

AGREEMENT

Between

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

And

MEA-NEA, LOCAL 1

July 1, 2021 – June 30, 2024



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

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

And

MEA-NEA LOCAL 1

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July 1, 2021 – July 30, 2024
AGREEMENT
Between
THE BOARD OF EDUCATION
Of
THE FRASER PUBLIC SCHOOLS DISTRICT
And
MEA-NEA LOCAL 1

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

WHEREAS, the Board and Local 1 embrace the Fraser Public Schools District mission statement, to innovate, learn and lead including; redesigning our learning environments to meet the needs of today's learner; engaging as a Professional Learning Community in the process of continuous improvement that focuses upon "Learning for All"; and leading in the design and delivery of a rigorous and relevant education for our students.

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

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

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

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

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

ARTICLE I

A. MEA-NEA LOCAL 1 RECOGNITION - The Board recognizes Local 1 as the exclusive bargaining representative of all certified teaching personnel under contract and all school social workers (hereinafter referred to as "teacher" or "teachers") excluding the Superintendent, Assistant Superintendent, Business Manager, Teaching Principals, Director of Human Resources, Principals, Assistant Principals, Director of Special Education, Director of Athletics, Director of Educational Technology and Information Systems, Director of Operations, Maintenance & Transportation, Director of Communications, and substitute teachers.

The Board agrees it shall be unlawful for it:

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

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

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

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

(e) to refuse to bargain collectively with the exclusive bargaining representatives of the teachers in respect to rates of pay, wages, hours of employment or other conditions of employment. The Board further agrees that for the purposes of this section, to bargain collectively is the performance of the mutual obligation of the Board and Local 1 to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and

conditions of employment, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

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

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

D. COMPLAINTS A complaints against a bargaining unit member originating after initial employment will not be placed in a bargaining unit member's personnel file unless the bargaining unit member is also provided a copy of the same. If the bargaining unit member believes the complaint to be placed in the file is inappropriate or in error, the bargaining unit member may file a response to the same. The bargaining unit member may also request the FEA president to meet with the District's Director of Human Resources regarding the matter. The FEA president may file a grievance on behalf of the bargaining unit member to remove the

complaint from the bargaining unit member's file; if such a grievance is filed, it is understood and agreed that the grievance shall not proceed beyond step 2.

ARTICLE II

SALARY SCHEDULES

The Salary Schedules beginning on page A-1 attached hereto as Exhibit A and made a part hereof shall be in effect during the term of this Agreement.

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

<u>15 Years</u>	<u>20 Years</u>	<u>25 Years</u>
\$1,800	\$2,100	\$2,400

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

ARTICLE III

MEDICAL, DENTAL, VISION, LIFE AND DISABILITY BENEFIT PLANS

A. MEDICAL BENEFIT PLAN - All teachers covered by this Agreement shall be eligible to receive medical benefits for themselves and their dependents. Employees taking such coverage shall pay, as decided by the Board in compliance with current law, the applicable monthly premium cost. New members shall be eligible for coverage from the first day of work. This information is provided during open enrollment each year. The parties agree that the carriers may be changed but the benefit levels will remain equivalent.

B. DENTAL BENEFIT PLAN - The Board agrees to provide a group dental benefit plan for all teachers. New members shall be eligible for coverage from the first day of

following month of employment. The parties agree that the carriers may be changed but the benefit levels will remain equivalent.

C. VISION BENEFIT PLAN - The Board agrees to provide a group vision benefit plan for all teachers. New members shall be eligible for coverage from the first day of following month of employment. The parties agree that the carriers may be changed but the benefit levels will remain equivalent.

D. LIFE INSURANCE - The Board agrees to pay the full cost of an accidental death and dismemberment group life insurance policy in the face amount of Fifty Thousand (\$50,000.00) Dollars, per teacher, subject to the terms of the policy. New members shall be eligible for coverage from the first day of following month of employment. The parties agree that the carriers may be changed but the benefit levels will remain equivalent.

E. LONG TERM DISABILITY - The Board agrees to pay the full cost a group long-term disability plan which pays 66 2/3 percent of an employee's pay (the monthly cumulative maximum shall be as stated in the Fraser policy) after one hundred eighty (180) calendar days of disability to age sixty-five (65), subject to the terms of the policy. Any change in the cumulative maximum cap shall be effective within thirty (30) calendar days following ratification by the Board. New members shall be eligible for coverage from the first day of following month of employment. The parties agree that the carriers may be changed but the benefit levels will remain equivalent.

F. INSURANCE OPTION - Under the plan, teachers may elect not to receive medical benefits, and instead upon completion of the appropriate forms receive either:

(a) One Thousand (\$1,000.00) Dollars cash, or

(b) One Thousand (\$1,000.00) Dollars cash less the cost of enhanced vision

benefits.

