                 | 65,589                     | 75,675                                    | 77,593                                 | 80,474                                 |
| 10                                |                            | 80,474                                    | 82,394                                 | 85,280                                 |

2008-2009 SALARY SCHEDULE

The parties will begin negotiation of the 2008-9 salary schedules no later than May 1, 2008 based upon the Second Semester 2007-2008 Salary Schedule below.

SECOND SEMESTER  
2007-2008 SALARY SCHEDULE

| <u>YEARS</u><br><u>EXPERIENCE</u> | Bachelors<br><u>AMOUNT</u> | Masters or<br>Equivalent<br><u>AMOUNT</u> | Masters +<br>15 Hours<br><u>AMOUNT</u> | Masters +<br>30 Hours<br><u>AMOUNT</u> |
|-----------------------------------|----------------------------|---|--|--|
| 0                                 | 41,367                     | 46,369                                    | 47,865                                 | 49,272                                 |
| 1                                 | 44,433                     | 48,302                                    | 49,760                                 | 51,216                                 |
| 2                                 | 46,854                     | 50,738                                    | 52,185                                 | 53,640                                 |
| 3                                 | 49,272                     | 53,640                                    | 55,091                                 | 57,030                                 |
| 4                                 | 51,710                     | 56,550                                    | 58,001                                 | 60,451                                 |
| 5                                 | 54,119                     | 59,454                                    | 61,397                                 | 63,825                                 |
| 6                                 | 57,030                     | 62,842                                    | 65,269                                 | 67,696                                 |
| 7                                 | 59,941                     | 67,214                                    | 69,155                                 | 71,580                                 |
| 8                                 | 62,842                     | 71,580                                    | 73,519                                 | 76,427                                 |
| 9                                 | 66,242                     | 76,429                                    | 78,365                                 | 81,275                                 |
| 10                                |                            | 81,275                                    | 83,214                                 | 86,129                                 |

COST-OF-LIVING ADJUSTMENT (C.O.L.A)

This Cost-of-Living Adjustment provision shall not be operative and shall be abated for the 2006-2008 school years. Each teacher shall receive a cost-of-living adjustment (C.O.L.A.) as a deferred salary increase based upon the percentage rise in the revised Consumer's Price Index (CPI all items) for all Urban Consumers for the Detroit Metropolitan Area published by the Bureau of Labor Statistics, U.S. Department of Labor (1967=100) and hereafter referred to as the CPI, subject to the terms of this provision. The amount of the deferred salary increase shall be the dollar equivalent of .75 times percentage increase (not to exceed 6%), rounded to the nearest one-tenth of one percent, of the CPI, multiplied by the appropriate salary steps as listed in the Salary Schedule. This percentage shall be determined by subtracting the CPI of April of the previous year from the CPI of the April of the year in which the C.O.L.A. is to be paid; the remainder shall then be divided by the CPI of April of the previous year. The resulting amount of money shall then be paid, less appropriate payroll deductions, rounded to the nearest \$1.00 to each teacher no later than June 30 of the year in which the C.O.L.A. is to be paid. Such payment shall be made a part of the teacher's regular salary and folded into the salary schedule, but shall be paid by a check separate from the teacher's regular paycheck. The maximum amount of the percent increase which shall be paid under the terms of this provision shall not exceed six (6%) percent.

| <u>Example</u> |   |       |
|----------------|---|-------|
| April 1984     | Detroit CPI   | 187.9 |
| April 1985     | Detroit CPI   | 202.8 |
|                | $202.8 - 187.9 = 14.9$                                      |       |
|                | $14.9 \text{ divided by } 187.9 = 7.9\% \times .75 = 5.9\%$ |       |



Multiply each step on the salary schedule by 1.059 to determine the adjusted 1984-1985 salary schedule.

General

1. Proration - In the event a teacher does not complete the school year or is employed for less than the full school year, the cost-of-living adjustment shall be prorated based upon a ratio of the number of workdays such teacher worked to 185 workdays multiplied by the cost-of-living adjustment.

2. Consumer Price Index Information - In the event the Bureau of Labor Statistics terminates publication of the monthly Consumer Price Index information required for purposes of this provision or substantially modifies the manner of calculating such information, representatives of the Board and Local 1 agree to meet for the purpose of negotiating the terms of this Cost-of-Living Adjustment provision. Also, if receipt by the District of Consumer Price Index information from the Bureau of Labor Statistics is delayed for reasons beyond the control of the District, payment of the cost-of-living adjustment shall be made as soon as possible following the receipt of such information.

2. Application of Cost-of-Living Adjustment - The cost-of-living adjustment provided for in this Agreement shall be applied to the Salary Schedule only. After the cost-of-living adjustment has been folded in and added to the Salary Schedule, the percentages for athletic assignments and subject matter related assignments shall be computed on the adjusted Salary Schedule. Then, the amount previously paid to affected teachers for athletic assignments and subject matter related assignments shall be subtracted from the amount computed from the revised Salary Schedule, and the resulting

differential shall be paid to an affected teacher who has an additional class assignment based upon the revised Salary Schedule.

The cost-of-living adjustment shall not apply to nor be paid on the following payments made to affected teachers during the term of the Agreement: longevity payments; hourly rates paid for driver education, adult education and continuing education; special education differential; doctorate degree payments; summer school payments; amounts paid for bargaining unit members substituting for other bargaining unit members; stipends paid for workshops or conferences; amounts paid pursuant to Article X, Section H; and any other hourly rate or flat rate payments.

BOARD PAID RETIREMENT - The board shall pay to the state school employees' retirement fund the amount required.

LONGEVITY - Teachers shall begin receiving longevity payments in the first quarter following completion of fifteen (15) years of teaching experience in the Fraser Public Schools District according to the following schedule:

|           | <u>15 Years</u> | <u>20 Years</u> | <u>25 Years</u> |
|-----------|-----------------|-----------------|-----------------|
| 2006-2009 | 1,800           | 2,100           | 2,400           |

Longevity pay shall be paid quarterly at the same time as Supplemental Pay and shall not be cumulative.

## SALARY PLACEMENT

The Board will endeavor to first hire those teachers who possess a Provisional or Permanent Certificate; next, those who possess a Baccalaureate Degree and a Full Year Special Permit; and, finally, those who possess a 90-Day Substitute Teaching Permit. Those teachers hired with a 90-Day Substitute Permit will be employed on a day-to-day basis.

The Board agrees to place teachers on the above Salary Schedule according to the following:

Experience - Teachers will be given full credit for the number of years of teaching experience obtained in their employment by the Board and placed on the appropriate numbered salary step accordingly. Teachers hired after September 3, 1979, may be given credit for outside teaching experience at the time they are employed by the School District.

Bachelors - Teachers who possess a Baccalaureate Degree and a Michigan Full Year Special Permit, Provisional, Permanent or Life Certificate shall be placed on Schedule I.

Masters or Equivalent - A teacher who possesses a Masters Degree or who has completed at least thirty (30) semester hours of university approved graduate study in his/her area of certificated endorsement or in his/her area of responsibility beyond the Baccalaureate Degree shall be placed on Schedule II. The thirty (30) semester hours shall be in graduate courses.

However, credit hours completed beyond the baccalaureate degree count toward the masters degree equivalency if the course is a graduate level course directly

related to the teacher's current assignment or endorsement on his/her teaching certificate. All other courses, including undergraduate courses, must be part of a planned program in order to count toward the masters degree equivalency.

A teacher who is seeking to qualify under the equivalency section of this provision shall obtain prior approval of the Director of Personnel for courses taken pursuant to this provision if said courses are outside of the area of the teacher's certificated endorsement or are not part of a university approved advanced degree program.

"University" shall be defined to mean any institution, which is empowered by law to grant Baccalaureate or Advanced Degrees.

