2021-2024

MASTER AGREEMENT

Between The

FRUITPORT COMMUNITY SCHOOLS

BOARD OF EDUCATION

And The

FRUITPORT EDUCATION ASSOCIATION

MEA-NEA

Fruitport Community Schools

Fruitport, Michigan

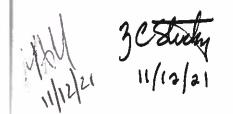
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AGREEMENT

THIS AGREEMENT entered into this 15th Day of November, 2021 day of by and between the Board of Education of the Fruitport Community Schools, Fruitport, Michigan, hereinafter called the "Board" and the Fruitport Education Association, MEA-NEA, hereinafter called the "Association."

WITNESSETH

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

WHEREAS the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize,

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

ARTICLE 1.

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of Michigan 1965, for all professional and/or certified teaching personnel under contract, including personnel on tenure, probation, all classroom teachers including shared-time and alternative education teachers, substitute teachers in lieu of contract teachers, guidance counselors, librarians, school psychologists, school social workers, advising or mentor teachers, employed by the Board, but excluding supervisory and executive personnel and office and clerical employees, transportation personnel, school lunch personnel, teacher aides and all other non-teaching personnel. The term "bargaining unit member", when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, andreference to one gender shall include the other gender.
- B. The Board agrees not to negotiate with any labor organization and/or individual other than the Association for the duration of this Agreement.
- C. Nothing contained herein shall be construed to deny or restrict to any bargaining unit member, rights they may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to bargaining unit members hereunder shall be deemed to be inaddition to those provided elsewhere.

ARTICLE 2.

BARGAINING UNIT MEMBER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of Michigan, 1965, the Board hereby agrees that every employee of the Board so represented by the Association shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. (Nothing herein shall require any bargaining unit member to be a member of or participate in the activities of any organization such as the Association, or similar bargaining agent).
- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Employment Relations Commission, or a mediator from such public agency.
- C. No bargaining unit member shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises, provided that the same shall be of a size and character consistent with good taste and maintaining the dignity of the teaching profession.
 - Bulletin boards and other established media of communication shall be made available to the Association and its members for the purpose of publicizing meetings of the Association and other Association business. Any matter which might be detrimental to the school district may be so publicized only with prior approval of the Superintendent of Schools.
- D. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, such bargaining information as may be pertaining and relevant to matters under negotiations, or relevant for the preparation of proposals by the Association at a time when this collective bargaining agreement may be open for negotiations, or such other bargaining data as may be required by law. The Board reserves the right to furnish such data to the Association President and Bargaining/Grievance Chairperson only after the data has been presented by the Board to another governmental agency. This information is to be available following the Board meeting. The Board further reserves the right to furnish such data in the manner and form available to it without encountering undue additional expense. All original records of the Board shall be examined only at the office of the Board of Education.

The Board shall provide the President and Bargaining/Grievance Chairperson of the Association with an electronic copy of the minutes (including attachments) of all regular and special meetings of the Board.

E. The Association is offered the opportunity to participate in curriculum study and changes regarding the education of children.

F. <u>SCHOOL IMPROVEMENT PROGRAMS</u>

The Board and Association encourage and support the concept of continued school improvement efforts designed to assist the school district to reach its vision. Any outcomes from school improvement efforts that call for changes in any of the provisions of this contract or affect wages, hours, terms or conditions of employment must be agreed to by both the Board and the Association.

None of the foregoing shall be interpreted as a waiver of any rights by the Association or any bargaining unit member or the Board of Education or any of its agents.

ARTICLE 3.

MANAGEMENT RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- (1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- (2) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
- (3) To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for all students, all as deemed necessary or advisable by the Board;
- (4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- (5) To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment;
- (6) To issue teaching contracts for the next teaching year to Probationary Teachers at any time prior to the expiration of this contract.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE 4.

COMPENSATION

- A. The daily salary rate for bargaining unit members shall be the annual salary rate provided in Appendix "A" divided by the number of contractual days in Appendix B. Any bargaining unit member not reporting for work shall lose their daily rate per absence, providing their absence with pay is not permitted under the terms of this Agreement. Any bargaining unit member whose absence is not provided for in this Agreement or is absent without prior approval shall lose their daily rate of their salary per day plus I/number of contractual days per Appendix C of the annual premium rate as of the date of the absence for all the insurance programs provided in this article for which the bargaining unit member is enrolled.
- B. The Board recognizes four (4) years of outside teaching experience on the salary schedule. The Board, at its discretion, may grant credit in excess of four (4) years on the salary schedule to certificated teachers based on outside teaching or other comparable experience which relates to the teacher's assignment. For the purpose of salary schedule credit only, outside teaching experience gained while on layoff shall be treated as if it were teaching experience in this District. Outside teaching experience shall be limited to time spent teaching in a public school.
- C. The salaries of all persons covered by this Agreement are set forth in Appendix "A" which is attached hereto and made a part hereto.

D. **INSURANCE BENEFITS**

- 1. The insurance year shall be the twelve (12) months from January 1 to the following December 31. The annual open enrollment period shall be the month of November or any other period determined by the insurance carrier. Employees becoming eligible mid-year will select a pro-rated share of any district provided deductible funding if applicable per MESSA ABC, MESSA Choices II, or cash in lieu.
- 2. The Board shall make available to all bargaining unit members the following insurance protection:

a <u>HEALTH INSURANCE</u>

The Board shall pay up to the legislatively capped amount of the monthly premium and monthly HSA contribution of the level of coverage selected for MESSA's ABC Plan 1 and the employee will pay the balance of this cost. Prescription drug coverage shall be under MESSA's ABC-Rx. HSA

funding for mid-year benefit additions and changes will be prorated based on the number of months remaining in the calendar year. As PA 152 cap increases, the district cap will increase accordingly. Board contributions to the HSA will be paid 67% on January 1st and 33% on September 1 of each year. The District will fund the balance of the deductible due ahead of schedule for any member that certifies on a District approved form that they have a legitimate medical need that requires immediate access to a fully funded HSA.

The Association shall determine any additional MESSA plans to be offered during any plan year. The Association must provide written notice to the District no later than October 1 of each year of its intent to add to or change its current MESSA plans. No more than three medical plans may be offered in any plan year.

b. OPTIONS TO HEALTH INSURANCE

Bargaining unit members not electing health insurance coverage will be paid \$505 amonth. bargaining unit members will receive dental insurance, vision insurance, lifeinsurance, and long term disability insurance referenced in Article 4(D)(2)(c-f).

Any difference between the monthly cost of any optional tax-free coverage elected and the monthly ABC Plan 1 single subscriber premium rate shall be paid to the bargaining unit member in cash by way of the Section 125 Plan adopted and maintained by the Board.

Bargaining unit members may also elect to have part or all of the cash benefit paid to theirtax-deferred annuity plan (up to the limits set forth by the Tax Code for annuity plans). If a husband and wife are both members of the bargainingunit, no more than one shall elect health insurance coverage; the other shall elect the optional coverage described above.

c. <u>LIFE INSURANCE</u>

The Board shall provide without cost to the bargaining unit member MESSA term life insurance protection with AD & D in the amount of \$50,000.00 that will be paid to the bargaining unit member's designated beneficiary.

d. DENTAL INSURANCE

The Board shall provide for all bargaining unit members and their eligible dependents, without cost to the bargaining unit member, the MESSA/Delta Dental Plan Class I, II, III at100/90/80% with a \$2,500 annual maximum benefit and Class IV at 80% with an annual maximum benefit of \$3,000. Coverage includes Internal and External Coordination of Benefits.

e. VISION INSURANCE

The Board shall provide for all bargaining unit members and their eligible dependents, without cost to the bargaining unit member the MESSA Vision plan VSP-3 Plus with Internal and External Coordination of Benefits.

f. LONG TERM DISABILITY INSURANCE

The Board shall provide without cost to the bargaining unit member MESSA Plan 2 Long Term Disability Insurance for all bargaining unit members. Benefits shall begin after termination of the bargaining unit member's paid sick leave or the accumulation of one hundred and twenty (120) calendar days of disability in any twelve (12) consecutive months, whichever is greater. Benefits shall be paid at a rate of sixty-six and two-thirds (66 2/3%) of the bargaining unit member's salary.

3. <u>GENERAL PROVISIONS RELATED TO INSURANCE COVERAGE</u>

- Newly hired bargaining unit members must report for duty before the board is obligated to pay any insurance premium. For each insurance program above, theeffective date for each new bargaining unit member shall be the month following the first day of work or until prior coverage is terminated If the bargaining unit member is not covered by any other coverage from any other source, in which case the effective date shall be the first required work day of the school year. A bargaining unit member who is hired with an effective first work day after the first requiredwork day of the school year shall be entitled to insurance coverage effective with his/her first work day or until prior coverage is terminated.
- The Board will contribute on a pro-rata basis to the total cost of insurance coverage for a bargaining unit member assigned to less than a full time work load based on the number of hours the bargaining unit member worked in relation to a full time work load, unless the bargaining unit member's status is the direct result of an involuntary reduction of a position by the Board from full to part time, in which case the bargaining unit member shallbe provided insurance protection as if they were assigned a full time dailywork load, through the month following the month in which the reduction occurs. The Board will apply its contribution in accordance with the rules of the insurance providers.
- In the event a bargaining unit member leaves employment after the end of a school year andbefore the start of the next school year, the insurance shall continue through the following September, unless the bargaining unit member becomes employed by another employer and is covered by fully paid insurance with respect to each insurance program above; or bargaining unit member retires where school funded insurance will end upon the retirees eligibility for health insurance through theretirement system.
- d In the event a bargaining unit member is terminated or resigns during the school year, the insurance shall be continued through the month following

the month in which the bargaining unit member resigned or was terminated.