(c) When the 60th Full Time Equivalent (FTE) elects the insurance option, each member will receive \$2,000 per year.

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

G. CONTINUITY OF COVERAGE - The Board's contributions shall continue for twelve (12) full months, except as otherwise provided herein.

H. EMPLOYEE CONTRIBUTIONS - All employee contributions toward benefits shall be in pre-tax dollars.

I. BENEFIT SUMMARY – Updated information on current benefit plans provided within Article III can be found in the Explanation of Benefits booklet and on the District website.

J. COST SHARING CALCULATION – All employee cost sharing calculations are prorated based on the employees FTE (Full Time Equivalent) status.

ARTICLE IV

LEAVES OF ABSENCE

A. PERSONAL LEAVE - Each teacher shall be entitled to a total of eight (8) personal illness days (“personal illness” shall constitute a medical/health condition of the employee, spouse (including significant other), child, or legal dependent that impairs the ability to function in a reasonably normal manner and meet his/her daily routines and requirements) and four (4) personal business days (“personal business” shall constitute events, appointments, or obligations of a business or family nature that cannot be accommodated or scheduled at a time outside the regular work day) with full pay per school year. At the end of the year, all unused personal illness / personal business days shall be accumulated in each members leave day bank, which in no event shall exceed one hundred twenty (120) days. Neither personal illness nor

personal business days shall be used for periods of tardiness. Any teacher who is tardy three (3) or more times in any semester or any teacher who shall fail to notify the office of the Board to request a substitute at least sixty (60) minutes prior to his/her respective starting time shall be docked \$20.00 per hour for each assigned class period or fraction thereof and may face additional disciplinary action.

All consecutive days immediately preceding and/or immediately following and/or extending a legal holiday or school recess period shall not be recognized as personal illness or personal business days, and all personal illness use is subject to verification by the school district. Suspected abuse of leave days shall be reported by the Superintendent of Schools or designee to Local 1 for investigation within five (5) days of discovery of the suspected abuse, and Local 1 shall report its findings and recommendation in writing to the Superintendent or designee. Advance notice of the necessity for leave day(s) shall be given to the office of the Board as early as possible. Personal business days shall not accumulate from year-to-year.

Teachers who have accumulated not less than one hundred twenty (120) leave days may accumulate up to an additional thirty (30) leave days over the one hundred twenty (120) days, subject to the following conditions:

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

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

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

B. FAMILY AND MEDICAL LEAVE ACT - The Board will grant up to twelve (12) weeks of Family Medical Leave during any twelve (12) month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA). Fraser Public Schools will measure the twelve (12) month period forward from the date an employee's first FMLA leave begins. For example, if an employee used four weeks of FMLA leave beginning March 1, 2010, and eight beginning September 1, 2010, the employee would not be entitled to any additional FMLA leave until March 1, 2011. On March 1, 2011, the employee would be entitled to another 12 work weeks of FMLA leave.

All requests for such leave will be made to the Director of Human Resources. When the need is foreseeable, notice will be given thirty (30) calendar days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) calendar days notice, the employee must give as much notice as is practicable. Proper certification of the reason for the leave must be provided. An employee may be required to use all available personal leave time for all or part of the duration of the FMLA leave, with any balance of time being without pay. At the end of the FMLA leave, the employee will be returned to a position, that he/she is certified and qualified for, subject to the layoff provision, Article VII.

C. INCOME PROTECTION - Any teacher who has exhausted his/her accumulated bank of leave days and has been ill for thirty (30) or more consecutive calendar days, and who otherwise qualifies under the Long-Term Disability Plan as above provided, shall be eligible to

receive 66% of his/her daily rate for each workday¹ he/she is absent during the term of this Agreement, subject to the following provisions:

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

D. PREGNANCY RELATED DISABILITY - Maternity-related disability begins when the doctor advises to stop work due to pregnancy and continues through a 45 calendar day recuperation period after delivery. During the period of medical disability caused by pregnancy and/or childbirth, a teacher shall be entitled to use her accumulated leave days (excluding the summer months when school is not in session) and is eligible for income protection when applicable, (Article III, c) provided such teacher has submitted a physician's statement setting forth the date of delivery and the teacher's ability to perform classroom duties, except in emergencies. The statement shall also contain the date on which the leave is to commence. In the event a teacher is unable to perform her classroom duties at any time prior to the commencement of the maternity disability leave, said maternity leave shall commence at that time. During such period, the teacher shall be considered to be on FMLA leave. At the conclusion of the period of medical disability caused by the pregnancy and/or childbirth, all benefits under the terms of this Agreement, subject to the employees' rights under the FMLA, shall be suspended.