Masters + 15 Hours - A teacher who has completed at least fifteen (15) semester hours of university approved graduate study in his/her area of certificated endorsement or area of responsibility beyond a Masters Degree shall be placed on Schedule III. If said hours are outside of the teacher's area of certificated endorsement or are not part of a university approved advanced degree program, a teacher who is seeking to qualify under this provision shall obtain the prior approval of the Director of Personnel for such hours. Undergraduate hours which are part of an advanced degree plan or program beyond the M.A. may be included within the fifteen (15) hours. In addition, hours earned by a teacher beyond a Masters Degree which have been required by the School District and for which prior approval has been granted by the Director of Personnel shall qualify as part of the required fifteen (15) hours under this provision.

"University" shall be defined to mean any institution, which is empowered by law to grant Baccalaureate or Advanced Degrees.

Masters + 30 Hours - A teacher who has obtained an Education Specialist Degree or who has completed at least thirty (30) semester hours of university approved graduate study in his/her area of certificated endorsement, area of responsibility or toward an advanced degree beyond a Masters Degree, which may include a second Masters Degree, shall be placed on Schedule IV. If said hours are outside of the teacher's area of certificated endorsement or are not part of a university approved advanced degree program, a teacher who is seeking to qualify under this provision shall obtain the prior approval of the Director of Personnel for such hours. Undergraduate hours which are part of an advanced degree plan or program beyond the M.A. may be included within the thirty (30) hours. In addition, hours earned by a teacher beyond a Masters Degree which have been required by the School District and for which prior approval has been granted by the Director of Personnel shall qualify as part of the required thirty (30) hours under this provision.

"University" shall be defined to mean any institution, which is empowered by law to grant Baccalaureate or Advanced Degrees.

Doctorate - Teachers who have obtained a Doctorate Degree shall receive an annual pay supplement of One Thousand (\$1,000.00) Dollars.

General - Teachers shall be placed upon the appropriate salary schedule when verification of the degree or hours earned has been submitted to the Director of Personnel.

PRORATION OF SALARY AND BENEFITS FOR  
PART-TIME BARGAINING UNIT MEMBERS

Teacher covered by the terms of this Agreement who are employed on a regular, part-time basis shall receive salary and benefits (including longevity) in accordance with the terms of this Agreement on a pro rata basis. If regular, part-time teachers elect not to pay the difference between the prorated cost of the insurance coverages provided in Article III and the actual cost, the teacher shall not receive such benefits, nor shall the Board reimburse the teacher for the prorated amount of the insurance premiums. The proration of benefits shall be based both upon the number of hours such part-time teachers work each day of the total teacher's workday and the number of days such teachers work of the total number of teacher workdays in a school year.

EXTRACURRICULAR SALARY SCHEDULE

The parties having agreed as part of their negotiations for the 2000-2003 contract to establish a Committee to review the Extra Curricular Salary Schedules; that Committee having met; completed its study; and made recommendations for adjustments to the existing Schedule B schedules; the parties agree to amend their 2000-2003 Agreement EXTRACURRICULAR SALARY SCHEDULE to read as follows:

All teachers working in a paid stipend position during the 2000-2001 school year, who remain in the same position thereafter, will continue being paid as per the pay formula used in 2000-2001 for the next 3 years, unless the new pay formula set forth in this amendment is higher.

Beginning in the 2001-2002 school year, in addition to the salary set forth in the preceding Salary schedule, a teacher assigned one of the following extracurricular

activities (Athletic/Subject-Matter Related Assignments), which are performed in addition to the regular teaching assignment, shall receive the additional sum of money computed by multiplying the percentage set opposite his/her respective assignment to that salary on the Step of Column I, II or IV of the Salary Schedule, as determined by the teacher's degree level/salary track, and years of actual District experience in the specific assigned sport or subject-matter activity.

Examples:

1. A teacher with a B. A. Degree on the B. A. salary track who coaches cross country the first year will be paid as follows:

B. A. Salary Step 0 x 7%

2. A teacher with an M. A. Degree on the M. A. salary track who coaches varsity volleyball for the fifth consecutive year will be paid as follows:

M. A. Salary Step 4 x 9%

3. A teacher with an M. A. Degree plus 30 or more hours on the M. A. +30 salary track who sponsored the High School National Honor Society for three years (1994-95 through 1997-98), and who will return to sponsor the high school National Honor Society for this coming year will be paid as follows:

M. A. +30 Salary Step 3 x 4%

4. A teacher with a B. A. Degree on the B. A. salary track who coached Freshman Boys Baseball for five years, and who will coach Ninth Grade Softball for the first time in the coming year will be paid as follows:

B. A. Salary Step 0 x 5%

5. A teacher with an M. A. Degree on the M. A. salary track who coached Seventh Grade Boys Basketball for four years, and in the coming year will coach Eighth Grade Girls Basketball for the first time will be paid as follows:

M. A. Salary Step 5 x 5%

6. A teacher with an M. A. Degree on the M. A. salary track who has sponsored High School Yearbook for twelve years will, for the coming year, be paid as follows:

M. A. Salary Step 10 x 5%

However, at such time that a teacher sponsors the same activity for fifteen years the teacher would be paid as if they were on the next higher degree lane, i.e. an M. A. member for fifteen years would be paid as follows: M. A. +30 Salary Step 10 x 5%. Likewise, a B. A. member who sponsors the same activity for fifteen years will be paid at the M. A. level.



## ATHLETIC ASSIGNMENTS

| <u>Fall</u>                                 | <u>Percentage</u> |
|---|-------------------|
| Cross Country                               | 7                 |
| Assistant Cross Country                     | 5                 |
| Football Varsity Head Coach                 | 10                |
| Assistant Varsity Football Coach            | 8                 |
| J.V. Football Coach                         | 8                 |
| Assistant J.V. Football Coach               | 7                 |
| Freshman Football Coach                     | 7                 |
| 8th Grade Football Coach                    | 5                 |
| 7th Grade Football Coach                    | 5                 |
| Assistant Freshman Football Coach           | 6                 |
| Golf - Varsity                              | 5                 |
| Soccer – Varsity – Boys/Girls               | 8                 |
| J.V. Boys' Soccer                           | 6                 |
| Varsity Coach – Girls' Basketball           | 10                |
| J.V. Girls' Basketball - High School        | 8                 |
| Freshman Girls' Basketball                  | 7                 |
| 8th Grade Girls' Basketball                 | 5                 |
| 7th Grade Girls' Basketball                 | 5                 |
| Girls' Tennis                               | 7                 |
| Girls' J.V. Tennis                          | 5                 |
| Girls' Varsity Swimming Coach               | 9                 |
| Girls' Assistant Varsity Swimming Coach     | 6.5               |
| Varsity Football Cheerleading               | 4.5               |
| J.V. Football Cheerleading                  | 3.5               |
| 9 <sup>th</sup> Grade Football Cheerleading | 3                 |

| <u>Winter</u>                          | <u>Percentage</u> |
|--|-------------------|
| Boys' Basketball Varsity Coach         | 10                |
| Varsity Wrestling Coach                | 9                 |
| Hockey Coach                           | 9                 |
| Boys' Varsity Swimming Coach           | 9                 |
| Boys' Assistant Varsity Swimming Coach | 6.5               |
| Varsity Volleyball                     | 9                 |
| Varsity Gymnastics                     | 7                 |
| J.V. Volleyball                        | 6.5               |
| J.V. Basketball Coach                  | 8                 |
| J.V. Wrestling Coach                   | 6.5               |
| Freshman Boys' Wrestling               | 5                 |
| Freshman Volleyball                    | 5                 |
| Freshman Basketball Coach              | 7                 |
| 9th Grade or J.V. Gymnastics           | 5                 |

|   |     |
|---|-----|
| 8th Grade Basketball Coach - Boys             | 5   |
| 7th Grade Basketball Coach - Boys             | 5   |
| 7th and 8th Grade Volleyball - Girls          | 5   |
| Varsity Basketball Cheerleading               | 4.5 |
| J.V. Basketball Cheerleading                  | 3.5 |
| 9 <sup>th</sup> Grade Basketball Cheerleading | 3   |