- In the event a bargaining unit member goes on an unpaid leave of absence (other than sick leave) or is laid off during the school year, the insurance shall be continued through the month following the month in which the bargaining unit member went on leaveor was laid off. In the event of an unpaid sick leave that commences during the school year, the Board will continue payment of the insurance premiums as defined by paid sick leave or FMLA but no longer than 120 calendar days at which time long-term disability begins.
- In the event a bargaining unit member dies during the school year or after the completion of the school year and providing the policy permits continued coverage, the Board shall continue payments of the applicable premiums through the following September 30th, unless the beneficiary is eligible for retirement insurance.
- Notwithstanding any provisions of this Section, the terms of any contract or policy issued by MESSA or its underwriters shall be controlling as to all matters concerning eligibility, benefits and termination of coverage or other matters covered by the policy.
- The Board, by payment of the premiums set forth herein, shall be relieved from all liability with respect to the benefits provided by MESSA or its underwriters. The failure of MESSA or its underwriters to provide any of the benefits for which it has contracted shall not result in any liability to the Board, nor shall such failure be considered a breach of any obligation by the Board.
- Disputes between bargaining unit member (s) or beneficiaries of bargaining unit member (s) and MESSA or its underwriters shall not be subject to the Grievance Procedure established in this Agreement.
- E. A senior high or middle school bargaining unit member who teaches an extra class shall be paid an additional 20 percent of his/her salary. An elementary bargaining unit member who teaches an extra class shall be paid the percent based on full time status (26.5 hours).
- F. A bargaining unit member asked by the Board to do substitute teaching during preparation period shall be paid at the rate of \$30.00/hr in 15 (fifteen) minute increments. In lieu of this pay, a bargaining unit member may choose to receive compensatory time which is earned at the rate of one (1) day for each six (6) hours taughtduring his/her preparation period.
- G. Compensatory time may only be used in full or partial day increments provided the bargaining unit membergives 48 hours' notice to the building administrator, via email or documenting leave in Red Rover. If a compensatory day is not used during the school year in which it is earned, it shall be added to the bargaining unit member's accumulated paid sick leave or by the bargaining unit member's request no later than June1st of each year, paid out at the above rate of \$30.00/hr.
- H. Bargaining unit members required to travel between buildings as a part of their duties shall be reimbursedmileage at the maximum rate per mile allowed by the I.R.S

- I. For the purpose of movement on the salary schedule:
 - 1. Adjustments for steps in a column will be made according to the following guidelines:
 - a bargaining unit members who work less than a full school year in Fruitport under contract shall receive credit as follows:
 - (1) No experience credit if the number of days worked during the school year is forty-six (46) or less.
 - (2) One-half (1/2) year experience credit if the number of days worked during the school year is more than forty-six (46) and less than one hundred thirty-nine (139).
 - (3) One year experience credit if the number of days worked during the school year is one hundred thirty-nine (139) or more.
 - (4) "Days worked" shall include student and non-student attendance days and shall be computed on the basis of equivalent full time days.
 - (5) This section shall not affect bargaining unit members on a paid leave of absence or on a leave of absence for which experience is granted for salary schedule placement.
 - b Bargaining unit members who are assigned less than one-half (1/2) of a daily teaching loadshall be given one-half (1/2) year's credit on the salary schedule; and those who are assigned one-half (1/2) or more of a daily teaching load shall be given full credit.
 - 2. Adjustments from one column to another will be made according to the following guidelines. A form must be completed prior to June 1 stating a bargaining unit member's intention to complete requirements for a lane change as would be applicable in the following year.

a BA + 18-24

- (1) Only those courses taken after the B.A. degree and teaching certification are awarded will be applicable.
- (2) Undergraduate credit courses must have the prior written approval of the Superintendent in order to count for column movement (language pertains to undergraduate credit initiated after ratification of this agreement). Such approval will be granted so long as the course is related to the field of K-12 education, including administration.
- (3) Graduate credit courses approved in writing by the Superintendent or related to the field of K-12 education, including administration, shall be counted if they have been earned through an accredited college or university.

b MA + 18 and MA + 30

- (1) Only those courses taken after the M.A. degree and teaching certification are awarded will be applicable.
- Of the Superintendent in order to count toward column movement. Such approval will be granted so long as the course is related to the field of K-12 education, including administration (language pertains to undergraduate credit initiated after ratification of this agreement).
- (3) Graduate level courses approved in writing by the Superintendent or related to the field of K-12 education, including administration, shall be counted toward column movement if they have been earned through an accredited college or university.
- Movement on the salary schedule will occur September 1 and January 31. Prior to these dates, it is the bargaining unit member's responsibility to provide to the superintendent the necessary documentation (official transcripts or a letter from the university) for movement on the salary schedule to occur.
- d For all bargaining unit members employed at the start of the 2003-04 school year, all courses completed prior to September 1, 2004 shall apply for movement from one column to another, absent all restrictions set forth in Sections 2.a. and b. above.
- J. This paragraph shall only apply to the 2021-22 school year. After that school year, this paragraph shall be deleted from the contract. For the purpose of ascertaining eligibility for longevity pay, longevity shall mean years ofteaching service with Fruitport Community Schools, provided that no lay-off or leave of absence shall be counted as years of service. Any employee that is eligible mid-year for the appropriate longevity step will receive 50% of the longevity amount below. The following percentage of Step 1 within the employee's lane determines the longevity amount above current step:

15 Longevity years	5%
20 Longevity years	10%
25 Longevity years	15%
30 Longevity years	20%

K. The annual salary of senior high school and middle school bargaining unit members assigned less than thefull teaching load (as defined in Article 6, Section A) shall be determined as follows:

(number of bargaining unit member's daily

teaching periods) X bargaining unit
member's annual salarynumber of daily schedule amount
teaching periods in
normal teaching load

L. A bargaining unit member new to the District may be assigned by the Superintendent to work a total of three (3) days without additional pay during his/her first two years of employment with the District in addition to the bargaining unit member days designated on the published school calendars and inclement weather makeup days and new bargaining unit member after school meetings.

M. Upon termination of employment by:

- 1. Death, or
- 2. Retirement (provided that the bargaining unit member meets the requirements for an immediate retirement allowance under the Michigan Public School Employees Retirement Board's regulations and the bargaining unit member provides the Board with written notice on or before March 1.

A bargaining unit member shall be paid an amount equal to Sixty Dollars (\$60.00) times the number of his/her accumulated sick leave days. Payment shall be in the form of a non- elective employer contribution to a 403(b) plan.

An employee with 25 years of service and defers his or her retirement when leaving the district (provided that the bargaining unit member meets the requirements under the Michigan Public School Employees Retirement Board's regulation) shall be paid an amount equal to Forty-Five Dollars (\$45.00) times the number of his/her accumulated sick leave days. Payment shall be in the form of a non-elective employer contribution to a 403(b) plan.

N. TUITION REIMBURSEMENT

The following language for tuition reimbursement is paused for the duration of this agreement.

The Board shall provide up to six hundred dollars (\$600.00) each contract year to tenured teachers for reimbursement of tuition costs. Contract year refers to the school district's fiscal year. Classes that conclude after June 30 will be part of the following fiscal year's reimbursement schedule. Reimbursement is subject to the following provisions:

Reimbursement shall be made for tuition of coursework related to the professional education certification renewal, to gain additional certifications in education, for the purpose of movement across the salary schedule.

Examples of courses approved:

- courses in the academic area for of the teacher's certification
- courses leading to additional teaching certification or endorsement in a curricular area
- courses that relate to the teacher's current teaching assignment

courses toward an advanced degree in education

Examples of courses not approved:

- courses unrelated to any of the above
- courses toward professional certification or licensure in a field other than education—some examples are real estate, law, insurance.

Notice of intent to take a course shall be made on a district provided form before or upon registration for the class.

Documentation (transcripts) of successful (passing grade) completion and proof of payment must be submitted to the Superintendent no later than 90 calendar days from course conclusion to receive reimbursement.

Courses must be from a regionally accredited college or institution that meets the regular certification standards of the State of Michigan.

The Board of Education is not responsible for tuition payment if courses are taken under a scholarship, grant, or are reimbursed in any way from another source.

O. The Board shall reimburse teachers for the cost (every five (5) years) for the renewal fee of their State of Michigan teaching certificate.

ARTICLE 5.

WORKING HOURS

A. The work week of bargaining unit members shall be Monday through Friday, and in-school time for bargaining unit members shall be within the following time frame:

Elementary: 8:15 AM - 3:45 PM Middle School: 7:30 AM - 3:00 PM High School: 7:30 AM - 3:00 PM

The Association is offered the opportunity to participate in establishing uniformity of work loads. The administration and the Association will annually work to establish building schedules that meet state mandates regarding instructional time, necessary operational efficiencies, and contractual responsibilities. Some bargaining unit members may have a staggered schedule allowing them to provide intervention programming before or after school with consent of affected bargaining unit member(s).

B. During the professional development delay start days, regularly scheduled staff meetings for the purpose of monthly business meetings, curriculum work, building professional development, etc. will occur. Both parties agree that should an occasion occur that requires an after-school meeting, these meetings will be limited to two per school year, not on teacher half days and twenty-four hour notice is required except in the case of an emergency. To compensate for the reduction of planning time due to Trojan Time, middle school teachers will receive 15 minutes of planning on Delayed Starts.

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- C. Secondary teachers and elementary teachers are to report to their teaching stations five (5) minutes prior to the beginning of school day.
- D. While the performance of professional duties cannot be put on a clock-hour basis, it is understood that the individual teacher will not be required to remain in the school building, except for emergencies, more than five (5) minutes after dismissal of the last scheduled class of the day, unless professional duties require all teachers of the building or department to remain for a longer period. Any professional duties in excess of what is required in this contract must be agreed upon by the Association and the Superintendent.
- E. Elementary teachers shall receive a minimum of 330 minutes of planning during delay start weeks for preparation time within the scheduled work hours provided in Article 5, Section A. The 330 minutes will consist of 50 uninterrupted (meaning block of time) minutes 4 days a week, 30 minutes during delayed start for personal planning, and the 20 minute recess time all 5 days. The 330 minutes is prior to any volunteering or assigning of recess coverage. On non-delay start weeks, 300 minutes of planning will be provided. As part of such preparation time, elementary teaching specialists shall be provided 250 minutes of planning during the week.
- F. Teachers performing recess duty shall be paid Ten Dollars (\$10.00) for each 20 minute recess. The Administration shall ask for volunteers to perform recess duty. If there are an insufficient number of volunteers, recess duty shall be rotated among the bargaining unit members who are full time in the building.
- G. All teachers shall be entitled to a duty-free uninterrupted lunch hour of thirty (30) minutes or more which shall be equivalent to the lunch hour of the student.
- H. Teachers with non-teaching time during the school day will be permitted to leave their respective buildings when pertinent factors relative to school business are deemed necessary by the teacher. The office will be notified when a teacher leaves during the school day.
- I. During the orientation period at the opening of the school year, time of no less than forty-five (45) minutes shall be provided for a meeting of the Association, as agreed upon by the Association and the Superintendent.
- J. It is mutually recognized by the Association and the Board that the principle of the forty (40) hours week cannot be interpreted literally. The parties recognize the principle of a normal forty (40) hour work week exclusive of lunch.
- K. The school calendar of the Fruitport Community Schools is to be published prior to the beginning of the year, establishing dates and times for conferences, institutes, records days, in-service meetings, spring vacation, etc. and any other activity normally a part of the school year. Any changes or additions to school calendar shall be mutually agreed upon.
- L. It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality educational program practicable for every boy and girl in the school district.

For teachers, this includes (1) careful daily preparation; and (2) attendance at staff meetings. Required evening activities will be discussed with union representation before being added to the schedule.

ARTICLE 6.

TEACHING LOADS AND ASSIGNMENTS

A. The normal teaching load in the senior high school will consist of an average of five (5) daily teaching periods and one (1) period of preparation, or the equivalent thereof. The normal teaching load at the middle school will consist of an average of five (5) daily teaching periods and one (1) period of preparation for core curriculum teachers. Related academics teachers at the middle school will teach five (5) periods per day on average with one (1) period of preparation.

The term "preparation period" shall be construed to include the use of this period for purposes other than preparation that would be considered reasonable professional responsibilities or for purposes other than preparation when emergencies arise.

The Association agrees that the purpose of non-teaching time (other than lunch periods) is to permit the teacher to have time during the school day for planning, conferences, preparations for teaching and related teaching functions and obligations concerned with the actual teaching assignment.

The normal teaching load in the elementary schools for classroom and elementary teaching specialists will be approximately 26.5 hours of classroom duties weekly, or the equivalent thereof.

Elementary teachers may use for preparation all the time during which their classes are receiving instruction from teaching specialists in the areas of elementary art, music, STEM, and physical education, and during the time of the 20 minute recess period when the students are under the direct supervision of hired playground aides. In addition, one-half (1/2) hour of the delayed start professional development days will be reserved for personal planning.

Consistent with the above requirements, the Board shall determine the equivalence for employees in the bargaining unit who are assigned to non-classroom duties, such as librarians, guidance counselors, and itinerant personnel, etc. Travel time for all itinerant personnel shall count as contact time.