The teacher shall submit additional physician's statements upon the request of the Board. In addition, the teacher may be examined by a licensed and qualified physician selected by the Board and at the expense of the Board. For purposes of this provision, medical disability caused

¹ Workday is defined as any day during which a teacher would have been assigned to work in accordance with the School Calendar.

by pregnancy and/or childbirth shall mean the inability and incapacity of the teacher to perform her job and work related duties due to the pregnancy and/or childbirth related medical disability. All benefits continue during the maternity-related disability and FMLA.

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

1. Extend the recuperation period with a note from the doctor. (Leave days and income protection continues. All benefits continue.)
2. Use FMLA leave to continue the absence. All benefits continue. A teacher is entitled to 12 work weeks of FMLA in a 12-month period. The entire maternity-related disability is included in the 12-work week calculation.
3. Return to work. Upon return from the pregnancy related disability leave of absence, the teacher will return to a position, that he/she is certified and qualified for.
4. Take a maternity leave of absence. A maternity leave of absence shall be granted without pay or benefits, except as otherwise provided herein, for a period not to exceed one (1) year. Any time between the expiration of the FMLA leave of absence and reinstatement in accordance with this provision shall be deemed to be a maternity leave of absence.

E. MATERNITY LEAVE OF ABSENCE - Maternity Leave of Absence shall be granted without pay or benefits, except as otherwise provided herein, for a period not to exceed one (1) year. Any time between the expiration of the FMLA leave of absence and reinstatement in accordance with this provision shall be deemed to be a maternity/adoption leave of absence. Upon return from the maternity leave of absence, the teacher will return to a position, for which he/she is certified and qualified for; provided, however, that the maternity leave of absence is one semester or less.

Reinstatement: Reinstatement of teachers returning from a maternity leave of absence will be for the first day of school following the end of their leave. Written notification thirty (30)

calendar days before the intent to return to the system shall be made to the Superintendent or designee.

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

F. ADOPTION - Any teacher who furnishes satisfactory evidence of pending adoption proceedings and who applies in writing to the Board not less than sixty (60) calendar days prior to the requested leave shall be granted a maternity leave for a period not to exceed one (1) year without pay and/or benefits provided in this Agreement. Reinstatement to a position, that he/she is certified and qualified for.

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

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

Applications for sabbatical leave shall be submitted to a committee composed of two (2) members chosen by Local 1 and two (2) members chosen by the Board, and such application shall be accompanied by plans for the use of the sabbatical leave and an exposition of the plan's potential for increasing the applicant's professional competence and such other information as may be required by said committee. Such applications, except in emergencies,

shall be submitted to the committee on or before February 1 preceding the school year in which the sabbatical leave is to commence. The Sabbatical Leave Committee shall make its recommendation to the Board as soon as possible prior to the end of the semester preceding the semester or school year for which such leave is sought.

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

Any person granted a sabbatical leave shall receive one-half (1/2) of his or her salary, full contractual benefits for the period of the leave and, upon return from a sabbatical leave, shall be restored to a position, that he/she is certified and qualified for.

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

Teachers who do not complete their sabbatical leave (except in cases of illness or other emergencies) or who do not use their leave for its designated purpose, shall refund to the Board the pro rata cash equivalent of all fringe benefits received and that portion of the salary paid after the teacher has terminated the sabbatical leave.

I. OFFICER'S LEAVE OF ABSENCE - A leave of absence without pay and without benefits shall be granted by the Board to any teacher upon written request for the purpose of serving in the following offices: President, MEA/NEALocal 1, NEA or MEA officer (president, vice-president, secretary-treasurer). The teacher shall accrue seniority during the leave of absence. Reinstatement of a teacher or teachers returning from such leave of absence shall be for the first day of school following the end of their leave and shall be to a position, that

he/she is certified and qualified for.

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

When a substitute is required for a Local 1 member or members who use any of the above days beyond twenty (20) days, Local 1 shall reimburse the School District for the cost of such substitute. With the exception of the District President and the District Vice-President of Local 1, the maximum number of days that an individual Local 1 member may be released pursuant to this provision shall be ten (10). In addition, the District President shall be permitted a total of twenty (20) days of release time upon request. The District President may be provided additional release time upon the approval of the Superintendent or designee. Also, Local 1 may purchase release time upon the agreement of the Superintendent or designee. (Moved from Page B-4) Local 1 and the Fraser Public Schools District hereby agree that Local 1 shall no longer does not reimburse the District for two (2) hours per day of local union president release time.