Spring

Percentage

|  |     |
|--|-----|
| Baseball Director and Varsity Coach                  | 9   |
| Track Director and Varsity Coach – Boys/Girls        | 9   |
| Assistant Varsity Track Coach – Boys/Girls           | 6.5 |
| Middle School Track Coach                            | 5   |
| Boys' Varsity Tennis Coach                           | 7   |
| Boys' J.V. Tennis Coach                              | 5   |
| Softball Director and Varsity Coach, Girls' Softball | 9   |
| J.V. Baseball Coach                                  | 6.5 |
| Freshman Track Coach                                 | 5   |
| Freshman Boys' Baseball                              | 5   |
| 9th Grade Softball                                   | 5   |
| J.V. Softball  | 6.5 |
| Girls' Soccer  | 7   |
| J.V. Girls' Soccer                                   | 6   |

Full Year

|                  |   |
|------------------|---|
| Drill Team Coach | 5 |
| Intramurals      | 4 |

SUBJECT-MATTER RELATED ASSIGNMENTS

The High School President's Club, the Elementary Library Department Head and Elementary Library AV stipends are eliminated.

|  | <u>Percentage</u> |
|--|-------------------|
| Instrumental Teacher High School<br>includes High School<br>Symphony/Concert Band<br>Programs - all activities | 5                 |
| High School Stage Band<br>including musicals<br>(vocal and instrumental)                                       | 2                 |
| High School Pep Band   | 2                 |
| High School Marching Band  | 2                 |
| High School National Honor Society   | 4                 |
| Instrumental Teacher, Middle School  | 5                 |
| Instrumental Teacher, Elementary   | 3                 |
| Vocal Music Teacher, High School   | 5                 |
| Vocal Music Teacher, Richards Middle School  | 4                 |
| Vocal Music Teacher, Elementary<br>(pro-rated by assignment)   | 6                 |
| Co-Op Training Program Coordinators  | 3                 |
| Play Director, Spring Play Musical   | 4                 |
| Play Director, Fall Play   | 3                 |
| Assistant Director, Spring and Fall Plays  | 2                 |
| Quiz Bowl  | 3.5               |
| Newspaper, High School   | 5                 |
| Yearbook, High School  | 5                 |
| Yearbook, 7th and 8th Grades   | 4                 |
| Department Head<br>3 to 5 Teachers per Department  | 3                 |
| Department Head<br>6 to 9 Teachers per Department  | 4                 |
| Department Head<br>10 to 12 Teachers per Department  | 5                 |
| Department Head<br>13 to 17 Teachers per Department  | 6                 |
| Department Head <sup>20</sup><br>18 or more Teachers per Department  | 6                 |

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<sup>20</sup> The Department Head of a department with 18 or more teachers shall be released one (1) teaching period per school day in addition to the above percentage.

|  |          |
|--|----------|
| High School (M.E.A.P. Coordinator)         | 3 (each) |
| Department Head, Instrumental, Grades 5-12 | 3        |
| Elementary Safety Patrol                   | 3        |
| Elementary Service Squad                   | 3        |
| Audio Visual, Grades 7 -12                 | 5        |
| Secondary Class Advisors                   |          |
| 9 <sup>th</sup> Grade                      | 2        |
| 10th Grade                                 | 2        |
| 11th Grade                                 | 3        |
| 12th Grade                                 | 4        |
| Senior High Student Council                | 7        |
| Middle School Student Council              |          |
| Howard C. Richards Middle School           | 4        |
| Elementary Student Council                 | 3        |
| Elementary Teacher in Charge <sup>21</sup> | 3        |
| Auditorium Director                        | 4        |
| Honors Advisor                             | 2        |
| Science Coordinator -- Elementary School   | 2        |
| S.T.A.N.D.                                 | 2        |
| Builder's Club                             | 2        |
| Young Knights                              | 3        |
| Forensics                                  | 3.5      |
| S.A.D.D.                                   | 2        |
| High School Fund-Raising Coordinator       | 3        |
| Mentors                                    | 1.5      |

Teachers performing any of the above Athletic Assignments or Subject Matter Related Assignments shall, except in emergencies, attend all events and functions associated directly with their assignments.

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<sup>21</sup> At the beginning of each school year, the Elementary Principal shall appoint a Teacher in Charge for each elementary school building.

UNDESIGNATED SUPPLEMENTAL PAY

This amendment includes money for undesignated supplemental pay for each building. The intention is to give each building the opportunity to offer student extracurricular activities which may change from year to year. Each building would have a committee made up of the Principal, the building Rep, and another teacher chosen by the staff. This committee would receive requests from the staff regarding extracurricular activities that might take place after school hours, led by a certified person. The committee would recommend the activities and the stipend to be paid. The superintendent, or designee, would give final approval.

The monies available to each building would be as follows:

|                     |                   |                |
|---------------------|-------------------|----------------|
| 2001 – 02:          | Elementary (each) | 2% of BA – 00  |
|                     | Richards          | 4% of BA – 00  |
|                     | Fraser High       | 8% of BA – 00  |
| 2002 – 03:          | Elementary (each) | 3% of BA – 00  |
|                     | Richards          | 6% of BA – 00  |
|                     | Fraser High       | 12% of BA – 00 |
| 2003-04 and beyond: | Elementary (each) | 4% of BA – 00  |
|                     | Richards          | 8% of BA – 00  |
|                     | Fraser High       | 16% of BA – 00 |

Summer School And Supplemental Services - All teachers who have obtained a Baccalaureate Degree and possess a Professional, Continuing, Provisional, Permanent or Life Certificate shall receive \$20.00 per class hour for teaching Summer School Classes or Supplemental Services for the 2006-2009 summer sessions respectively.

Teaching vacancies for Summer School shall be filled with qualified teachers from within the system, on a seniority basis. If no teacher is available, a qualified teacher may be hired from outside the system. Applicants should be notified, if at all possible, of their acceptance or rejection before the end of the school year. Applicants not accepted shall be furnished with written reasons upon request. Teachers who have successfully taught summer school in the District during or after 1985 shall be given first consideration for summer school positions.

ADULT EDUCATION PAY<sup>22</sup> - All teachers who have obtained a Baccalaureate Degree and possess a Professional, Continuing, Provisional, Permanent or Life Certificate shall receive \$20.00 per class hour per class hour for teaching Adult Education Classes for the 2006-2009 school years respectively.

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<sup>22</sup> These provisions shall be abated during the period the Adult and Continuing Education programs are administered by another school district. In the event Fraser Public Schools resumes administration of those programs, the contractual provisions for adult and continuing education pay shall be reinstated.

CONTINUING EDUCATION PAY<sup>23</sup> - All teachers who have obtained a Baccalaureate Degree and possess a Professional, Continuing Provisional, Permanent or Life Certificate shall receive \$20.00 per class hour for teaching Continuing Education Classes for the 2006-2009 school years respectively.

OPTIONAL PAY PRIVILEGE - All teachers have the option of receiving their pay on a twenty-one (21) or twenty-six (26) installment basis. The Board will indicate paydays on the official School Calendar prior to the commencement of the school year.

Paydays shall be the last day of school in any pay period.

SPECIAL EDUCATION - Any teacher possessing a Baccalaureate Degree and a Provisional, Permanent or Life Certificate, who is certified by the Michigan Department of Education to teach Special Education, who is assigned by the Board to teach Special Education and who has taught Special Education for the Fraser Public Schools District prior to or during the 1971-1972 school year, shall receive, in addition to the amount of salary as determined on the preceding Salary Schedule, the sum of Four Hundred (\$400.00) Dollars.

ADDITIONAL CLASS ASSIGNMENTS - Any secondary teacher who is assigned to teach an additional class on a regular basis shall be paid an additional one-seventh (1/7) of his regular salary, as determined from Exhibit A, pro rata during the period of such assignment.