The class size of an elementary teaching specialist will not exceed that of the elementary classroom teacher whose class they have for instruction (i.e., they will not have more than one teacher's class during an instruction period). Exceptions will be made to accommodate students from self-contained special education classrooms.

Department chairmen shall be appointed by the Administration and have such released time for their duties as the Administration deems necessary.

B. Elementary Planning Time

The Board and the Association agree that efficient planning of instructional time is important to the success of the school district. To this end the Board and Association agree to encourage, support and assist efforts on the part of teachers, (buildings, teams, etc.), to maximize the effectiveness of their planning time provided, however, that such plans do not reduce instructional time. Plans that call for a modification of contract language must be approved by the Association and Board prior to implementation of pilot or regular efforts.

- C. All teachers shall be assigned by the Superintendent to that level of instruction for which they are qualified. Teachers shall not be assigned without their consent outside the scope of their teaching competence, teaching certificates, or major or minor fields.
- D. Bargaining unit members employed under Extra-Curricular contracts will be notified before June 1 in writing as to whether they will or will not be employed in the same position for the following school year. However, the position may be eliminated at any time.

ARTICLE 7.

WORKING CONDITIONS

The parties recognize that the primary duty of the teacher is to teach, and the Board and the Association consider it to be a desirable objective to make maximum utilization of the bargaining unit member's professional skills to the fullest extent practicable.

A. The Board and Association agree that pupil-teacher ratio is an important aspect of an effective educational program and that class size shall be determined in relation to pupil needs, area of instruction, grade level, and shall strive for as a minimum the recommended personnel-pupil standards of the Michigan Department of Education whenever possible. The Board shall strive to continually improve the pupil-teacher ratio and implement all reasonable means for eliminating overcrowded classrooms whenever such conditions should exist.

The teaching load in the senior high school shall be established or adjusted with reasonable dispatch to a teaching load not in excess of 150 students per day and no section shall exceed 32 students or the number of work stations in instructional classrooms. The same standards will be applicable to the middle school. The provisions of this section shall be subject to reasonable exceptions and deviations during the first three weeks of each semester or other enrollment period, or by reason of the necessity of physical facilities. It is recognized that other exceptions may be desirable whenever it is necessary to work with larger groups of students, such as for example, band and chorus classes, with respect to which the student teacher load may be adjusted to the size that can be accommodated in the school facilities.

In grades K-3 District average of 26 or fewer students per section with no individual class exceeding a maximum of twenty-seven (27) students. In grades 4-5 a District average of 28 or fewer students per section with no individual class exceeding a maximum of twenty-nine (29) students.

If after fifteen school days from the first student day of school the Board determines that it is necessary to exceedthe above maximum class loads, the following compensation formula shall be instituted

K-3 (over 27 students) 3.0% of BA base salary x # of days/180
4-5 (over 29 students) 3.0% of BA base salary x # of days/180
MS/HS (over 32 students) 1.0% of BA base salary x # of days/180
MS/HS (over 150 students) 2.0% of BA base salary x # of days/180

When a special education teacher is placed full-time into a regular education classroom, and that classroom exceeds class size limits, the overage pay would be divided between the two teachers. When a special education teacher is placed part-time into a classroom, only the regular education teacher would receive overage pay (as long as the special education teacher is within state and district mandated caseloads.)

- B. Distribution of special education students shall be determined by a group including affected regular education and special education teachers, as well as regular and special education administration. Modification in class size, scheduling and curriculum design will be considered and implemented as appropriate. The District will provide appropriate materials, training and supportive services for the teacher and the student as identified in an IEPC.
- C. Under no conditions shall a bargaining unit member be required to drive a school bus.
- D. To the extent practicable, the Board of Education will make available in each school building adequate lunchroom, rest-room and lavatory facilities exclusively for bargaining unit member use(including use by school employees not within the bargaining unit), and at least one room, appropriately furnished and maintained, which shall be reserved for use as a faculty lounge.
- E. Bargaining unit members shall be permitted to place out-going non-toll calls on the school telephones in their buildings but it is expected that personal, non-emergency calls will be held to a minimum.
- F. Parking Facilities Designated parking facilities shall be made available to bargaining unit members and other employees of the system. The Board shall assume no liabilities in respect to parkingfacilities.
- G. In schools where continuous cafeteria service for bargaining unit members are not available, a vending machine for beverages will be installed at the request of the Association, the proceeds to be used for the existing Teachers Scholarship Fund. The location of these vending machines shall be subject to approval by the Board.
- H. Secondary and elementary teachers shall have a minimum of two (2) records days per school year. Special education teachers and Kindergarten teachers may be granted additional records days if the Board determines it is necessary for the teachers to complete their special duties. The purpose of a records day is to complete student records and no meetings (staff, curricula, grade level, etc.) shall be scheduled for these days.

- I. Every bargaining unit members shall be provided with the necessary professional equipment to perform their job.
- J. Notwithstanding their employment, bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such bargaining unit members.
- K. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status, sexual orientation or membership or non-membership in an association or non-association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.
- L. Student teachers will not be used as substitute teachers unless prior approval is obtained from the mentor teacher and the student teacher. If eligible, student teachers used as substitute teachers shall be compensated through the District's substitute teaching agency.
- M. The Superintendent, Building Administrators and the Association will agree on the protocol if no substitute teacher is available.
- N. No secondary classroom teacher will be given more than two (2) non-teaching periods per school day, except with the consent of the teacher involved.

O. Act of God Days

1. In the event that a scheduled student attendance day is canceled due to inclement weather, problems with the physical plant, or any other condition, including health and safety concerns, bargaining unit members shall not be required to report to work and shall sufferno loss of pay. Likewise, later reporting times and earlier leaving times shall not cause any loss of pay.

Should conditions cause a closing of the schools during a school day, bargaining unit members shall remain in school until the students under the direction of the bargaining unit member have left schooland no further safety factor can be rendered by the bargaining unit member.

In the event that scheduled student attendance days are canceled to the extent and result that said cancellation causes a reduction in the amount of "State Aid"; then the minimum number of days shall be rescheduled in the following order:

- (1) February mid-winter break day(s), if any
- (2) Good Friday (if not scheduled)
- (3) Day(s) at the end of the school year.

bargaining unit members shall not be paid extra for the make up days unless the bargaining unit member was notpaid for the corresponding day that was canceled.

- P. The Board shall provide substitutes for all elementary art, music, STEM, and physical educationteachers in the event of their absence, and if a substitute teacher is available.
- Q. Special Education teachers and General Education teachers shall be compensated at the rate of \$30 per hour, payable in 15 minute increments, for any IEP meetings outside of contractual hours if said meetings exceed more than two in one school year. Compensation under this section shall be capped at \$400 per school year.
- R. Surveillance equipment, including cameras, cannot be used for purposes of bargaining unit member evaluation or monitoring.

ARTICLE 8.

SICK LEAVE AND LEAVES OF ABSENCE

- A. Definition of Terms. "Immediate Family" shall include father, mother, husband, wife, child, sister, brother or other member in the immediate family who has stood in the same relationship with the employee as any of these.
 - "Relative" shall include grandparent, parent-in-law, grandchildren, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.
 - "Per Diem Basis" shall be that amount obtained by dividing the contractual salary by <a href="https://linear.com/linear.c

B. Sick Leave.

- (1) At the beginning of each school year, each bargaining unit member shall be credited with thirteen
 - (13) days of leave, the unused portion of which shall accumulate from year to year up to 250 days. Summer school teachers shall be granted one (1) day usage per summer for personal illness which shall be deducted from the teacher's accumulated sick leave.
- (2) Employees who are contracted after the beginning of a given year shall be granted, for the balance of that school year, as many sick leave days as there are school months, or major fractions thereof, remaining in the school year.
- (3) Employees who are unable to begin a new contract year because of personal illness or injury, shall be allowed to draw upon previously accumulated and the current year's sick leave until it is depleted or until resumption of assigned work.

- (4) Disability associated with pregnancy, miscarriage or childbirth shall be treated as any other disability. To the extent and at the time that the bargaining unit member has medical information indicating her last day of work prior to delivery and her first availabledate for work after delivery, such information shall be furnished to the administration.
- (5) Any bargaining unit member whose personal illness extends beyond the period compensated for by sick leave pay shall be granted a leave of absence without pay.
- (6) Each bargaining unit member will be allowed to use three (3) of his/her days of leave per year for personal business. These days must be used in full-day increments, unless the dayused is a scheduled one-half (1/2) day of school. A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year. No more than one (1) personal business leave or compensatory day may be used during the last four (4) weeks of the teaching calendar year. Personal leave or combination of leave (use of comp. time) may not exceed three (3) consecutive days. Exceptions may be granted by the Superintendent.
- (7) A bargaining unit member may use sick leave to make up the difference between the allowance under the Workers' Compensation Act and his/her regular salary. The sick leave will be deducted on a pro rata basis.
- (8) Effective the 2003-2004 school year, an eligible employee may on a once-a-year basis elect to convert up to a maximum of ten (10) sick leave days into a year-end bonus at the rate of \$50 per day. To be eligible for such a bonus, an employee must maintain a balance of at least ninety (90) accrued sick leave days in his/her account after the conversion of the sick days. Requests for bonus payments shall be given to the District in writing and be signed by the employee no later than December 1 each calendar year. Payment of the bonus shall be made during December.
- C. In addition to personal illness or injury, sick leave may be used for illness in the immediate family.
- D. Leaves of absence with pay, not chargeable to sick leave, shall be granted for:
 - 1. At the beginning of every school year, the Association shall be credited with a total of ten (10) days to be used by bargaining unit members who are officers or agents of the Association, such use to be at the discretion of the Association. The Association shall have theoption to purchase up to ten (10) additional days at the daily substitute teacher payrate for each day. The Association agrees to notify the Board in writing, no less than forty-eight (48) hours of the date for intended use of said leave (non-accumulative).
 - 2. Absence when the bargaining unit member is called for jury service or National Guard duty. This shallbe limited to twenty (20) work days. The bargaining unit member shall receive their regular salaryand the bargaining unit member shall pay to the school district the amount received from the Courtfor jury service.

- 3. Court appearance as a witness in any case connected with the bargaining unit member's employment or the school, provided that the matter does not involve proceedings brought against Board or the District by the bargaining unit member or the Association.
- 4. Approved visitation at other schools or for attending educational conference or conventions. The number of bargaining unit members allowed to leave at any one time will be within the discretion of the administration.
- 5. Leaves of absence with pay shall be granted for death as listed below. This shall not be charged against accumulative sick leave.
 - a. Not more than five (5) days caused by death in immediate family.
 - b. Not more than three (3) days caused by death of relative.
 - c. Not more than one (1) day for the death of a grand-parent-in-law, aunt, uncle, niece, nephew, first cousin, or ex-spouse.
 - d. Additional days for other relatives or relationships at the discretion of the Superintendent.
- 6. Paternity. "No more than fifteen (15) consecutive days chargeable to a bargaining unit member's sick leave will be used for a spouse birth of a child."