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

L. JURY DUTY - In the event a teacher is called to serve on jury duty during the school year, the teacher shall be paid the teacher's daily rate for each teacher workday that the

teacher serves on jury duty. (To facilitate payment, the teacher shall endorse his/her jury duty paycheck to the School District and shall receive his/her regular pay.) In the event a teacher receives jury duty pay in any one calendar year in excess of \$600, Local 1 representatives, School District representatives, and the teacher shall meet to discuss and review the manner of administering jury duty pay.

M. OTHER LEAVES – Subject to FMLA and other law, other leaves of absence may be granted to any teacher by the Board for the following reasons, including, but not limited to: extended illness, family problems, military service, professional improvement, child rearing and career options. An "Other Leaves Committee" shall be established to review requests for such leaves; the Committee shall be comprised of two (2) members selected by Local 1 and two (2) members selected by the Board.

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

Any benefits under the provisions of this Agreement which would otherwise accrue to a teacher granted such leave shall be suspended during the leave of absence. Notwithstanding the foregoing, any teacher who has been granted a leave of absence for professional improvement approved by the appropriate PLC/Steering Committee and administration shall be entitled to a salary increment for the period of the leave. Leaves for professional improvement may be requested only by tenured teachers. The leave may only be requested for one (1) year or less. A

teacher who does not fulfill the program as presented to the Board shall not accrue seniority during the leave.

Leaves granted for the purpose of exploring other career options outside the District may not exceed one (1) school year. Teachers returning from an Other Leave of Absence (except a leave of absence for extended illness) shall be reinstated to a position for which they are certified and qualified, provided they have filed written notice of intent to return on or before April 1st preceding the teacher's anticipated return except for officers' leaves of absences.

N. BEREAVEMENT - Employees shall be granted up to five (5) workdays without loss of pay or use of personal business days to attend a funeral for a death in the employee's or his or her spouse's (which shall include significant other / life partner) immediate family (child(ren), parent, brother, sister, step-parents, daughter-in-law, son-in-law, half-brother, half-sister, grandmother, grandfather, grandchildren, or other relative residing in the employee's household). Documentation of the employee's attendance at the funeral of the death of a family member must be provided if requested by the Director of Human Resources.

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

P. LEAVES OF ABSENCE CHART - See chart on following page for illustration of Article IV.

**P. ARTICLE IV
LEAVES OF ABSENCE**

<u>IV A. PERSONAL LEAVE</u>	<u>IV B. FMLA LEAVE/YEAR</u>	<u>IV C. INCOME PROTECTION</u>	<u>IV D. PREGNANCY RELATED DISABILITY</u>	<u>IV E. MATERNITY IV F. ADOPTION LEAVE</u>	<u>Article IV H. OTHER LEAVES</u>
12 leave days per school year	12 work weeks per calendar year. Individual days or hours as needed.	Begins after 30 calendar days of absence due to illness and/or pregnancy.	Pregnancy-related disability begins when the doctor advises to stop work due to pregnancy and continues through a 45 calendar day recuperation period. May be extended with a doctor's note, if needed.	Up to one year	Up to three years. May be granted for extended illness, family problems, military service, professional improvement, child rearing, or career options.
May accrue a maximum of 120	Benefits guaranteed	If personal leave days are exhausted, pay and benefits will continue less the cost of a substitute.			
Must notify principal & H.R. office if more than 3 consecutive leave days will be used.	Use of paid leave days optional	Calculation is based on teacher's daily rate less the cost of a sub teacher.			
Must first notify the Leave Day Chair for <u>planned</u> absences of more than 3 days.					
Pay? - Yes	Pay? - Only if enough leave days to cover absence	Pay? - After 30 calendar days of absence	Pay? - Yes, if teacher has personal leave days to cover the absence.	Pay? - No	Pay? - No
		Paid daily rate minus cost of substitute teacher	Teacher is eligible for income protection after 30 calendar days of pregnancy related disability.		
Benefits? - Yes	Benefits? - Yes	Benefits? - Yes	Benefits? - Yes	Benefits? - No	Benefits? - No
Return Options?	Return Options?	Return Options?	Return Options?	Return Options?	Return Options?
Return to same position	Return to same position	Return to same position after recovery period	Return to same position after recovery period	One semester or less - Return to same position for which you are certified and qualified Longer than one semester - Return to position for which you are certified and qualified	Return to position for which you are certified and qualified
NOTICE REQUIRED?	NOTICE REQUIRED?	NOTICE REQUIRED?	NOTICE REQUIRED?	NOTICE REQUIRED?	NOTICE REQUIRED?
Yes, if absence is longer than 3 school days	Yes, 30 calendar days, if possible.	No, will begin after 30 calendar days of absence if out of leave days	Yes, must be submitted by doctor, in writing.	Yes, 30 calendar days,	Yes. Submit to FEA Other Leave Committee before April 1 st preceding the school year in which the leave is requested to commence, except in emergencies.