DRIVER EDUCATION - Except as otherwise provided in this provision, summer driver education positions shall be filled in the same manner as other summer

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<sup>23</sup>

Same as Footnote 24.

school teaching positions. The rate of pay for summer driver education positions shall be \$20.00 per class hour for the 2006-2009 school years respectively.

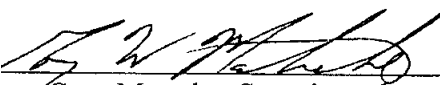
Teachers who have successfully taught Driver Education in the District before September of 1970 will be given first consideration for Driver Education positions.



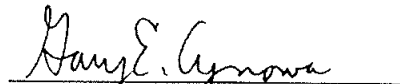
**EXHIBIT B**  
**SHARED-TIME MEMORANDUM**  
**OF**  
**UNDERSTANDING**

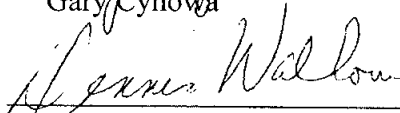
It is understood and agreed by the Board of Education of the Fraser Public Schools District and MEA-NEA, Local 1, that in the event two (2) full-time teachers submit a written request for a shared-time position to the Director of Personnel, representatives of the Board and Local 1 shall meet to discuss and consider the implementation of a shared-time position and, if agreed upon, the terms and conditions of such position. This Memorandum of Understanding shall not obligate the Board or the School District to establish shared-time positions. If the Board and Local 1 agree to establish a shared-time position, such agreement shall not be precedent for the establishment of additional shared-time positions. Each request for a shared-time position shall be considered on an individual basis.

**BOARD OF EDUCATION OF THE**  
**FRASER PUBLIC SCHOOL DISTRICT**

By:   
Gary Matsche, Superintendent

**MEA-NEA , Local 1**

By:   
Gary Cynowa

By:   
Dennis Walkowicz

Ratification Date: September 3, 1987

LETTER OF INTENT

In-House Suspension Program

Local 1 and the Fraser Public Schools District (hereinafter the "District") hereby agree to the following provisions concerning a pilot secondary in-house suspension program during the term of the 2000-2003 Collective Bargaining Agreement:

1. Suspension - Secondary in-house suspension rooms shall be supervised by non-teaching and non-bargaining unit personnel as determined by the District. It is understood that the in-house suspension supervisors are not members of the teachers' bargaining unit.

2. Teaching Prohibition - In-house suspension supervisors shall not engage in teaching activities.

3. Annual Review - Local 1 representatives and the Superintendent or his/her designee shall meet annually (between May 1 and June 30 of each year) to review the pilot secondary in-house suspension program.

MEA-NEA, LOCAL 1

FRASER PUBLIC SCHOOLS DISTRICT

By Gary S. Cynowa  
Gary Cynowa  
President, Local 1

By: Dr. Gary W. Matsche  
Dr. Gary W. Matsche  
Superintendent

Ratification date: November 22, 2000

LETTER OF INTENT

Jury Duty

Local 1 and the Fraser Public Schools District hereby agree that in the event a teacher receives jury duty pay in any one calendar year in excess of \$600, Local 1 representatives, School District representatives, and the teacher shall meet to discuss and review the manner of administering jury duty pay, pursuant to Article IV, Section H, of the Collective Bargaining Agreement. By mutual agreement, the parties may implement any appropriate adjustments.

MEA-NEA, LOCAL 1

FRASER PUBLIC SCHOOLS DISTRICT

By: Gary S. Gynowa  
Gary Gynowa  
President, Local 1

By: Dr. Gary W. Matsche  
Dr. Gary W. Matsche  
Superintendent

By: Dennis Walkowicz  
Dennis Walkowicz  
President, FEA

Ratification Date: 11-22-00

LETTER OF INTENT

Re: Article III, Hospital, Life, Income Protection,  
Dental and Vision Insurance

It is the intent of the Fraser Board of Education to provide effective September 1, 2000, unless otherwise noted, the following benefits as a result of the Collective Bargaining Agreement.

Section A - Hospital and Surgical Insurance

See Cafeteria Plan. Said Cafeteria Plan shall provide as one of the options available the Blue Cross/Blue Shield MVF-II health insurance plan which includes DC, SD, COMP, D45NM, BMT, CC, MVF2, VST, FAERC, ML, CNM, SAT2, OPPCZ, SOT, PD500, PDMAC, MMC2, MMCPD, COB3, XF, EF, HMN, RAPS, GLE-1, RAPS2, RM, RPS, PSA, \$5.00 PREF RX, MOPD, PD-BC \$5.00, plus Hospice on an ad hoc basis as provided by Blue Cross/Blue Shield.

Section B - Life Insurance

Currently carried by Washington National Insurance Company, \$50,000 life with AD & D.

Section C - Income Protection

Currently carried by Washington National Insurance Company, 66 2/3% of current salary.

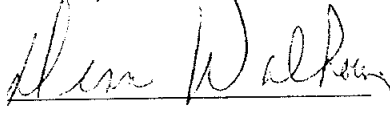
Section D - Dental Insurance

Currently carried by Delta Dental of Michigan, Class I 75%, Class II 50%, and Class III 75%.

Section E - Vision Insurance

Currently carried by MESSA, VSP-I.

MEA-NEA, LOCAL 1

By 

Dennis Walkowicz  
President, FEA

FRASER PUBLIC SCHOOLS

By 

Richard Repicky  
Superintendent

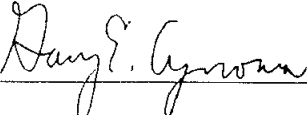
Ratification Date: April 6, 2004

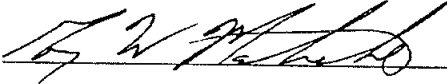
LETTER OF UNDERSTANDING

Local 1 and the Fraser Public Schools District hereby agree that Local 1 shall no longer reimburse the District for two (2) hours per day of local union president release time.

MEA-NEA, LOCAL 1  
DISTRICT

FRASER PUBLIC SCHOOLS

By   
Gary Cynowa  
President, Local 1

By   
Dr. Gary W. Matsche  
Superintendent

Ratification Date: September 1, 1997

FRASER PUBLIC SCHOOLS

LETTER OF INTENT

Local 1 and the Fraser Public Schools District hereby agree to the following provisions concerning the Return Option, ARTICLE VI, C. 3:

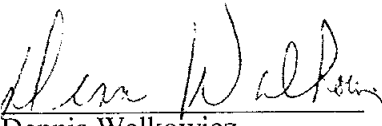
1. A teacher who voluntarily transfers from one building to another, or from one full department to another full department, shall not be entitled to the Return Option as described in ARTICLE VI, C. 3.

Acceptance of the Return Option shall be considered a voluntary transfer, and once the Return Option is exercised, the teacher shall not be entitled to return to any previous position covered under ARTICLE VI, C. 3.

2. If more than one (1) teacher is entitled to return to a position, as per ARTICLE VI, C. 3, the most senior teacher shall be offered the position.
3. If a teacher has been involuntarily reassigned from more than one (1) position, the teacher is entitled to return to any position held in the three (3) year period as per ARTICLE VI, C. 3.

MEA-NEA, LOCAL 1

FRASER PUBLIC SCHOOLS

By   
Dennis Walkowicz  
President, FEA

By   
Superintendent

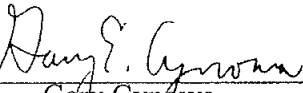
Ratification Date: April 6, 2004


LETTER OF UNDERSTANDING


It is understood and agreed by the Board of Education of the Fraser Public Schools District and MEA-NEA Local 1, that in the 1999-2000 school year students and teachers will end the school year on the same day. The students will have one-half (1/2) day of instruction in the morning. It is understood and agreed that any and all activities required to be completed by teachers in years past, i.e., verification of report cards, room and equipment inspection, key drop off, etc., will continue to be required to be completed. If a teacher is unable to complete any and all activities by 4:00 p.m. on the last day of school, it is understood and agreed that he/she will return to school the next day at the regular starting time and stay as long as necessary to complete those things that were left undone. The teacher will not be required to stay beyond their normal workday and will be allowed to leave upon approval of an administrator when the necessary tasks are completed.