E. Leave of absence without pay shall be granted for:

- 1. An unpaid leave of absence shall be granted upon request to any bargaining unit member for the purpose of child care. Said leave shall commence no sooner than 30 calendar daysfollowing the request of the bargaining unit member. It is further provided that:
 - The initial leave period may be for the duration of the semester when the leave commences plus the following semester.
 - A pregnant bargaining unit member may commence said child care leave after the birth of the child and they are physically able to adequately perform her teaching responsibilities.
 - The leave of absence may be terminated upon the mutual agreement of the bargaining unit member and the Board.
 - d Child care leaves for other than a new born child or a seriously ill child shall be subject to the following additional conditions: After the initial leave period, any additional child care leave within the next seven (7) years shall be at the Board's discretion and the bargaining unit member shall be returned from the additional child care leave as if they were on layoff status.
 - e Bargaining unit members must notify the Board in writing at least ninety (90) calendar daysbefore the bargaining unit member intends to return to work.

- f Child care leaves for other than a newborn child shall be limited to no more than three (3) bargaining unit members on leave at any one time.
- 2. Up to two years to any bargaining unit member who joins the Peace Corps as a fulltime participant in such program. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in Article IV of this Agreement.
- 3. The purpose of performing duties for the Association to bargaining unit members who are officers of the Association or are appointed to its staff. Bargaining unit membersgiven leaves of absence without pay for performing duties for the Association shall receive credit toward annual salary increment on the schedule appropriate to their rank.
- 4. Military leave to any regular employee who may enlist, be conscripted into the defense forces of the United States for service or training or is called up to active duty. They shall be reinstated to their position in this school system with full credit including the annual increment(s) under the salary schedule, upon written request supported by competent proof that said applicant is fully qualified to perform the said duties of said position. The application for reinstatement shall be made within the time after discharge or release from military service provided in the Uniform Services Employment and Reemployment Rights Act. The Association and the Board agree to abide by all local, state or Federal laws pertaining to re-employment of employees who perform service in the uniformed services.
- 5. Study related to the bargaining unit member 'license field.
- 6. Study to meet eligibility requirements for a professional-related license other than that held by the bargaining unit member.
- 7. Study, research or special teaching assignment involving probable advantage to the school system.
- F. The parties recognize that proper staffing requires as much notice as possible from the bargaining unit member on leave who does not intend to return to the staff. Accordingly, such bargaining unit members will, when possible, give notice to the Board of Education prior to March 1 of any year, of their intention to leave the staff.
- G. Unless provided for elsewhere in this Agreement:
 - 1. Bargaining unit members returning from any approved leave of absence of less than ninety (90) consecutive days in duration shall be returned to the same position, either immediately upon return or by the beginning of the next school year. If the positionhas been eliminated, they shall be assigned to a position for which they are qualified.

- 2. Bargaining unit members returning from any approved leave of absence that is ninety (90) consecutive days or more in duration up to a maximum of one year, shall be assigned to a teaching position for which they are qualified. Bargaining unit members on an approved leave that is 90 consecutive days or more up to one year in duration, thatencompasses the last day of the school year shall notify the Board of Education 45calendar days in advance of the start of the school year of their intention to return to work.
- 3. Bargaining unit members returning from any approved leave(s) of absence over one (1) year in duration shall be returned as if they are on layoff status.
- H. Only under extenuating circumstances will leaves of absences be used to extend vacation periods. Any requests to do so will be evaluated on a case by case basis by the superintendent, whose decision on each case will be final and non-grievable.

ARTICLE 9.

PROTECTION OF BARGAINING UNIT MEMBERS

- A. The District shall maintain one (1) official personnel file for each bargaining unit member A bargaining unit member shall have the right to review the contents of his/her own personnel file. A representative of the Association may be requested to accompany the bargaining unit member in such review. Privileged information such as credentials and other related personal references are exempted from review and shall be removed by the administrator in charge prior to the review by the bargaining unit member.
- B. No complaints against a bargaining unit member, including but not limited to, student, parental or school personnel complaints, originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the complaint.
- C. Bargaining unit member shall have the right to submit a written response to any document, including evaluations and reprimands, entered or contained in their personnel file, which shall be attached to the document.
- D. If a bargaining unit member is asked to sign material placed in his/her personnel file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. If a bargaining unit member refuses to sign material to be placed in their personnel file, the Association shall be informed and the Association shall secure the signature of the bargaining unit member.
- E. A bargaining unit member shall be entitled to have present a representative of the Association when they are being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance, when such reprimand, warning or discipline shall become part of the bargaining unit member's personnel file. Representation may also be requested when a bargaining unit member is asked to meet with an administrator when such meeting may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member

until such representative of the Association is present. The bargaining unit member and representative must appear before the requesting administrator within forty-eight hours (weekends and non-school days excluded).

F. All of the rights granted to bargaining unit member in any or all of the Sections of this Article, entitled "Protection of bargaining unit member", are subject to the condition precedent that the bargaining unit member shall haveconducted their selves in accordance with established policies, practices or rules of the Board of Education with respect to the maintenance of control and discipline in the classroom or elsewhere while the bargaining unit member stands in loco parentis to the pupil.

The Board of Education recognizes its responsibility to give all reasonable support and assistance to bargaining unit members with respect to the maintenance of control and discipline in the classroom. Such policies, practices and rules respecting reasonable control and discipline, support and assistance, as established by the Board of Education, will be applied to all bargaining unit members without discrimination. It shall be the responsibility of the bargaining unit member to disclose promptly in writing to the principal, or other administrator designated by the Board, any conduct of a student during any period when the bargaining unit member is in control of the student whichmay cause the bargaining unit member reasonably to believe that the student is emotionally disturbed; and it shall likewise be the responsibility of the bargaining unit member to disclose promptly in writing to the principal, or other such administrator, the desire to revoke any such report, whenever it reasonably appears to the bargaining unit member, who has filed such a report, that the report was filed by mistake or in error, or that the bargaining unit member otherwise reasonably believes that the student was not emotionally disturbed, or that it is not likely that the student will again become emotionally disturbed.

Whenever it appears to the Administration that a particular pupil required the attention of special counselors, social workers, law enforcement personnel or other professional persons, selected by the Administration in accordance with the policies, practices and appointments established by the Board, the Administration will take reasonable steps to relieve the bargaining unit member of responsibilities with respect to such student during the period, if any, that it is reasonably determined by the Administration that such student should be withdrawn from the responsibility of the bargaining unit member. If there should be any question respecting whether or not the Administration has acted reasonably thereon, and in accordance with such policies, practices and appointments, the issue thereon may be a matter of grievance under this Agreement. The provisions of this paragraph shall be construed consistently with the statutory obligations of the Board of Education, including, among others, the lawsrespecting compulsory school attendance, and with due regard for the relationship of the public schools to the Probate Court.

- G. Any case of assault upon a bargaining unit member shall be promptly reported to the Board or its designated representative. The Board shall render all reasonable assistance to the bargaining unit member in connection with handling of the incident by law enforcement and judicial authority. Timelost, by reason of any unjustified assault, shall not be charged against the bargaining unit member as sick leave.
- H. If any bargaining unit member is complained against or sued by reason of disciplinary action taken by the bargaining unit member against a student, the bargaining unit member may request assistance of the Board in such a matter. These requests shall be made in writing

to the Board who shall make a determination as towhether the conduct of the bargaining unit member making such request justifies any assistance from the Board and the extent thereof.

- I. The Board of Education will reimburse the bargaining unit member for the lesser of the cost of repair or thefair market value of clothing or other personal property, which a bargaining unit member customarily is expected to bring to the premises in the performance of teaching duties, provided such clothing or such other property is lost, damaged or destroyed by wrongful act of any personon the school premises or while the bargaining unit member stands in loco parentis to the pupil, provided that the loss, damage or destruction is not wholly or in part due to the bargaining unit member's own negligence, or violation of the Board's rules, practices or procedures, and provided, further, that no reimbursement will be made for normal wear and tear.
- J. Any complaint by a student or a parent of a student directed toward a bargaining unit member shall be calledto the bargaining unit member's attention only if (a) considered serious by appropriate administrator;
 - (b) if written into the bargaining unit member's personnel file; or (c) if used as a basis forreprimanding bargaining unit member.

In handling future complaints, no complaint shall be used except those meeting the above requirements. The bargaining unit member shall be supplied with the name of the student or parent makingthe complaint.

K. The Board will maintain Worker's Compensation for bargaining unit members in accordance with the lawsof the State of Michigan.

ARTICLE 10.

SENIORITY

- A. For the purpose of this article the following definitions shall apply:
 - 1. Personnel reduction or layoff shall mean a reduction in the bargaining unit staff.
 - 2. "Years of service": Shall be defined as continuous and uninterrupted years of service in the bargaining unit covered by this Agreement. Leaves of absence, with or without pay, and absence due to lay-off are not to be considered a break in service nor shall they count toward longevity.
 - 3. Any period of time spent on lay-off or leave of absence shall count as years of continuous service, only for the purpose of this Article (Layoff & Recall).
 - 4. Experience at less than the full teaching load shall count as if the experience was at the full teaching load, but only for the purpose of this Article (Layoff and Recall).
 - 5. Tenure shall mean that status as achieved and defined in Section 1 of Article III of P.A. 1937, Extra Session, No. 4, as amended (CL38.91).

- 6. "Probation or probationary teacher" shall mean that status as achieved and defined in Sections 1 and 2 of Article II of P.A. 1937, Extra Session, No. 4, as amended.
- B. The Board shall maintain an up-to-date seniority list of all employees in the bargaining unit covered by this Agreement. The seniority list of bargaining unit members shall reflect the following information: Last date of hire (date of employee acceptance of position), degrees held, majors and minors, certificate held, transferred credited years allowed, and tenure status. The updated seniority list shall be forwarded to the Association by November 1 of each year.
- C. To clarify the term "proper credentials" for the purpose of presenting evidence of recertification, the following criteria will be used:
 - 1. A valid certificate issued by the Michigan Department of Education showing the endorsed level or specialized area for teaching in grades K through 12.
 - 2. A letter from the office of the Registrar of the institution where coursework was taken to qualify for re-certification. The letter must specially state that qualifying course work has been successfully completed, the institution recommends certification, and will file the proper forms to the Michigan Department of Education. The letter also must indicate the level of certification elementary or secondary and any specialized endorsement for K -12.
 - 3. Either item 1 or 2 above applies to an individual who presently has a valid teaching certificate but is seeking a specialized endorsement. Evidence of re-certification or additional endorsement must be presented at the office of the Superintendent on or before August 15 if any change in employment status for the ensuing school yearis to be made.

ARTICLE 11.

NEGOTIATION PROCEDURES

- A. Not later than the June 1st prior to the expiration of the contract, both parties agree to commence negotiations on a successor agreement.
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiated or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission, which may include Fact Finding.

ARTICLE 12.

GRIEVANCE AND ARBITRATION PROCEDURES

A. DEFINITIONS

- 1. Grievance. A "grievance" is a claim based upon an event or condition which affects the hours, wages, terms or conditions of employment of a bargaining unit member or group of bargaining unit members and/or which draws into question the interpretation, application or meaning of the provisions of this Agreement.
- 2. Aggrieved Person. The "aggrieved person" is the person or persons making the claim and may be a bargaining unit member, a group of bargaining unit members, or the Association.
- 3. Designated Representatives of the Board. The designated representative of the Board shall mean the principal in each school building except that if the grievance arises in more than one school building, the designated representative of the Board shall mean the Assistant Superintendent of the Schools in charge of personnel. The Board may change the designated representative by giving ten (10) days prior written notice to the President and designated representative of the Association. Such change shall not affect any grievance in process.
- 4. Designated Representative of the Association.