ARTICLE V

TEACHER'S SCHOOL DAY

The teacher's school day shall not exceed (7¼) consecutive hours. The teacher's school day shall start at the time the teacher is required to be at school and shall end at the time the teacher is scheduled to leave school and shall include a lunch period, a preparation period and an average of not more than five (5) hours and twenty (20) minutes of teacher-pupil contact.

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

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

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

A. DUTY-FREE LUNCH – All teachers shall have not less than thirty (30) consecutive minutes for a duty-free lunch period. In no event, however, shall any school be unattended at any time during the day. The administration may approach individual teachers to serve at lunch duty at middle school, which shall be voluntary. If the Administration cannot obtain sufficient numbers of teachers (12) in this matter to serve on lunch duty, the least senior bargaining

unit member(s) in the building may be required to serve lunch duty, or the position may be offered to a non-bargaining unit member. All bargaining unit members serving lunch duty shall give up their duty-free lunch, and receive a stipend of \$2,000.00 per school year. If a bargaining unit member works less than the entire school year on lunch duty for whatever reason, the stipend shall be pro-rated. For high school teachers assigned lunch duty as their long duty during blocks 5 and 6, such teachers' short duty shall be ten minutes, four (4) minutes of which shall be during passing time, and six (6) minutes of which shall be during the blocks of their duty.

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

C. NUMBER OF PREPS - In the event the number of preparations per semester for a secondary teacher exceeds three (3), the teacher may request in writing a meeting with the building principal to discuss and review the number of preparations assigned to the teacher and to consider possible alternatives. The teacher may have a Local 1 representative attend such meeting. Effective for the 1988-1989 school year, secondary classroom teachers shall not be assigned to more than two (2) separate classrooms per semester (except in extenuating circumstances and excluding specialized classrooms or areas, such as laboratories, shops, food service and the like, and excluding special education teachers).

D. EVENING FUNCTIONS – Teachers shall not be required to attend and participate in more than three (3) building-wide evening functions per school year unless compensatory time is

provided. This provision shall not apply to teachers who receive compensation for athletic assignments and/or subject matter related assignments. In each building, the building principal and a committee of three (3) teachers shall meet to discuss and to plan the type of building-wide evening functions to be scheduled during the school year.

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

The District will not offer any Member, comp time. All members will follow the above contract language.

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

G. GENERAL – Any regular teacher under contract who substitutes for another regular teacher under this contract shall be paid at the rate of \$30.00 per hour in addition to his/her regular pay. In the event the regular teacher who is substituting for another regular teacher is required to substitute for less than the full class (excepting absent students) of the absent regular teacher, such regular teacher shall be paid at the rate of Five (\$5.00) Dollars per hour in addition to his/her regular pay. This provision shall not apply when students are temporarily placed in another teacher's class as a result of the camping program or similar activities.

A twenty-four (24) minute afternoon recess for grades 1-6 will be optional at the discretion of individual teachers in each elementary building. Supervision of recess may be

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

ART

40 minutes for grades K through 6

PHYSICAL EDUCATION

40 minutes for grades K through 6

VOCAL MUSIC

40 minutes for grades K through 6

H.E.A.R.T.

(Health Education Awareness Resource Teacher)

40 minutes for grades 1 through 6

21st CENTURY LITERACY

40 minutes for grades 1 through 6

H. CLASS SIZE – The Board shall strive toward ideal classroom pupil-teacher ratios.

In determining such ratios, the Board shall consider among the pertinent factors:

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

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

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

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

At such time as the class size exceeds thirty (30) students the class size limit for more than twenty (20) school days in any one-fourth ($\frac{1}{4}$) of the school year, except choir, band, physical education, home room and study hall classes, the affected elementary teacher shall be paid the sum of \$175.00, and the affected secondary teacher shall be paid the sum of \$35.00 for each student in excess of thirty (30) for each one-fourth ($\frac{1}{4}$) of the school year that said class size is thus exceeded.

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

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

A regular classroom teacher may request a conference in writing with his/her building principal and the Director of Special Education and a Local 1 representative to review and discuss concerns and problems involving the placement of special education students (mainstreaming) in his/her regular classroom excepting speech students, LD-TC students and other students receiving consulting services only. The above conference shall be held within ten (10) workdays from the date the written request is submitted to the building principal and the Director of Special Education, except in emergencies.