MEA-NEA, LOCAL 1

FRASER PUBLIC SCHOOLS DISTRICT

By   
Gary Cynowa  
President, Local 1

By   
Dr. Gary W. Matsche  
Superintendent

By   
Dennis Walkowicz  
President, FEA

Ratification Date: September 1, 1997

LETTER OF AGREEMENT  
BETWEEN  
MEA-NEA LOCAL 1, FRASER  
AND  
FRASER BOARD OF EDUCATION  
TEACHING ASSIGNMENTS

The following procedure will be used when making teaching assignments at the secondary level beginning in the spring of 1996 for the 1996-97 school year and thereafter.

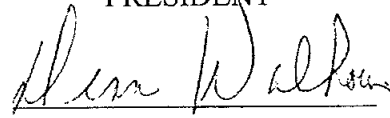
1. Department Heads will hold a meeting of all members of their department for the purpose of reviewing course information after students have been scheduled for classes.
2. Following this meeting all department members will be surveyed regarding the course(s) they prefer to teach and the course(s) they would prefer not to teach.
3. Once the Department Head has reviewed all of the surveys, a tentative schedule will be established. The Department Head will meet with the members of the department for the purpose of discussing the tentative schedule. If a consensus is reached, the Department Head will forward this recommendation to the Building Principal. If a consensus is not reached, the Department Head will forward his/her recommendation to the Building Principal.
4. It is understood that the Building Principal will make the final decision on class assignments and will notify each bargaining unit member of their assignment. If the assignment is different than what was recommended, the Principal will discuss the reasons for changes with the affected bargaining unit member.

BOARD OF EDUCATION

  
SUPERINTENDENT

MEA-NEA LOCAL 1

  
PRESIDENT

  
UNIT PRESIDENT

Ratification Date: September 1, 1997



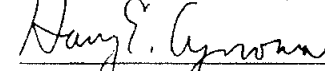
LETTER OF UNDERSTANDING

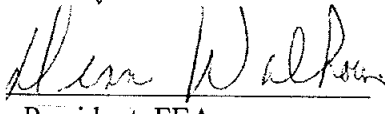
It is understood and agreed by the Board of Education of the Fraser Public Schools District and MEA-NEA, Local 1, that any bargaining unit teacher who assumes administrative duties while still a member of the bargaining unit shall not be assigned administrative duties that include evaluation, discipline, or termination of teachers in the FEA.

BOARD OF EDUCATION OF THE  
FRASER PUBLIC SCHOOL DISTRICT

BY   
Dr. Gary W. Matsche, Superintendent

MEA-NEA, LOCAL 1

BY   
President, Local 1

BY   
President, FEA

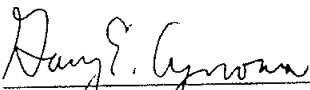
Ratification Date: September 1, 1997

LETTER OF INTENT

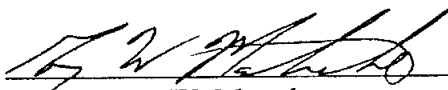
Local 1 and Fraser Public Schools District (hereinafter the "District") hereby agree to the following concerning days and hours of pupil instruction during the 2000-2003 Collective Bargaining Agreement:

If the state requirements for minimum days and hours of pupil instruction change during the life of this Agreement, representatives of the Association and the Board shall meet for the purpose of bargaining the school calendar and hours of instruction. It is the intent of the parties that no additional days or hours of instruction beyond what is currently provided in the contract (1996-1997) will be scheduled unless required by state law.

MEA-NEA LOCAL 1

By   
Gary Cynowa  
President, Local 1

FRASER PUBLIC SCHOOL DISTRICT

By   
Dr. Gary W. Matsche  
Superintendent

Ratification Date: September 1, 1997

LETTER OF UNDERSTANDING  
between  
THE BOARD OF EDUCATION OF THE  
FRASER PUBLIC SCHOOLS DISTRICT  
and  
MEA-NEA LOCAL 1

The Board of Education of the Fraser Public School District and Fraser Education Association, MEA/NEA Local 1, recognizing that with the re-enactment of the Elementary and Secondary Education Act (ESEA)/No Child Left Behind (NCLB) Act, effective January 8, 2002, that persons hired on or after that date for a position that is required by NCLB to meet the "highly qualified" standard set forth therein and as implemented by the State of Michigan should meet all State and Federal standards to be so employed; and that all those employed previous to January 8, 2002 that are assigned to positions covered the NCLB standard for "highly qualified" must do so by the end of the 2005-2006 school year (i. e. prior to the commencement of the 2006-2007 school year to be assigned to a position covered by now existing State and/or Federal laws/requirements relating to "highly qualified" teachers); and having agreed to the establishment of PLC and/or steering committees to act as school improvement committees within the meaning of NCLB and state implementing policies/regulations; now therefore the parties agree to the following letter of understanding regarding implementation of the State and/or Federal requirements related to bargaining unit members being or becoming "highly qualified" :

1. No teacher who was "highly qualified" under NCLB for the position that they occupied on January 8, 2002 can be involuntarily reassigned to any position for which they do not meet such requirements.
2. Committees composed of the FEA President and two bargaining unit members appointed by the president as well as the Director of Personnel and two Building Administrators will be formed for the high school, middle school and at the elementary level to review the current placement and thus the "core" subject areas that each present bargaining unit member teaching "core" subjects shall be expected to become "highly qualified" by the presently mandated June 30, 2006 effective date under NCLB by April 15, 2004.
3. In the event the committee cannot agree with respect to a particular teacher within 30 days of reviewing the question, either party may seek resolution of the question as what core subject areas if any/all such teacher(s) will be expected to pursue becoming "highly qualified" in by June 30, 2006 through binding arbitration; the arbitrator shall be selected in accordance with the grievance procedure in the contract.
4. Each teacher that is not already "highly qualified" for the "core" subject areas that they teach as listed by the above referenced committee is expected to commit to a plan to become "highly qualified" in the "core" subject areas that they teacher as part of their current employment with the District by May 15, 2004 under one of the currently available options as approved by the State Board of Education on April 24, 2003.

5. No teacher who is fully certified/endorsed for the position that they currently occupy and who submits or agrees to a plan to become "highly qualified" in the "core" subject areas listed by the committee shall suffer any adverse employment consequence as a result of NCLB so long as they in good faith pursue the plan and commitments made regarding such plan and report their progress in becoming "highly qualified" to the appropriate PLC/ Steering Committee on an annual basis beginning with June 30, 2004.
6. Such committees will advise the Director of Personnel and the FEA President by August 31 of each year beginning with 2004 of the progress made by each teacher in fulfilling their plan to become "highly qualified" by June 30, 2006.
7. The approval of individual professional development plans for purposes of compliance with NCLB shall include the commitment to provide at least 30 hours of professional development consistent with such approval under such plan each year for 2003-2004, 2004-2005, and 2005-2006.
8. The parties agree to review all then existing approved individual plans to become "highly qualified" if the State Department approves of local performance assessment as a component of the high objective uniform state-standard of evaluation (HOUSE) NCLB and thereby reduces the contact hours of professional development required to be "highly qualified" under NCLB. It being the intention of the parties to make any required compliance with the NCLB as to "highly qualified" for teachers employed on January 8, 2002 to be as simple and as easy as possible.