The designated representative of the Association shall mean the grievance chairperson of the Association who has been given authority to receive grievances on its be-half. The President of the Association must, in writing, supply the name of this party to the Board before the Board has a duty to deal with them. The Association may change or add a designated representative by giving ten (10) days prior written notice to the Board. Such change shall not affect any grievance in process.

- Designated Alternate. Either party may designate an alternate representative to act in the temporary absence of the regular representative. Such designation shall not affect any grievance in process.
- 6. Days. The term "days" when used in the section shall, except where otherwise indicated, mean working days, i.e., days the administrative building is open for business.

B. PURPOSE AND POLICY

1. The purpose of this procedure is to secure, as soon as possible, equitable solutions to problems involving the welfare or working conditions of a bargaining unit member or bargaining unit members orto problems which draw into question the interpretation or meaning of the provisions of this Agreement. To better effectuate these policies, both parties agreethat all proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

- 2. It is important that grievances be processed through the steps as rapidly as possible. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. If the Association as the moving party fails to comply with the time limit, the grievance shall be considered settled on the basis of the Board's last written answer to the grievance. If the Board as the responding party fails to comply with any time limitat any step, the grievance shall automatically pass to the next step in the grievanceprocedure. The parties may however, agree to extend the time limits at any step.
- 3. Nothing herein contained shall be construed as limiting the right of any individual bargaining unit member to present grievances to school officials and/or the Board and to have thosegrievances adjusted without the intervention of the Association, except that the adjustment shall not be inconsistent with this Agreement and the Association shallbe given the opportunity to be represented at such adjustment.
- C. All grievances shall be handled in accordance with the following procedure:
 - 1. Step One. The aggrieved person shall reduce the grievance to writing together with a proposed solution thereto and shall deliver a copy of the grievance to the designated representative of the Board and to the designated representative of the Association.

Within ten (10) days of the receipt of the grievance the designated representative of the Board shall meet with the Association's designated representative in an effort to resolve the grievance. The aggrieved person, at his/her discretion, may be present at such meeting. Within five (5) days of the above meeting the designated representative of the Board shall deliver a written answer to the grievance to the Association's designated representative either granting or denying it and if it is denied, stating the reasons for denial.

2. Step Two. In the event the grievance is not satisfactorily resolved at Step One, the Association's designated representative, within five (5) days of his/her receipt of the answer, may transmit the grievance in written form together with a proposed solution to the Assistant Superintendent of Schools in charge of personnel unless they received the grievance in the first instance in which case this step shall not apply.

Within ten (10) days of the receipt of the grievance the Assistant Superintendent shall meet with the Association's designated representative in an effort to resolve the grievance. The aggrieved person, at his/her discretion, may be present at such meeting. Within five (5) days of the above meeting the Assistant Superintendent shall deliver a written answer to the grievance to the Association's designated representative either granting or denying it and if it is denied, stating the reasons for denial.

- 3. Step Three. In the event the grievance is not satisfactorily resolved at Step Two the Association's designated representative, within five (5) days of his receipt of the answer, may transmit the grievance in written form together with a proposed solution thereof to the Superintendent of Schools. Within ten (10) days of the receipt of the grievance the Superintendent shall meet with the Association's designated representative in an effort to resolve the grievance. The aggrieved person, at his/her discretion, may be present at such meeting. Within five (5) days of the above meeting the Superintendent shall deliver a written answer to the grievance to the Association's designated representative either granting or denying it and if it is denied, stating the reasons for denial.
- 4. Step Four. In the event the grievance is not satisfactorily resolved at Step Three, the Association's designated representative within five (5) days of his receipt of the answer, may transmit the grievance in written form together with a proposed solution to the Secretary of the Board. The Board, at the next regular meeting following receipt of the grievance by the Secretary of the Board will consider the grievance and will give its answer in writing within five (5) days after the date of such regular meeting.

Step Five. Arbitration.

In the event the answer by the Board is not satisfactory to the Association, then within thirty (30) calendar days following the date of receipt of the Board's answer the Association only, and not an individual bargaining unit member, may file a demand for arbitration of the dispute to the American Arbitration Association with a copy of the demand delivered to the Superintendent, all pursuant to the following rules and conditions:

- The grievance shall relate solely to the application and interpretation of the terms and conditions of the Collective Bargaining Agreement.
- b The Arbitrator shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of the Agreement and he shall have no authority to hear or rule upon any of the following:
 - (1) Any matter within the jurisdiction of the Teacher's Tenure Act (PA 1937, Extra Session No. 4, as amended);
 - (2) Any matter involving the Board's discretion in the expenditure of funds for capital outlay;
 - (3) The fixing or establishment of any salary schedule:
 - (4) The termination of or decision not to reemploy or decision to continue on probation any probationary teacher;
 - (5) Evaluation of teachers.
- c The decision of the Arbitrator shall be final and binding.

- d If a request for arbitration is filed by the Association, the parties shall promptly select by mutual agreement one (1) arbitrator who shall decide the grievance. If no agreement is reached, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules. The parties shall be bound by the rules of the American Arbitration Association.
- e Only one grievance shall be heard by an arbitrator at any one appointment.
- f The costs and expenses of the arbitrator shall be shared equally by the parties.
- Any grievance not taken to arbitration within the above stated time limits shall be deemed settled based upon the Board's last answer.

ARTICLE 13.

NO STRIKE CLAUSE

During the term of this Agreement, the Association agrees that neither its officers, agents or members shall authorize, engage in, condone or ratify a strike over any matter which is a proper subject for arbitration. A strike shall be defined to include slowdowns, boycotts, picketing, work stoppage of any kind including "mass" sickness, and other connected or concerted activities having the effect of interrupting work or interfering with the normal school business.

The Association shall not be liable for any violation of this Article, providing that it has taken the following action:

- 1. Issues to the Board within 24 hours after such strike commences a written disclaimer of any responsibility for such action.
- 2. Notifies the bargaining unit members involved, in writing, with copies to the Board, that their action is in violation of the contract and will subject them to immediate discharge.
- 3. Takes such other action as may be reasonable and necessary to assure a prompt restoration of service.

Any bargaining unit member who willfully violates any of the above provisions may be disciplinedforthwith, up to and including discharge, without recourse to any grievance procedure.

ARTICLE 14

MISCELLANEOUS PROVISIONS

A. The Board agrees to endeavor at all times to maintain an adequate supply of degreed guest teachers. The Administration, contracting with outside vendors, shall provide both internet and telephone based reporting to teachers for guest teacher coverage. Teachers shall request coverage through this system. In order to assist obtaining guest teachers, teachersare to report unavailability for work as soon as possible, and if circumstances permit, no later than 6:00 A.M. of the day to be absent.

- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.

<u>ARTICLE 15</u>

MENTOR TEACHERS

- A. In accordance with Section 1526 of the Michigan School Code a teacher mentor program will be implemented for the first three years of employment for each teacher beginning his/her first teaching assignment after July 1, 1994. The purpose of this program is to coach and nurture a new teacher by offering assistance, resources and information in a non-threatening collegial fashion toward the end of establishing a quality work performance. All bargaining unit members will be given an opportunity to apply to serve as a mentor. (See Appendix G for application form)
- B. The mentor teacher:
 - shall have at least four years of satisfactory teaching experience, shall have attained tenure in a Michigan school district and be a successful and effective educator.
 - shall be appointed by the building principal and approved by the superintendent on an annual basis.
 - shall have training and/or experience commensurate with qualifications listed on the job posting for which the new teacher was hired; or be willing to acquire such training along with the new teacher where appropriate. For example, qualifications for a given teaching license endorsement may be an exception.
 - shall be a voluntary assignment for one year. Based on a review by the administration, the mentor and the new teacher, it will be determined whether the assignment will continue into the following year.
 - shall maintain a confidential mentor-mentee relationship and neither shall, in any fashion, be included in the evaluation process of the other. Nor shall either testify for either side in a grievance, administrative or tenure hearing.
 - shall participate in training for mentors and be committed to filling the role of mentor effectively.
 - shall be granted release time, up to five half-days per school year, to support the goals of the mentoring process during the school year.

- shall be remunerated for the services rendered per compensation worksheet.
- C. The Board and the FEA shall hold ongoing dialogue at least annually to help refine the new teacher induction process.

D. Role of the Mentor Teacher

The purpose of the new teacher mentoring program is to coach and nurture a new teacher by offering assistance, resources and information in a non-threatening collegial fashion toward the end of establishing quality work performance.

In order to accomplish this purpose, the responsibilities of the mentor shall include a variety of activities such as those listed below:

- model successful and effective educational practices.
- participate in training for mentors and be committed to filling the role of mentor effectively.
- maintain a confidential relationship with the new teacher and not participate in the evaluation process.
- meet at least one time per grading period with principal and the mentee to arrange for release time and review activities to date related to the mentoring process.
- review qualifications of job posting for which the new teacher was employed and assist and advise the new teacher in attaining these qualifications.
- answer questions regarding site-level processes, procedures and routines.
- assist and counsel the probationary teacher in professional matters.
- advise new teachers about lesson planning, teaching strategies, approaches to discipline, and other pertinent issues that might arise.
- remind new teachers of pending deadlines and provide advice to expedite meeting such deadlines.
- advise new teachers about effective relationships with parents and particularly about how to work with parents in addressing student problems.
- assist new teachers in establishing routines for such matters as making up tests and homework.
- provide words of encouragement during difficult times.
- meet regularly to maintain communication.
- address other perceived needs as they appear
- maintain a log or journal of mentor activities and meetings.

E. Minimum Mentoring Activity

	1st Year Mentor (4 % stipend)	2 nd Year Mentor (2 % stipend)	3 rd Year Mentor (2% stipend)
Personal Contact Hours	Weekly Average = 30 minutes Yearly Average = 18 hours	Weekly Average = 20 minutes Yearly Average = 12 hours	Weekly Average = 15 minutes Yearly Average = 9 hours
District Level Meeting Hours	6 hours per year	4 hours per year	3 hours per year
*Total Minimum Hours	24 hours per year	16 hours per year	12 hours per year

New hire teachers who have already completed 3 years of teaching will receive a mentor at the 1st Year column. The teacher will have a mentor for one year.

Teachers who are hired during the school year will follow the language above. In addition, the district will pro-rate the number of hours that need to be met and the mentor's stipend based on the number of days the new teacher works during that school year.

F. Training Per Administrative Direction

Mentors will participate in mentor training programs established through the school district and the MAISD. Additional training will be provided based upon the needs of the mentor and the person they are mentoring. The registration cost of the training program will be paid for by the Fruitport Community Schools.

ARTICLE 16

DURATION OF AGREEMENT

This Agreement shall be effective on November 15, 2021 through August 24, 2024. The modifications to all provisions are effective the date this Agreement is ratified by both parties or on the date specifically indicated in this Agreement.

FRUITPORT COMMUNITY SCHOOLS BOARD OF EDUCATION	FRUITPORT EDUCATIO ASSOCIATION, MEA-NE
By President	By John Spresident
By Vice-President	
By Secretary	
Ву	
Treasurer	
By Silsan M Franklin	
Trustee	
By Judy J. Trustee	
Ву	
Trustee	

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APPENDIX A

- *A reference to a step also assumes one year of longevity movement* (for the 2021-22 school year only).
- 1. Horizontal movement within the schedule will be approved based on additional coursework per contract language.
- 2. 2021-22 school year. Bargaining unit members shall advance in accordance with Appendix A: Salary Schedule Placement.
 - a. Bargaining unit members shall receive a one-time, off schedule lump sum payment of \$300 to be paid in the first payroll in December.
- 3. 2022-23 school year Salary schedule Appendix A: Salary Schedule 2022-2024 shall replace Appendix A: Salary Schedule 2021-22. Placement of bargaining unit members will be in accordance with Appendix A: Salary Schedule Placement.
- 4. 2023-24 school year Bargaining unit members shall advance in accordance with Appendix A: Salary Schedule Placement.