I. PART-TIME GUIDELINES

1. A meeting will be held between the affected building principal and teachers prior to the start of the assignment.

2. Part time positions will only be available if deemed necessary by the district. Part time assignments will be reviewed annually by the Human Resources Office.
3. Letters of interest in part time positions must be filed with the Human Resources Office by April 1.
4. The premiums on elected full fringe benefits will be prorated according to Full Time Equivalent (FTE) level and subject to co-pay based on the part time teacher's class schedule.
5. Each individual's salary will be prorated according to their schedule. Salary increments will be adjusted the same as if the teacher were employed full time.
6. Each part time teacher shall receive a full year's seniority.
7. Each part time teacher is required to attend all shall be held responsible for obtaining information disseminated at any staff meetings which he/she is unable to attend due to their schedule.
8. Part time teachers will attend all parent teacher conferences, and PLC meetings: building, grade level, subject matter meetings held on unscheduled work days. Part time teachers may request from their principal to be excused from subject area PLC meetings when they don't apply to their current teaching position. In addition, part time teachers will attend all full day professional development meetings held on unscheduled work days including days scheduled prior to the first day of student attendance in the fall. Compensation will be made for this additional time at the rate of \$25.00/hour.
9. Part time teachers shall assume all duties and responsibilities expected of full-time teachers during the normal school day.

J. RECORDS / PLC COMMON ASSESSMENT –The intent of Records/PLC Common Assessment time is to provide teachers time to gather and record data from Common

Assessments and to mark report cards. Every effort will be made by the building administrators to honor the intent of the staff-driven PLC and not schedule staff meetings during this time.

K. ANCILLARY STAFF SCHEDULE -

Instructional Day:

Secondary ancillary staff follow building schedules.

- Ancillary staff who serve multiple buildings, including secondary buildings within one day will arrange their schedule with the Special Education Director. Otherwise, the day is 8:10 to 3:15.
- Psychologists follow 8:10 to 3:15 unless there is a scheduled meeting on the master calendar.
- Any needed time adjustments need to be arranged with the Special Education Director.

Ancillary staff includes:

- Psychologists, Speech and Language Pathologists, Social Workers and Teacher Consultants.

ARTICLE VI

SENIORITY

A. SENIORITY - Teachers shall accrue seniority in the School District from the date and time the teacher accepts in writing the employment offer (email) from the District, except as otherwise provided in this Agreement.¹⁰ In the event two or more teachers sign contracts on the same date, the time stamped on the email accepting the employment offer shall determine seniority. Teachers who work part-time or in job-sharing positions shall accrue full seniority.

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

¹⁰ Accrual of seniority shall be subject to Article IV, Section J

On or before March 1 of each year, the Board shall provide a seniority list to the President of Local 1 or to his/her designee for all teachers within the bargaining unit. For informational purposes, the seniority list shall show the certification and certificated endorsements as of January 15 of each year for each teacher. It shall be the responsibility of each teacher to process all changes in their certification and to ensure that all updated certification information is forwarded to the School District. This seniority list provision is subject to all of the provisions of this Article.

B. ACCRUAL OF SENIORITY DURING LAYOFF – Teachers who are laid off shall accrue seniority to a maximum of three (3) years during the period such teachers are laid off. After a teacher has accrued a maximum of three (3) years of seniority during the period of layoff, such teacher shall not accrue any additional seniority while on layoff status. In the event that a laid-off teacher is recalled for a period of time and then laid off again, the teacher shall be eligible to accrue additional seniority to a maximum of three (3) years during the period of subsequent layoff.

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

ARTICLE VII

GRIEVANCE PROCEDURE

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

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

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

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

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

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

- a. A grievance may be lodged and thereafter discussed with the principal:
 - (1) by a teacher accompanied by a Local 1 representative,
 - (2) through a Local 1 representative if the teacher so requests,
 - (3) by a Local 1 representative in the name of Local 1.
- b. Within ten (10) school days after receiving the grievance, a principal shall state his decision in writing, together with the supporting

reasons and shall furnish a copy to the aggrieved party and to Local 1.

Upon receipt of the grievance, however, the building principal shall have the option of advancing the grievance immediately to Step 2 within the applicable time period.

Step 2. Within ten (10) school days after receiving the decision of the principal, the aggrieved party may appeal to the Superintendent of Schools. The appeal shall be in writing and shall be accompanied by a copy of the original grievance and the decision at Step 1. Within fifteen (15) school days after receipt of the appeal or after receipt of a grievance, which has been advanced to Step 2 by the building principal, the Superintendent shall communicate his decision in writing, together with the supporting reasons, to the aggrieved party and to Local 1.