**Agreed to this date:**

**FOR THE BOARD OF EDUCATION OF THE  
FRASER PUBLIC SCHOOLS DISTRICT**

BY Richard Repicky  
Richard Repicky, Superintendent

**FOR MEA-NEA, LOCAL 1**

BY Richard Deneweth  
Richard Deneweth, President, Local 1

**FOR FRASER EDUCATION ASSOCIATION**

BY Dennis Walkowicz  
Dennis Walkowicz, President, FEA

Ratification Date: April 6, 2004

LETTER OF INTENT  
TEACHER EVALUATION

A joint committee made up of representatives of the Board of Education and NEA/MEA Local 1 shall review current evaluation procedures. Both parties shall agree upon the tool used for evaluation. Tenured teachers may choose to participate in the voluntary implementation of the agreed upon evaluation method and procedures during the 2006-2007 and 2007-2008 school years. At the end of the 2007-08 school year, the joint committee will make final recommendations. It will not continue past June 30, 2008 unless recommended by the joint committee and approved by the parties.

**Agreed to this date:**

**FOR THE BOARD OF EDUCATION OF THE  
FRASER PUBLIC SCHOOLS DISTRICT**

BY Richard Repicky  
Richard Repicky, Superintendent

DATE: 3-27-07

**FOR MEA-NEA, LOCAL 1**

BY Michael E. LaBuhn  
Michael LaBuhn, President, Local 1

DATE: 3/27/07

**FOR FRASER EDUCATION ASSOCIATION**

BY Martha Pichla  
Martha Pichla, President, FEA

DATE: 3-27-07

## FRASER PUBLIC SCHOOLS

### JOB SHARING GUIDELINES

The purpose of this program is to allow two (2) teachers to share a single full-time assignment. The final determination for job sharing shall be made by the Superintendent or his designee.

1. The two (2) teachers wishing to participate in the pairing program shall notify the Personnel Office by April 1 of the preceding school year. Job sharing assignments will be finalized by June 1 except in extenuating circumstances.
2. Only tenured teachers and other professionals not eligible for tenure under the Michigan Teacher's Tenure Act, such as school social workers with one (1) or more years of service with Fraser Public Schools, shall be eligible for job sharing.
3. It is expressly understood that this voluntary job sharing shall not occur if the pairing results in the layoff or involuntary transfer of a full time teacher.
4. The positions made available for job sharing shall be reviewed by Central Administration and the building principal in whose building the position will be located.
5. A meeting will be held between the affected building principal and teachers prior to the start of the assignment.
6. For elementary teachers, job sharing assignments will be developed and agreed upon by the job sharers, and administration, subject to the following possible schedules:

- A. Half-days. Morning or afternoon with a half-hour preparation. Specific times may be adjusted to correspond to changes in the students' school day in accordance with Article V of the MEA-NEA, Local 1 Master Agreement.

The A.M. teacher will report to work at 8:30 A.M. and leave at 12 Noon.

The P.M. teacher will report to work at 11:45 A.M. and leave at 3:15 P.M.

- B. Sixty/forty (60%/40%) percent of the assignment. One (1) teacher teaches three (3) full days and the other teaches two (2) full days per week.
- C. Fifty-fifty (50%/50%) percent of the assignment. Each teacher teaches two and one-half (2 ½) days per week.

7. For secondary teachers, job sharing assignments will be developed and agreed upon by the job sharers, and administration, subject to the following possible schedules:
  - A. Sixty/forty (60%/40%) percent of the assignment. One (1) teacher teaches three (3) classes and the other teaches two (2) classes, each with preparation time prorated to their teaching schedule. The job sharing teacher shall be in the building for their preparation time.

The job sharing teacher shall arrive before their first class and remain in the building after their last class as long as is required of full-time teachers.

- B. Fifty/fifty (50%/50%) percent of the assignment. If the above-mentioned 60/40 arrangement is reversed second semester, a fifty/fifty (50%/50%) percent schedule is achieved.
8. The job sharing position shall be effective for one (1) school year. To continue their pairing for the next year, the teachers must submit a written request to the Personnel Office by April 1. The status of this position will be reviewed annually and is contingent on district approval.
9. At the conclusion of the job sharing arrangement, the more senior teacher will remain in that position subject to the assignment/layoff procedures of the Master Agreement. The partner teacher shall be reassigned according to Article BI, Section C of the Master Agreement.
10. During the school year, when a job sharing position is vacant as a result of a leave of absence, retirement, resignation or death, the remaining partner will assume the full-time position unless a mutually agreed upon recalled teacher from the layoff list is available.
11. After the two (2) teachers have agreed and been approved to job share for a school year, they will not be offered a full-time position if one opens for that school year.
12. The premiums on full fringe benefits will be prorated and subject to co-pay based on the job sharing teacher's class schedule.
13. Each individual's salary will be prorated according to their schedule. Salary increments will be adjusted the same as if the teacher were employed full time.
14. Each job sharing teacher shall receive a full year's seniority.
15. Each job sharing teacher shall be held responsible for obtaining information disseminated at any staff meeting which he/she is unable to attend due to their schedule.

16. Share time teachers will attend all parent teacher conferences, and PLC building, grade level and subject matter meetings on unscheduled work days. In addition, they will attend all full day professional development meetings held on unscheduled work days including days scheduled prior to the first day of student attendance in the fall. Share time teachers may request from their principal to be excused from subject area PLC meetings when they don't apply to their current teaching position. Compensation will be made for this additional time at the rate of \$25.00/hour.

17. Job sharing partners shall assume all duties and responsibilities expected of full-time teachers during the normal school day.

MEA-NEA, LOCAL 1

FRASER PUBLIC SCHOOLS  
DISTRICT

By: Martha Pichla  
Martha Pichla  
President, FEA

By: Richard Repicky  
Richard Repicky  
Superintendent

Date: 3-27-07

Date: 3-27-07

-----

I, \_\_\_\_\_, officially request consideration for a job sharing assignment for the \_\_\_\_\_ school year, according to the aforementioned guidelines.

My partner in the position will be \_\_\_\_\_. I understand this assignment is for one (1) year and must be approved each year.

\_\_\_\_\_  
Signature

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



## FRASER PUBLIC SCHOOLS

### PART-TIME GUIDELINES

1. Only tenured teachers and other professionals not eligible for tenure under the Michigan Teacher's Tenure Act, such as school social workers with one (1) or more years of service with Fraser Public Schools, shall be eligible for part time positions.
2. It is expressly understood that this voluntary part time shall not occur if the assignment results in the layoff or involuntary transfer of a full time teacher.
3. The positions made available for part time shall be reviewed by Central Administration and the building principal in whose building the position will be located.
4. A meeting will be held between the affected building principal and teachers prior to the start of the assignment.
5. Part time positions will only be available if deemed necessary by the district. Part time assignments will be reviewed annually by the Personnel Office.
6. Letters of interest in part time positions must be filed with the Personnel Office by April 1.
7. The premiums on full fringe benefits will be prorated and subject to co-pay based on the part time teacher's class schedule.
8. Each individual's salary will be prorated according to their schedule. Salary increments will be adjusted the same as if the teacher were employed full time.
9. Each part time teacher shall receive a full year's seniority.
10. Each part time teacher shall be held responsible for obtaining information disseminated at any staff meeting which he/she is unable to attend due to their schedule.
11. Part time teachers will attend all parent teacher conferences, and PLC meetings: building, grade level, subject matter meetings held on unscheduled work days. Part time teachers may request from their principal to be excused from subject area PLC meetings when they don't apply to their current teaching position. In addition, part time teachers will attend all full day professional development meetings held on unscheduled work days including days scheduled prior to the

first day of student attendance in the fall. Compensation will be made for this additional time at the rate of \$25.00/hour.

12. Part time teachers shall assume all duties and responsibilities expected of full-time teachers during the normal school day.

MEA-NEA, LOCAL 1

FRASER PUBLIC SCHOOLS  
DISTRICT

By Martha Pichla  
Martha Pichla  
President, FEA

By Richard Repicky  
Richard Repicky  
Superintendent

Date: 3-27-07

Date: 3-27-07

---

I, \_\_\_\_\_, officially request consideration for a job sharing assignment for the \_\_\_\_\_ school year, according to the aforementioned guidelines.

My partner in the position will be \_\_\_\_\_. I understand this assignment is for one (1) year and must be approved each year.