Appendix A: 2021-2022 Salary Schedule

		BA	BA	BA + 24*		MA		MA + 18		MA+30 or MA60		PhD/EdD	
Step	Pts.	<u>Salary</u>	Pts.	<u>Salary</u>	Pts.	<u>Salary</u>	Pts.	<u>Salary</u>	Pts.	Salary	Pts.	Salary	
1	1.00	38,745	1.05	40,682	1.10	42,619	1.15	44,556	1.20	46,494	1.25	48,431	
2	1.05	40,682	1.10	42,619	1.15	44,556	1.20	46,494	1.25	48,431	1.30	50,368	
3	1.10	42,619	1.15	44,556	1.20	46,494	1.25	48,431	1.30	50,368	1.34	51,918	
4	1.15	44,556	1.20	46,494	1.25	48,431	1.30	50,368	1.34	51,918	1.39	53,855	
5	1.20	46,494	1.25	48,431	1.30	50,368	1.34	51,918	1.39	53,855	1.44	55,792	
6	1.25	48,431	1.30	50,368	1.34	51,918	1.39	53,855	1.44	55,792	1.49	57,729	
7	1.30	50,368	1.34	51,918	1.39	53,855	1.44	55,792	1.49	57,729	1.54	59,667	
8	1.34	51,918	1.39	53,855	1.44	55,792	1.49	57,729	1.54	59,667	1.59	61,604	
9	1.39	53,855	1.44	55,792	1.49	57,729	1.54	59,667	1.59	61,604	1.64	63,541	
10	1.44	55,792	1.49	57,729	1.54	59,667	1.59	61,604	1.64	63,541	1.69	65,478	
11	1.50	58,117	1.55	60,054	1.60	61,991	1.65	63,929	1.70	65,866	1.75	67,803	
12	1.56	60,442	1.61	62,379	1.66	64,316	1.71	66,253	1.76	68,191	1.81	70,128	
13	1.62	62,766	1.67	64,703	1.72	66,641	1.77	68,578	1.82	70,515	1.87	72,452	
Longevity:		<u>BA</u>	BA	<u>+24</u>	<u> </u>	<u>IA</u>	<u>M</u>	<u>4+18</u>	MA	+30-60	<u>Phl</u>	D/EdD	
(see page 11) 15 yrs	15=	1,937	15=	2,033	15=	2,128	15=	2,223	15=	2,319	15=	2,414	
20 yrs	20=	3,874	20=	4,065	20=	4,256	20=	4,447	20=	4,638	20=	4,829	
25 yrs	25=	5,812	25=	6,098	25=	6,384	25=	6,670	25=	6,957	25=	7,243	
30 yrs	30=	7,749	30=	8,131	30=	8,512	30=	8,894	30=	9,276	30=	9,657	

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Appendix A: 2022- 2024 Salary Schedule

71	Appendix A: 2022- 2024 Salary Schedule									
U	ВА	BA +24	MA	MA + 18	MA + 30/60	PHD				
1	43,000	45,000	47,000	49,000	53,000	55,000				
2	44,500	46,500	48,500	50,500	55,000	57,000				
3	46,500	48,500	50,500	52,500	57,000	59,000				
4	48,500	50,500	52,500	54,500	59,000	61,000				
5	50,500	52,500	54,500	56,500	61,000	63,000				
6	52,000	54,000	56,000	58,000	63,000	65,000				
7	53,900	55,900	57,900	59,900	65,000	67,000				
8	55,800	57,800	59,800	61,800	67,000	69,000				
9	58,300	60,300	62,300	64,300	69,000	71,000				
10	60,500	02,500	64,500	66,500	71,000	73,000				
11	62,800	64.500	66,800	68,800	73,000	75,000				
12	64,000	6,070	68,200	70,200	75,000	77,000				
13	65,200	67,201	69,600	71,600	77,000	79,000				
14	66,500	68,500	71,000	73,000	79,000	81,000				
15	67,850	69,850	2,400	74,400	81,000	83,000				
16	68,450	70,450	73,850	75,800	81,400	83,400				
17	69,050	71,050	75,200	77,200	81,800	83,800				
18	69,650	71,650	76,600	78,500	82,200	84,200				
19	70,250	72,250	78,000	80,00	82,600	84,600				
20	70,850	72,850	78,500	80,500	83,000	85,000				
21	71,450	73,450	79,000	81,000	23,400	85,400				
22	72,050	74,050	79,500	81,500	82,860	85,800				
23	72,650	74,650	80,000	82,000	84,200	86,200				
24	73,250	75,250	80,500	82,500	84,670	86,600				
25	73,850	75,850	81,000	83,000	85,000	87,000				
26	74,450	76,450	81,500	83,500	85,400	87,400				
27	75,350	77,350	82,000	84,000	85,800	87,800				
28	76,250	78,250	82,500	84,500	86,200	88,200				
29	77,150	79,150	83,000	85,000	86,600	88,600				
30	78,050	80,050	83,500	85,500	87,000	89,000				

Appendix A: Effective 3/1/2023 - 2024

	ВА	BA +24	MA	MA + 18	MA + 30/60	PHD
1	44,500	46,500	48,500	50,500	54,500	56,500
2	46,000	48,000	50,000	52,000	56,500	58,500
3	48,000	50,000	52,000	54,000	58,500	60,500
4	50,000	52,000	54,000	56,000	60,500	62,500
5	52,000	54,000	56,000	58,000	62,500	64,500
6	53,500	55,500	57,500	59,500	64,500	66,500
7	55,400	57,400	59,400	61,400	66,500	68,500
8	57,300	59,300	61,300	63,300	68,500	70,500
9	59,800	61,800	63,800	65,800	70,500	72,500
10	62,000	64,000	66,000	68,000	72,500	74,500
11	64,300	66,300	68,300	70,300	74,500	76,500
12	65,500	67,500	69,700	71,700	76,500	78,500
13	66,700	68,700	71,100	73,100	78,500	80,500
14	68,000	70,000	72,500	74,500	80,500	82,500
15	69,350	71,350	73,900	75,900	82,500	84,500
16	69,950	71,950	75,300	77,300	82,900	84,900
17	70,550	72,550	76,700	78,700	83,300	85,300
18	71,150	73,150	78,100	80,100	83,700	85,700
19	71,750	73,750	79,500	81,500	84,100	86,100
20	72,350	74,350	80,000	82,000	84,500	86,500
21	72,950	74,950	80,500	82,500	84,900	86,900
22	73,550	75,550	81,000	83,000	85,300	87,300
23	74,150	76,150	81,500	83,500	85,700	87,700
24	74,750	76,750	82,000	84,000	86,100	88,100
25	75,350	77,350	82,500	84,500	86,500	88,500
26	75,950	77,950	83,000	85,000	86,900	88,900
27	76,850	78,850	83,500	85,500	87,300	89,300
28	77,750	79,750	84,000	86,000	87,700	89,700
29	78,650	80,650	84,500	86,500	88,100	90,100
30	79,550	81,550	85,000	87,000	88,500	90,500

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Appendix A: Salary Schedule Placement 2021 - 2024*											
	SOY	2022	2022 Post A	Agreement	FY 2023	FY 2024					
EE#	SOY 2022 STEP	SOY LONG STEP	2022 NEW Step	2022 NEW LONG	2023 STEP PLACEMENT	2024 STEP PLACEMENT					
11793	1.0	0.0	3.00	_	2	3					
11781	1.0	0.0	3.00	-	2	3					
11352	1.0	0.0	3.00	-	2	3					
11784	1.0	0.0	3.00	-	2	3					
11777	1.0	0.0	3.00	-	2	3					
11795	1.0	0.0	3.00	-	2	3					
11739	1.0	0.0	3.00	2.00	2	3					
11741	1.0	0.0	3.00	2.00	2	3					
11722	1.0	0.0	3.00	2.00	2	3					
11704	1.0	0.0	3.00	2.00	2	3					
11691	1.0	0.0	3.00	2.00	2	3					
11702	1.0	0.0	3.00	2.00	2	3					
11696	1.0	0.0	3.00	2.00	2	3					
11685	1.5	0.5	3.50	2.50	3	4					
11788	2.0	0.0	4.00	-	3	4					
11770	2.0	0.0	4.00	-	3	4					
11792	2.0	0.0	4.00	-	3	4					
11737	2.0	0.0	4.00	-	3	4					
11656	2.0	1.0	4.00	3.00	3	4					
11649	2.0	1.0	4.00	3.00	3	4					
11644	2.0	1.0	4.00	3.00	3	4					
11657	2.0	1.0	4.00	3.00	3	4					
11642	2.0	1.0	4.00	3.00	3	4					
11678	3.0	1.0	5.00	3.00	4	5					
11638	3.0	1.0	5.00	3.00	4	5					
11318	3.0	2.0	5.00	4.00	4	5					
11132	3.0	2.0	5.00	4.00	4	5					
11317	3.0	2.0	5.00	4.00	4	5					
11319	3.0	2.0	5.00	4.00	4	5					
11321	3.0	2.0	5.00	4.00	4	5					
11701	4.0	0.0	6.00	2.00	5	6					
11264	4.0	3.0	6.00	5.00	5	6					
11265	4.0	3.0	6.00	5.00	5	6					
11639	5.0	1.0	7.00	3.00	6	7					
11227	5.0	4.0	7.00	6.00	6	7					
11174	5.0	4.5	7.00	6.50	6	8					
11092	5.0	6.0	7.00	8.00	6	8					
11087	6.0	6.0	8.00	8.00	7	9					
11166	7.0	5.0	9.00	7.00	8	10					
10727	12.0	0.0	12.00	2.00	11	12					
10894	7.0	10.0	9.00	12.00	8	11					
10611	9.0	12.0	11.00	14.00	10	13					
10168	13.0	14.0	13.00	16.00	15	16					
10305	13.0	16.0	13.00	18.00	15	17					