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

C. ARBITRATION - If the Board of Education and Local shall be unable to resolve any grievance, and such grievance shall involve an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement, the grievance may be appealed to arbitration within twenty (20) school days after the decision of the Superintendent. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board of Education within said twenty (20) school day period, and if not so delivered, the

grievance shall be abandoned. If the parties are unable to agree upon an Arbitrator, he shall be appointed under the rules of the American Arbitration Association.

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

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

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

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

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

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

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

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

ARTICLE VIII

RESIGNATION, RETIREMENT AND OTHER TERMINATION

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

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

B. **RETIREMENT OR DEATH** - Any teacher retiring in accordance with the Michigan Public School Employees Retirement Act of 1979, as amended, 1980 Public Act 300;

shall be paid a sum of money equal to three-fourths ($\frac{3}{4}$) of his total accumulated leave days (as defined in Article IV) multiplied by his current "daily rate," except that teacher with less than ten (10) years service as of September 1, 2007, will be paid according to the formula below.

In all cases where a teacher's service to the District is terminated by death, his heirs or personal representative shall be paid a sum of money equal to three-fourths ($\frac{3}{4}$) of his total accumulated leave days multiplied by his current "daily rate," except that teacher with less than ten (10) years of service as of September 1, 2007, will be paid according to the formula below.

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

- Those bargaining unit members with less than ten (10) years of service and all those future members first employed after September 1, 2007, shall be paid for three-quarters (75%) of their accumulated leave days up to a maximum of one hundred twenty (120) accumulated leave days at their then "daily rate"²⁰ or the "negotiated" /substitute daily rate in effect as of the date of their retirement or death, on the basis of the following examples.
- Members with nine (9) years of service as of September 1, 2007, would be eligible to accumulate in the years after that date up to one hundred eight (108) leave days for which such members will be paid in the same manner as set forth in paragraph 2 above (that is, at their "daily rate"²¹ -- $108 \times .75 \times \text{teacher's "daily rate"}$ on date of retirement = \$), and up to twelve (12) leave days for which they would receive the then daily substitute rate upon the date of retirement/death ($12 \times .75 \times \text{substitute rate} = \$$).

- Similarly, members with eight (8) years of service as of September 1, 2007, would be eligible to accumulate in the years after that date up to ninety-six (96) leave days for which such members will be paid in the same manner as set forth in paragraph 2 above (that is, at their “daily rate” -- $96 \times .75 \times \text{teacher's daily rate}$ ²¹ on date of retirement = \$), and up to twenty four (24) leave days for which they would receive the then daily substitute rate upon the date of retirement/death ($12 \times .75 \times \text{substitute rate} = \$$), and so on for members with less than ten (10) years of service.
- All members will be eligible to be paid for three/quarters (75%) of up to one hundred twenty (120) leave days at either the “daily rate” as defined in 2003-04 contract (i.e. the rate for pay that their degree and experience credit resulted in them being paid as of the date of their retirement) or the “negotiated”/substitute daily rate depending upon how many years of service. they have as of September 1, 2007.

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

All sums to be paid under Article IX shall be paid in equal installments over a three (3) year period. If the teacher is purchasing retirement credit within thirty (30) days of his/her retirement date, the teacher may elect to receive the first installment payment in an amount equal to the amount to be paid to MPSERS to purchase such retirement credit. The balance shall be paid in equal installments over the next two (2) years.

In all cases where a teacher leaves, retires or terminates his service to the School District, any benefits under the provisions of this Agreement which would otherwise accrue, including the total amount of the teacher's pay for the period of service for the year, shall be determined pro rata by the total number of teacher workdays worked to the total number of teacher workdays¹⁹ in the school year.

ARTICLE IX

MISCELLANEOUS PROVISIONS

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

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

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

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

¹⁹ Workday is defined as any day during which a teacher would have been assigned to work in accordance with the School Calendar.

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

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

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

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

The Board agrees that upon receipt of any Freedom of Information Act ("FOIA") request for information concerning a bargaining unit member's personnel file, it will immediately send a copy of said request to the involved teacher and the Association President. The teacher and/or the Association President shall notify the Human Resource Director within three (3) days of receipt of said notice whether the disclosure of the requested information is objected to by said teacher or the Association. If the involved teacher or the Association objects to disclosure and it is consistent with the statute, the Board shall apply for the ten (10)-day extension of time for disbursement of said information allowed under FOIA. In the event the Board deems it necessary to disburse said information at the end of the 10-day extension pursuant to FOIA, it shall do so unless the teacher or Association procures a proper court order restraining the Board from disbursing said information.

F. LOCAL 1 REPRESENTATIVE – Teachers may have a Local 1 representative present at meetings or conferences between the teacher and the Administrator held for the purpose of discussing a written evaluation report pursuant to Section 3 above.