\_\_\_\_\_  
Signature

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

LETTER OF INTENT  
RECORDS / PLC COMMON ASSESSMENT

The intent of Records/PLC Common Assessment time is to provide teachers time to gather and record data from Common Assessments and to mark report cards. Every effort will be made by the building administrators to honor the intent of the staff-driven PLC and not schedule staff meetings during this time.

**Agreed to this date:**

**FOR THE BOARD OF EDUCATION OF THE  
FRASER PUBLIC SCHOOLS DISTRICT**

BY Richard Repicky  
Richard Repicky, Superintendent

DATE: 3-27-07

**FOR THE MEA-NEA, LOCAL 1**

BY Michael E. LaBuhn  
Michael LaBuhn, President, Local 1

DATE: 3/27/07

**FOR THE FRASER EDUCATION ASSOCIATION**

BY Martha Pichla  
Martha Pichla, President, FEA

DATE: 3-27-07

## LETTER OF INTENT

Re: Article III, Hospital, Life, Income Protection,  
Dental and Vision Insurance

It is the intent of the Fraser Board of Education for the life of the 2006-2009 agreement to provide to all members who wish to have health insurance coverage through their employment, unless otherwise noted, the following benefits as a result of the Collective Bargaining Agreement.

### Section A - Hospital and Surgical Insurance

Substitution of the MVF-II program described therein BCBS Community Blue PPO Plan I with CB-MH20% rider as described in information provided to Local 1 on August 14, 2006 with the 10/20 drug card presented on that same date and \$750 per member preventive care annual maximum. However, to ameliorate the effect of this change in prescription benefits, the parties agree that for the 2006-2007 school/fiscal year a supplemental fund of \$30,000 will be established by the Board to reimburse members who or whose family members are prescribed brand name drugs for which there is no generic equivalent to the \$10 level. Such reimbursement would not occur until the member/family had accumulated \$300 in extra costs above \$10 per prescription and will insure confidentiality as to the name and nature of the drugs prescribed. Reimbursement will not be made for added costs that could have been avoided by using the prescription mail in process established by BCBS. The fund will be reviewed, at least annually, to determine the adequacy of the amount of the fund.

The District agrees to continue the current HMO option rather than the PPO plan agreed to be in place rather than the MVF-II plan. While the District would prefer to have all members that wished to be provided with health insurance be enrolled in the agreed upon Plan I PPO, the District would allow those that wished to have the current HMO to do so. The District will not continue its prior practice of paying those who select the HMO money for not taking MVF-II because MVF-II would no longer be an option.

The remaining aspects of the fringe benefits provided under Article III and the Letter of Intent in the 2003-2006 contracts will remain unchanged subject to modification as to the income protection benefit set forth in Article III C based upon the recommendations of the joint committee agreed to herein which shall be made to the parties no later than November 1, 2006, unless a longer period is mutually agreed upon.

Section B - Life Insurance

Currently carried by Washington National Insurance Company, \$50,000 life with AD & D.

Section C - Income Protection

Currently carried by Washington National Insurance Company, 66 2/3% of current salary.

Section D - Dental Insurance

Currently carried by Delta Dental of Michigan, Class I 75%, Class II 50%, and Class III 75%.

Section E - Vision Insurance

Currently carried by MESSA, VSP-I.

Agreed to this date:

**FOR THE BOARD OF EDUCATION OF THE  
FRASER PUBLIC SCHOOLS DISTRICT**

BY Richard Repicky  
Richard Repicky, Superintendent

DATE: 3-27-07

**FOR THE MEA-NEA, LOCAL 1**

BY Michael E. LaBuhn  
Michael LaBuhn, President, Local 1

DATE: 3/27/07

**FOR THE FRASER EDUCATION ASSOCIATION**

BY Martha Pichla  
Martha Pichla, President, FEA

DATE: 3-27-07

LETTER OF INTENT  
FILLING OF VANCANCIES

While preserving the parties' respective positions regarding the appropriate application of Article VI.A.3 in the filling of a teaching vacancy, with respect to filling a non-teaching vacancy, such as a counselor position, the parties agree that there may be objective criteria and qualifications (such as experience, interview information and performance, etc.) beyond those required by state law and/or regulations, that would warrant the District awarding such position to a non-bargaining unit applicant instead of a minimally qualified bargaining unit member.

**Agreed to this date:**

**FOR THE BOARD OF EDUCATION OF THE  
FRASER PUBLIC SCHOOLS DISTRICT**

BY Richard Repicky  
Richard Repicky, Superintendent

DATE: 3-27-07

**FOR THE MEA-NEA, LOCAL 1**

BY Michael E. LaBuhn  
Michael LaBuhn, President, Local 1

DATE: 3/27/07

**FOR THE FRASER EDUCATION ASSOCIATION**

BY Martha Pichla  
Martha Pichla, President, FEA

DATE: 3-27-07

LETTER OF INTENT  
FUTURE ANNEXATION/CONSOLIDATION

Annexation, Consolidation, or Other Reorganization/Transfer of Function

In the event of any reorganization, annexation to/by the district, or consolidation of the district/transfer of function by/to any school district/entity that is party to this agreement with any other district/entity, it is agreed that members of this bargaining unit and those of any other similar unit affected by such reorganization, consolidation, annexation, transfer of function, will all be treated as if they were at all times previous to such reorganization/transfer of function, employed by the school district or other entity that results from such reorganization, annexation, consolidation or transfer of function. Thus, at a minimum all such members will have seniority and tenure (if applicable) as if employed by the school district/entity that results from the reorganization, annexation, consolidation, transfer of function, as well as salary, fringes, transfer rights, layoff and recall and assignment rights, as if they were at all times employed by what became the new/surviving school district/entity. It is understood that this provision shall be applied in so far as it is consistent with the law. It is further understood that these rights shall be in addition to any other rights provided by law.

**Agreed to this date:**

**FOR THE BOARD OF EDUCATION OF THE  
FRASER PUBLIC SCHOOLS DISTRICT**

BY Richard Repicky  
Richard Repicky, Superintendent

DATE: 3-27-07

**FOR THE MEA-NEA, LOCAL 1**

BY Michael E. LaBuhn  
Michael LaBuhn, President, Local 1

DATE: 3/27/07

**FOR THE FRASER EDUCATION ASSOCIATION**

BY Martha Pichla  
Martha Pichla, President, FEA

DATE: 3-27-07

LETTER OF INTENT  
EMPLOYEE FINGERPRINTING

Employee Fingerprinting by July 1, 2008

The District shall provide to current teachers hired before December 31, 2006, a limited opportunity to obtain digital fingerprinting for the criminal records check required by law at District expense. This opportunity shall be provided at the Macomb Intermediate School District or such other location in the county designated by the District. The District shall notify the union and teachers when such fingerprinting may be scheduled before and after school. Teachers who do not elect to take advantage of this opportunity must obtain the digital fingerprint/criminal records check required by law at their own expense.