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EE#	SOY 2022 STEP	SOY LONG STEP	2022 NEW Step	2022 NEW LONG	2023 STEP PLACEMENT	2024 STEP PLACEMENT
10473	13.0	19.0	13.00	21.00	18	21
10127	13.0	20.0	13.00	22.00	18	23
10809	13.0	25.5	13.00	27.50	23	30
11655	2.0	1.0	4.00	3.00	3	4
11628	2.0	1.0	4.00	3.00	3	4
11273	4.0	3.0	6.00	5.00	5	6
11693	5.0	0.0	7.00	2.00	6	7
11040	6.0	7.0	8.00	9.00	8	11
10715	9.0	12.0	11.00	14.00	10	13
10400	13.0	12.0	13.00	14.00	13	14
10435	11.0	14.0	13.00	16.00	14	15
10287	11.0	14.0	13.00	16.00	14	15
10105	13.0	19.0	13.00	21.00	17	21
10306	13.0	19.0	13.00	21.00	17	21
10056	13.0	20.0	13.00	22.00	17	23
10642	13.0	20.0	13.00	22.00	17	23
10648	13.0	20.0	13.00	22.00	17	23
10397	13.0	21.0	13.00	23.00	19	25
10296	13.0	22.0	13.00	24.00	19	26
10814	13.0	24.0	13.00	26.00	23	28
10538	13.0	24.0	13.00	26.00	23	28
10647	13.0	27.0	13.00	29.00	25	30
10609	13.0	28.0	13.00	30.00	27	30
10461	13.0	29.0	13.00	31.00	27	30
10822	13.0	30.0	13.00	32.00	28	30
10204	13.0	31.0	13.00	33.00	28	30
11736	1.0	0.0	3.00	2.00	2	3
11782	1.0	0.0	3.00	2.00	2	3
11762	1.0	0.0	3.00	2.00	2	3
11700	1.0	0.0	3.00	2.00	2	3
11794	2.0	0.0	4.00	2.00	3	4
11654	2.0	1.0	4.00	3.00	3	4
11643	2.0	1.0	4.00	3.00	3	4
11296	4.0	2.5	6.00	4.50	5	6
11270	4.0	3.0	6.00	5.00	5	6
11105	4.0	3.0	6.00	5.00	5	6
11278	4.0	3.0	6.00	5.00	5	6
11239	6.0	4.0	8.00	6.00	7	8
11269	7.0	3.0	9.00	5.00	8	9
11217	7.0	4.0	9.00	6.00	8	9
11218	8.0	4.0	10.00	6.00	9	10
11213	8.0	4.0	10.00	6.00	9	10
11212	8.0	4.0	10.00	6.00	9	10
11203	8.0	4.0	10.00	6.00	9	10
11090	7.0	6.0	9.00	8.00	8	10
11042	9.0	7.0	11.00	9.00	10	12
10892	8.0	9.0	10.00	11.00	9	11
10942	6.0	9.0	8.00	11.00	7	11

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EE#	SOY 2022 STEP	SOY LONG STEP	2022 NEW Step	2022 NEW LONG	2023 STEP PLACEMENT	2024 STEP PLACEMENT
10860	7.0	10.0	9.00	12.00	8	11
10475	7.0	10.0	9.00	12.00	8	11
10890	9.0	10.0	11.00	12.00	10	12
10815	9.0	12.0	11.00	14.00	10	13
10759	11.0	13.5	13.00	15.50	14	15
10111	11.0	14.0	13.00	16.00	14	15
10188	12.0	14.0	13.00	16.00	14	15
10610	13.0	14.0	13.00	16.00	14	15
10606	13.0	14.0	13.00	16.00	14	15
10671	12.0	15.0	13.00	17.00	15	16
10155	12.0	15.0	13.00	17.00	15	16
10063	12.0	15.0	13.00	17.00	15	16
10377	12.5	15.5	13.00	17.50	15	16
10182	13.0	16.0	13.00	18.00	15	16
10025	13.0	16.5	13.00	18.50	15	17
10579	13.0	16.5	13.00	18.50	15	17
10045	13.0	17.0	13.00	19.00	15	17
10043	13.0	18.0	13.00	20.00	15	17
10801	13.0	18.0	13.00	20.00	16	17
10024	13.0	18.0	13.00	20.00	16	17
11722	13.0	19.0	13.00	20.00	16	17
10236	13.0	18.5	13.00	20.50	16	18
10658	13.0	19.0	13.00	21.00	16	18
10615	13.0	19.0	13.00	21.00	16	18
10574	13.0	19.0	13.00	21.00	16	18
10719	13.0	19.0	13.00	21.00	16	18
10153	13.0	19.0	13.00	21.00	16	18
10212	13.0	19.0	13.00	21.00	16	18
10460	13.0	20.0	13.00	22.00	17	19
10436	13.0	20.0	13.00	22.00	17	19
10408	13.0	20.0	13.00	22.00	17	19
10434	13.0	21.0	13.00	23.00	17	20
10804	13.0	21.0	13.00	23.00	17	20
10495	13.0	22.0	13.00	24.00	17	21
10435	13.0	22.0	13.00	24.00	17	21
10428	13.0	23.0	13.00	25.00	19	22
10073	13.0	24.0	13.00	26.00	19	
10073	13.0	24.0	13.00	+	19	24
		<u> </u>		26.00		24
10244	13.0	24.0	13.00	26.00	19	24
10097	13.0	25.0	13.00	27.00	19	26
10663	13.0	25.5	13.00	27.50	21	28
10258	13.0	27.0	13.00	29.00	21	28
10720	13.0	30.0	13.00	32.00	26	28
11785	2.0	0.0	4.00	2.00	3	4
11694	5.0	0.0	7.00	2.00	6	7
10861	6.0	5.0	8.00	7.00	7	9
11705	8.0	0.0	10.00	2.00	9	10

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EE#	SOY 2022 STEP	SOY LONG STEP	2022 NEW Step	2022 NEW LONG	2023 STEP PLACEMENT	2024 STEP PLACEMENT
10308	13.0	13.5	13.00	15.50	14	15
10778	13.0	16.0	13.00	18.00	15	16
10543	13.0	16.0	13.00	18.00	15	16
10158	13.0	19.0	13.00	21.00	16	18
10102	13.0	24.0	13.00	26.00	19	25
10135	13.0	25.0	13.00	27.00	19	27
10463	13.0	25.0	13.00	27.00	19	27
10688	13.0	29.0	13.00	31.00	25	29
11776	1.0	0.0	3.00	2.00	1	2
11775	1.0	1.0	3.00	3.00	1	2
11735	3.0	0.0	5.00	2.00	3	4
11797	3.0	0.0	5.00	2.00	3	4
11764	6.0	0.0	7.00	-	5	6
11231	7.0	4.0	9.00	6.00	7	8
11091	6.0	6.0	8.00	8.00	8	9
11088	7.0	6.0	9.00	8.00	7	8
11267	8.0	3.0	10.00	5.00	8	9
11190	10.0	4.5	12.00	6.50	10	11
10272	9.0	12.0	11.00	14.00	9	11
10186	11.0	14.0	13.00	16.00	12	13
10241	13.0	19.0	13.00	21.00	13	15
10191	13.0	19.0	13.00	21.00	13	15
10709	13.0	19.0	13.00	21.00	13	15
10057	13.0	20.0	13.00	22.00	14	16
10634	13.0	22.0	13.00	24.00	15	20
10293	13.0	23.0	13.00	25.00	16	22
10395	13.0	29.0	13.00	31.00	24	29
11742	2.0	0.0	3.00	2.00	1	2
* The plac	ement is based on t	he assumption that all	the employees rec	eive a full step onlin	ed in Article 4(I).	

APPENDIX B

EXTRA CURRICULAR SALARY SCHEDULE

H.S. = High School
M.S. = Middle School

	M.S. = Middle School	Percent of BA
Darahall Dara	H.C. H 1 W	Base Salary
Baseball - Boys	H.S. Head Varsity	9.3
	Jr. Varsity	7.1
	M.S.	6.0
Basketball – Boys	H.S. Head Varsity	15.0
	Jr. Varsity	9.0
	Freshman	8.0
	M.S.	6.0
Basketball – Girls	H.S. Varsity	15.0
- Substitution Girls	Jr. Varsity	9.0
	M.S.	6.0
Bowling – Boys & Girls		7.0
Cheerleading – Girls	Varsity Competitive Cheer	7.5
Checkleading Chris	Jr. Varsity Competitive Cheer	6.5
	HS Sideline Cheer—Varsity	3.8
	HS Sideline Cheer—Freshman/JV Fall	2.5
	HS Sideline Cheer—Freshman/JV Winter	2.5
Cross Country – Boys & Girl	H.S.	7.5
	M.S.	6.0
Football – Boys	H.S. Head Coach	15.0
	Asst. Varsity	10.1
	Head JV	9.0
	Asst. JV	8.5
	Freshman	8.0
	Asst. Freshman	7.5
	M.S. Head Coach	6.0
	Asst. Coach	5.0
Golf – Boys & Girls	H.S.	6.0
Gymnastics – Girls	H.S.	11.0
Swimming – Boys & Girls	H.S.	11.0
Soccer – Boys & Girls	H.S. Varsity	9.3

7.1

Jr. Varsity

Softball – Girls	H.S. Head Varsity	9.3
	Jr. Varsity	7.1
	M.S.	6.0
Tennis - Boys	H.S.	7.5
- Girls	H.S.	7.5
	Jr. Varsity	6.5
Track – Boys	H.S. Head Varsity	9.3
	Asst. Varsity	7.1
	M.S.	6.0
- Girls	H.S.	9.3
	M.S.	6.0
Volleyball – Girls	H.S.	15.0
Volleyball – Gills	M.S.	6.0
	Jr. Varsity	9.0
	Freshman	8.0
	1 (Csimilari	8.0
Wrestling – Boys	H.S. Head Varsity	15.0
	Asst. Varsity	9.0
	M.S.	6.0
BPA		5.0
Band	H.S.	15.0
	M.S.	11.0
Dance		3.0
Debate		4.0
DECCA		5.0
Drama	H.S.	5.0
	M.S. (minimum 2 plays)	5.0 Per Play
Escape		5% (2.5% per
F		advisor)
Forensics		3.4
Indoor Drum Line		4.0
Musical Director National Honor Society		5.0
Newspaper		6.0
Odyssey of the Mind	School coordinator (per position)	4.0
Quiz Bowl	School cooldinator (per position)	2.0
Robotics		5.0
Science Olympiad	Per position (1 at H.S and 1 at M.S)	2.5
Student Council Advisor- H.S	Asst – 2%	6.0
Student Council Advisor- M.S		4.0
Vocal Music	HS Vocal	3.5
	MS Vocal	3.5
	Musical Pit	1.5
	Musical Vocal	2.5
Winter Color Guard		4.0
Yearbook		5.5

Mentor Teachers – per school	Per mentee	4.0 (1 st year)
year -		2.0 (2 nd year)
		2.0 (3 rd year)

12th Class Advisors (per position): 1 day's pay at daily per diem rate

Kindergarten Screening: Each day worked shall be paid at the teacher's daily per diem rate.

Summer Band Camp: Each day worked shall be paid at the teacher's daily per diem rate (determined

by the salary schedule in effect for the prior school year.)

Summer School: \$30.00

Counselors shall be paid at the daily per diem rate for any work that is required prior to the start of the school year.

Appendix C: Calendars

			July				-		- 1	lugus	t					Se	ptemi	ber		
Su	Мо	Tu	We	Th	۴r	Sa	Su	Мо	Tu	We	Th	۶r	Sa	Su	Мо	Tu	We	Th	Fr	Sa
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			April	NAME OF						May							June		-	
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Student Days	Staff Days	Full	Half	Delayed	PD
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21.00	21.00	15.00	2.00	3.00	1.00
18.00	18.00	14.00		4.00	
23.00	23.00	17.00	1.00	5.00	
15.00	15.00	13.00	596	2.00	
21.00	21.00	17.00	140	4.00	
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		- 3-1-4	20.00		1.099.59
			100		1.59

Fruitport Community Schools 2021-2022 SCHOOL CALENDAR FOR TEACHERS

August 23	Teachers Return; 8:00 – 3:30 pm; Elementary will have at least 2.75 hours in their classroom
August 24	HS 8:00 – 3:00 pm in classroom; MS & Elementary 11:00 – 4:30 pm in classroom and 4:30 – 6:00 Meet, Greet, Find Your Seat and MS Open House
August 30	Students First Day; ½ Day of School for Students (morning);
	½ day classroom (afternoon) for Secondary. Elementary afternoon will be building meetings if principal needs it
August 31	½ Day of School for Students (morning); ½ day classroom (afternoon)
September 1	No Delayed Start
Sept. 2 – Sept. 6 September 8,15, 22, 29	Labor Day Break Delayed Start (school starts 1 ½ hours later)
-	
October 6, 13, 20, 27	Delayed Start (school starts 1 ½ hours later)
Oct. 25 – Oct. 29 October 27	Parent Teacher Conferences for K-12 (2 nts. of conferences TBD for a total of 6 hours) Elementary Teachers will use Delayed Start morning for conferences
October 29	1/2 Day of School; 1/2 Day for Teachers
November 3, 10, 17	Delayed Start (school starts 1 ½ hours later)
November 24-26	No School; Buildings Closed for Thanksgiving Recess
December 1, 8, 15 Dec. 20 – Dec. 31	Delayed Start (school starts 1 ½ hours later) No School; Holiday Recess
January 3 January 5, 12, 26	School Resumes Delayed Start (school starts 1 ½ hours later)
January 17	Teacher Professional Development Day (6 hours including ½ hour lunch)
January 19 January 20	No Delayed Start ½ Day of School for Students (morning); ½ day Records Day for Teachers (afternoon)
January 21	½ Day of School for Students (morning); ½ day Records Day for Teachers (afternoon)
February 2, 9, 16, 23	Delayed Start (school starts 1 ½ hours later)
February 18, 21	No School; Mid-Winter Break
March 2, 9, 16, 23, 30	Delayed Start (school starts 1 ½ hours later)
March 14 – March 18 March 16	Parent Teacher Conferences for K-12 (2 nts. of conferences TBD for a total of 6 hours) Elementary Teachers will use Delayed Start morning for conferences
March 18	½ Day of School; ½ Day for Teachers
April 1-8	No School; Spring Break
April 13 April 20, 27	No Delayed Start Delayed Start (school starts 1 ½ hours later)
May 4, 11, 18, 25 May 30	Delayed Start (school starts 1 ½ hours later) No School; Memorial Day Holiday
June 1	Delayed Start
June 8 June 9	No Delayed Start ½ Day of School for Students (morning); ½ day Records Day for Teachers (afternoon)
June 10	Last Day for Students; ½ Day of School for Students (morning); ½ day Records Day for Teachers (afternoon)

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Fruitport Community Schools 2022-2023 SCHOOL CALENDAR FOR TEACHERS

11/4	
August 22	Teachers Return; 8:00 – 3:30 pm; 1 Hour District Meeting, 1 hour FEA and rest in their
August 23	classroom Elementary 8:00 – 3:00 pm in classroom; Secondary 10:30 – 4:30 pm in classroom and 4:30 – 6:00 Open House
August 24	Teacher Professional Development Day: Secondary 8:00 – 3:00 pm; Elementary 10:30 – 4:30 pm; and 4:30 – 6:00 Open House
August 29	Students First Day; ½ Day of School for Students (morning); ½ day classroom (afternoon). The building principal can use 1 hour
August 30	½ Day of School for Students; ½ Day for Teachers
August 31	No Delayed Start
Sept. 1 – Sept. 5	Labor Day Break
September 7, 14, 21, 28	Delayed Start (school starts 1 ½ hours later)
October 5, 12, 19, 26	Delayed Start (school starts 1 ½ hours later)
Oct. 17 – Oct. 21	Parent Teacher Conferences for K-12 (2 nights of conferences 4-7pm) 1virtual and 1 in-person
October 19	Elementary Teachers will use Delayed Start morning for conferences
October 21	1/2 Day of School; 1/2 Day for Teachers
October 28	Teacher Professional Development Day (7 hours including ½ hour lunch)
November 2, 9, 16, 30	Delayed Start (school starts 1 ½ hours later)
November 23-25	No School; Buildings Closed for Thanksgiving Recess
December 7, 14, 21	Delayed Start (school starts 1 ½ hours later)
Dec. 23 – Jan. 7	No School; Holiday Recess
January 9	School Resumes
January 11, 25	Delayed Start (school starts 1 ½ hours later)
January 16	Teacher Professional Development Day (7 hours including ½ hour lunch)
January 18	No Delayed Start
January 19 January 20	½ Day of School for Students (morning); ½ day Records Day for Teachers (afternoon) ½ Day of School for Students (morning); ½ day Records Day for Teachers (afternoon)
February 1, 8, 15, 22	Delayed Start (school starts 1 ½ hours later)
February 17, 20	No School; Mid-Winter Break
March 1, 8, 15, 22, 29	Delayed Start (school starts 1 ½ hours later)
March 10	Teacher Professional Development Day (7 hours including ½ hour lunch)
March 13 – March 17	Parent Teacher Conferences for K-12 (2 nights of conferences 4-7pm) 1 virtual and 1 in-person
March 15 March 17	Elementary Teachers will use Delayed Start morning for conferences ½ Day of School; ½ Day for Teachers
March 31 – April 7	No School; Spring Break
April 12	No Delayed Start
April 19, 26	Delayed Start (school starts 1 ½ hours later)
May 3, 10, 17, 24, 31	Delayed Start (school starts 1 ½ hours later)
May 29	No School; Memorial Day Holiday
June 7	No Delayed Start
June 8	½ Day of School for Students (morning); ½ day Records Day for Teachers (afternoon)
June 9	Last Day for Students; ½ Day of School for Students (morning); ½ day Records Day
	for Teachers (afternoon)

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August 21	Teachers Return; 8:00 – 3:30 pm; 1 Hour District Meeting, 1 hour FEA and rest in their classroom
August 22	Elementary 8:00 – 3:00 pm in classroom; Secondary 10:30 – 4:30 pm in classroom and 4:30 – 6:00 Open House
August 23	Teacher Professional Development Day: Secondary 8:00 – 3:00 pm; Elementary 10:30 – 4:30 pm; and 4:30 – 6:00 Open House
August 28	Students First Day; ½ Day of School for Students (morning); ½ day classroom (afternoon). The building principal can use 1 hour
August 29	½ Day of School for Students (morning); ½ day for Teachers
August 30	Non Delayed Start
August 31 – Sept 4	Labor Day Break
September 6, 13, 20, 27	Delayed Start (school starts 1 ½ hours later)
October 4, 11, 18, 25	Delayed Start (school starts 1 ½ hours later)
Oct. 16 – Oct. 20	Parent Teacher Conferences for K-12 (2 night of conferences 4-7pm) 1 virtual and 1 in- person
October 18	Elementary Teachers will use Delayed Start morning for conferences
October 20	½ Day of School; ½ Day for Teachers
October 27	Teacher Professional Development Day (7 hours including ½ hour lunch)
November 1, 8, 15, 29	Delayed Start (school starts 1 ½ hours later)
November 22-24	No School; Buildings Closed for Thanksgiving Recess
December 6, 13, 20	Delayed Start (school starts 1 ½ hours later)
Dec. 22 – Jan. 5	No School; Holiday Recess
January 8	School Resumes
January 10, 24, 31	Delayed Start (school starts 1 ½ hours later)
January 15	Teacher Professional Development Day (7 hours including ½ hour lunch)
January 17 January 18	No Delayed Start ½ Day of School for Students (morning); ½ day Records Day for Teachers (afternoon)
January 19	½ Day of School for Students (morning); ½ day Records Day for Teachers (afternoon)
February 7, 14, 21, 28	Delayed Start (school starts 1 ½ hours later)
February 16, 19	No School; Mid-Winter Break
March 6, 13, 20, 27	Delayed Start (school starts 1 ½ hours later)
March 8	Teacher Professional Development Day (7 hours including ½ hour lunch)
March 11 - March 15	Parent Teacher Conferences for K-12 (2 nights of conferences 4-7pm) 1 virtual and 1 in-person
March 13	Elementary Teachers will use Delayed Start morning for conferences
March 15	½ Day of School; ½ Day for Teachers
March 29 – April 5	No School; Spring Break
April 10	No Delayed Start
April 17, 24	Delayed Start (school starts 1 ½ hours later)
May 1, 8, 15, 22, 29 May 27	Delayed Start (school starts 1 ½ hours later) No School; Memorial Day Holiday
June 5 June 6	No Delayed Start ½ Day of School for Students (morning); ½ day Records Day for Teachers (afternoon)
June 7	Last Day for Students; ½ Day of School for Students (morning); ½ day Records Day
	for Teachers (afternoon)
	for Teachers (afternoon)

APPENDIX D

Fruitport Community Schools Application to Serve as New Teacher Mentor

Name	
License(s) & any special endorsement(s)	
Current assignment (building/grade(s) or subjects	other appropriate responsibilities)
Previous assignments/responsibilities that may as	sist in matching me with a mentee
I understand the role and expectations for mentor	teachers and if selected I will be committed to
filling the role and expectations effectively. Signature	 Date

Applications will be held in a permanent file as a mentor pool. Teachers will be given an annual opportunity to have their names added to the pool. Teachers may have their names withdrawn from the pool at any time upon request.

Letter of Agreement Between The Fruitport Education Association And the Fruitport Board of Education August 26, 2013

- A. In December 2012, Michigan passed Right to Work laws which allows workers to exercise their right to decide whether or not to financially support or join a labor union. Should this law change or be revoked, Fruitport Community Schools would require professional staff to join and support their union as dictated by law.
- B. Michigan law prohibits school districts from collecting union dues. Therefore, Fruitport Community Schools will no longer withhold union dues via payroll deduction. Should this law change, the district may once again offer this service.

_	_	
Ву	By	
FCS	FEA	
Date	Date	

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

Page number Accumulated sick leave payoff 19 16 Act of God days Advanced degree 10 Agreement 1 38-39 Appendix A - Salary Schedules B - Extra Duty 40-42 C - Calendars 43 D - Sect. 125 Benefit Election Form 44 E - Sect. 125 Plan Summary 45-47 F - Sect. 125 Plan 48-52 G - Mentor Teacher App. Form 53 Arbitration Procedure 29-32 Association: Leave 19-22 Association: Membership 1 Assault 25 Bargaining unit definition 1 Calendars, School 43 Certificate Reimbursement 11 21 Child care leave Class load 14 Class size 13-15 Compensation 4-11 Compensatory time for subs 7 23-26 Complaints 20 Court Appearance Daily salary rate 4 20 Death, family, etc. Definition: BA + 24 column 10 Bargaining unit 29-33 Days, grievances Designated rep. of the Assoc. 30 Designated rep. of the Board 29 Earliest date of hire 27 Fully qualified and fully certified 27 Grievance 29-32 Immediate Family 19 Insurance year 4 Normal teaching load 12-13 Per diem pay 19 Preparation period 12-13 Probationary 26 Professional position 17 Proper credentials 28 Related areas 26 Qualified - Certificated 17, 26 Relative 19 Seniority List 26 26 Tenure Transfer 18 Vacancy 17-18 Work day/week 11-12 Years in Fruitport 9 Years of service (seniority) 26 Dental Insurance Disability due to pregnancy 19

Discipline: of teachers		25
of students		25
Discrimination		15, 25
Duration of Agreement	-	37
Duties		13-14
Elementary planning time		13
Evaluation Evaluation		22-24
Extended Employment	19	34
Extra class, pay		7
Extra Curricular:	Contracts	18
Extra Garricatar.	Salary Schedule	40-42
Faculty Lounge	Salary Schedule	15
Filling Vacancies		17-18
Full teaching load,		17-10
secondary & elementary		12-14
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