If a teacher elects to have his/her digital fingerprinting and criminal records check conducted outside the arrangements provided by the District, he/she must furnish evidence that said criminal records check has been completed by furnishing receipt for same to the District's Human Resource Department no later than April 30, 2008

**Agreed to this date:**

**FOR THE BOARD OF EDUCATION OF THE  
FRASER PUBLIC SCHOOLS DISTRICT**

BY Richard Repicky  
Richard Repicky, Superintendent

DATE: 3-27-07

**FOR MEA-NEA, LOCAL 1**

BY Michael E. LaBuhn  
Michael LaBuhn, President, Local 1

DATE: 3/27/07

**FOR FRASER EDUCATION ASSOCIATION**

BY Martha Pichla  
Martha Pichla, President, FEA

DATE: 3-27-07



**EXHIBIT C**  
**2006 - 2007 CALENDAR**

|           |                |  |
|-----------|----------------|--|
| AUGUST    | 29             | ½ Day Records, ½ PD – All Levels   |
|           | 30             | Full Day PD – All Levels   |
|           | 31             | Full Day PD – All Levels   |
| SEPTEMBER | 1-4            | Labor Day Recess   |
|           | 5              | ½ Day Elementary Students  |
| NOVEMBER  | 7              | No Students-Elementary and Middle School<br>½ Day PD, ½ PLC Common Assessments |
|           | 9              | 1/2 Day Conferences – FHS  |
|           | 10             | No School FHS  |
|           | 15             | ½ Day Elementary Conferences   |
|           | 16             | ½ Day Elementary, Middle School Conferences                                    |
|           | 17             | No School Elementary, Middle School  |
|           | 23-26          | Thanksgiving Day Recess  |
| DECEMBER  | 22 – January 2 | Christmas Vacation   |
| JANUARY   | 3              | Schools Reopen   |
|           | 15             | No School- Martin Luther King Day  |
|           | 22             | No Students – ½ Day Records/1/2 Pd All Levels                                  |
|           | 23             | New Semester Begins  |
| FEBRUARY  | 19,20          | Mid-Winter Break   |
| MARCH     | 9              | FHS ½ Day Conferences  |
|           | 13,14          | MME Testing @FHS – Juniors Only  |
|           | 29             | No Students Elementary ½ Day PD/PLC Assessment                                 |
| APRIL     | 4              | ½ Conferences RMS and Elementary   |
|           | 5-15           | Spring Break   |
|           | 16             | Schools Reopen   |
| MAY       | 4              | No School – PD All Levels  |
|           | 28             | Memorial Day   |
| JUNE      | 12             | ½ Day Elementary, RMS  |
|           | 13             | No Students Elementary, ½ Day RMS, FHS   |

**PAY DATES**  
**2006 – 2007**

|           |               |   |
|-----------|---------------|---|
| AUGUST    | 31            |   |
| SEPTEMBER | 15<br>29      |   |
| OCTOBER   | 13<br>27      |   |
| NOVEMBER  | 10<br>22      | Supplemental / Longevity  |
| DECEMBER  | 8<br>21       |   |
| JANUARY   | 5<br>19       |   |
| FEBRUARY  | 2<br>16       |   |
| MARCH     | 2<br>17<br>30 | Supplemental / Longevity  |
| APRIL     | 13<br>27      | To Be Mailed  |
| MAY       | 11<br>25      |   |
| JUNE      | 8<br>22       | Supplemental / Longevity<br>Contract Balance For Lump Sum – 26 Pay Teachers |
| JULY      | 6<br>20       | For 26 Pay Teachers<br>For 26 Pay Teachers                                  |
| AUGUST    | 3<br>17       | For 26 Pay Teachers<br>For 26 Pay Teachers                                  |

## 2007 - 2008 CALENDAR

|           |                |   |
|-----------|----------------|---|
| AUGUST    | 28             | ½ Day Records, ½ PD – All Levels                              |
|           | 29             | Full Day PD – All Levels                                      |
|           | 30             | Full Day PD – All Levels                                      |
|           | 31             | – September 3 Labor Day Recess                                |
| SEPTEMBER | 4              | ½ Day Elementary Students                                     |
| NOVEMBER  | 1              | No Students- Elementary<br>½ Day PD, ½ PLC Common Assessments |
|           | 5              | No Students RMS<br>½ Day PD, ½ Day PLC Common Assessments     |
|           | TBA            | 1/2 Day Conferences – All Levels                              |
|           | 22-25          | Thanksgiving Recess   |
| DECEMBER  | 22 – January 2 | Christmas Vacation  |
| JANUARY   | 3              | Schools Reopen  |
|           | 14             | No School- Martin Luther King Day                             |
|           | 21             | No Students – ½ Day Records/1/2 PD All Levels                 |
|           | 22             | New Semester Begins   |
| FEBRUARY  | 18,19          | Mid-Winter Break  |
| MARCH     | 11,12          | MME Testing @FHS – Juniors Only                               |
|           | TBA            | ½ Day Conferences FHS   |
|           | 21             | Spring Break  |
|           | 31             | Schools Reopen  |
| APRIL     | 4              | No Students Elementary ½ Day PD/PLC Assessment                |
|           | TBA            | ½ Conferences Elementary                                      |
|           | TBA            | No School RMS<br>½ Day PLC/PM Conferences                     |
| MAY       | 26             | Memorial Day  |
| JUNE      | 10             | ½ Day Elementary, RMS   |
|           | 11             | No Students Elementary, ½ Day RMS, FHS                        |

**PAY DATES  
2007 – 2008**

|           |               |   |
|-----------|---------------|---|
| August    | 30            |   |
| September | 14<br>28      |   |
| October   | 12<br>26      |   |
| November  | 9<br>21       | Supplemental / Longevity  |
| December  | 7<br>21       |   |
| January   | 4<br>18       | Supplemental / Longevity  |
| February  | 1<br>15<br>29 |   |
| March     | 14<br>28      | Supplemental / Longevity  |
| April     | 11<br>25      |   |
| May       | 9<br>23       |   |
| June      | 6<br>20       | Supplemental / Longevity<br>Contract Balance For Lump Sum – 26 Pay Teachers |
| July      | 4<br>18       | For 26 Pay Teachers<br>For 26 Pay Teachers                                  |
| August    | 1<br>15       | For 26 Pay Teachers<br>For 26 Pay Teachers                                  |

## 2008-09 CALENDAR

|           |       |  |
|-----------|-------|--|
| AUGUST    | 26    | ½ Day Records, ½ PD – All Levels                                       |
|           | 27    | Full Day PD – All Levels   |
|           | 28    | Full Day PD – All Levels   |
|           | 31-   | September 1 Labor Day Recess   |
| SEPTEMBER | 2     | ½ Day Elementary   |
| NOVEMBER  | 4     | No Students Elementary, RMS<br>½ Day Records, ½ PLC Common Assessments |
|           | TBA   | 1/2 Day Conferences – RMS, FHS   |
|           | TBA   | PM/Evening Conferences - Elementary                                    |
|           | 27-30 | Thanksgiving Recess  |
| DECEMBER  | 20 -  | January 4 Christmas Vacation   |
| JANUARY   | 5     | Schools Reopen   |
|           | 19    | No School- Martin Luther King Day                                      |
|           | 26    | No Students – ½ Day Records/1/2 PD All Levels                          |
|           | 27    | New Semester Begins  |
| FEBRUARY  | 16,17 | Mid-Winter Break   |
| MARCH     | 10,11 | MME Testing @FHS – Juniors Only  |
|           | TBA   | ½ Day Conferences FHS  |
|           | 27    | No Students Elementary ½ Day PD/PLC Assessment                         |
| APRIL     | TBA   | ½ Conferences RMS and Elementary TBA                                   |
|           | 9-19  | Spring Break   |
|           | 20    | Schools Reopen   |
| MAY       | 25    | Memorial Day   |
| JUNE      | 11    | ½ Day Elementary, RMS  |
|           | 12    | No Students Elementary, ½ Day RMS, FHS                                 |

**PAY DATES  
2008 – 2009**

|           |               |   |
|-----------|---------------|---|
| AUGUST    | 28            |   |
| SEPTEMBER | 12<br>26      |   |
| OCTOBER   | 10<br>24      |   |
| NOVEMBER  | 7<br>21       | Supplemental / Longevity  |
| DECEMBER  | 5<br>19       |   |
| JANUARY   | 2<br>16<br>30 | Supplemental / Longevity  |
| FEBRUARY  | 13<br>27      |   |
| MARCH     | 13<br>27      | Supplemental / Longevity  |
| APRIL     | 9<br>24       | To be mailed  |
| MAY       | 8<br>22       |   |
| JUNE      | 5<br>19       | Supplemental / Longevity<br>Contract balance for lump sum - 26 pay teachers |
| JULY      | 3<br>17<br>31 | For 26 pay teachers<br>For 26 pay teachers<br>For 26 pay teachers           |
| AUGUST    | 14            | For 26 pay teachers   |