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

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

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

J. See Appendix D-22 for JUST CAUSE, which is applicable to Non-Tenure Act positions.

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

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

M. NATIONAL HEALTH INSURANCE AND WAGE AND PRICE CONTROL REOPENING CLAUSE - In the event a National Health Insurance Program is instituted by

action of Congress or any governmental agency during this Agreement, Article III, Section A, of this Agreement shall be reopened for purposes of negotiation upon the request of either party to this Agreement. In addition, in the event any salary/wage or benefit of this Agreement is nullified or modified as a result of the institution or reinstatement of any form of wage and benefit controls by any governmental agency, those provisions of the Agreement affected by such governmental action shall be reopened for negotiation upon the request of either party to this Agreement.

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

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

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

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

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

S. STUDENT SERVICES

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

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

T. STAFFINGS - EDUCATIONAL CONCERNS

Staffings are composed of groups of educators within each school building who meet to discuss and attempt to resolve issues pertaining to students who are posing educational concerns. The committee composition is decided on a case-by-case basis and is dependent upon the nature of the student's problem. At a minimum, the committee includes the classroom teacher and the building principal or his/her designee. Other educators who have knowledge of and/or expertise pertaining to the nature of the student's problem may be included such as special

teachers (art, music, etc.), reading consultant, math consultant, school social worker, speech therapist, counselor, and psychologist. Staffings may be requested by a teacher or building administrator. Staffings shall attempt to reach consensus on strategies to remedy the concerns, and shall periodically reconvene to evaluate the same. The Committee may, upon its own initiative, consider matters set forth in Section 2(a) of this provision, provided that there is agreement among a majority of the Committee members to consider such matters.

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

V. DISTRICT-WIDE PROFESSIONAL LEARNING COMMUNITY STEERING COMMITTEE

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

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

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

Meetings of PLCs shall take place during scheduled professional development time (for example, on early release days) and at such other times as determined by the PLCs. It is understood and agreed that participation in the PLC may be used to satisfy teacher qualification requirements of the No Child Left Behind Act 2002. PLCs and/or Steering Committees provided for herein shall NOT have any authority to alter, amend, modify, or change in any way wages,

hours, terms, or conditions of employment established under the collective bargaining agreement without the prior written consent of the Parties.

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

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

X. MENTORS The District will then assign mentors to no more than one teacher per mentor teacher to meet the requirements of Section 1526 of the School Code, MCLA 380.1526.

1. The purpose of the mentor is to offer assistance, resources and information to a new probationary teacher.
2. Participation as a mentor teacher shall be voluntary.
3. In assigning a bargaining unit member as a mentor, consideration will be given to the bargaining unit member's area of certification and building assignment.

4. A mentor assignment shall be for a minimum of one semester, which assignment may be renewed.
5. Neither the mentor nor the mentee shall be permitted to participate in any matter related to the evaluation of the other.
6. The District will provide released time for bargaining unit members acting as mentors.
7. The District shall consider scheduling the bargaining unit mentor and assigned probationary teacher with a common preparation time.
8. Bargaining unit members who work as mentors shall receive a yearly stipend as set forth in the Extracurricular Salary Schedule (one-half of that amount for one semester).

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

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

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

Z. SPECIAL EDUCATION WAIVERS Decisions regarding school district applications for a waiver(s) from Department of Education administrative rules will involve the

Association and members whose jobs will be affected by the waiver(s). The decision to request a waiver(s) will take into consideration factors such as student performance and quality of services, parental/community support, and employee working conditions.

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

ARTICLE X

STATEMENT ON ACADEMIC FREEDOM

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

"Academic Freedom" includes:

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

ARTICLE XI

GENERAL PROVISIONS

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

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

Copies of this Agreement shall be posted on the district website.

The Union shall receive five (5) bound copied of the agreement for their files that shall be provided within sixty (60) calendar days after the date of the final ratification.

ARTICLE XII

DURATION OF AGREEMENT

This Agreement shall continue in effect for a period commencing on July 1, 2021, and ending June 30, 2024.

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

FOR THE BOARD OF EDUCATION
FRASER PUBLIC SCHOOL DISTRICT

FOR THE ASSOCIATION

Carrie Wozniak
Superintendent

[Signature]
President, MEA/NEA Local 1

3/9/22
Date

3/9/22
Date

President, MEA/NEA Local 1 FEA

Date

Ratified by the Board of Education of Fraser Public Schools District on:
Date: August 6, 2021

Ratified by the MEA-NEA, Local 1, FEA on:
Date: August 2, 2021

EXHIBIT A

FRASER PUBLIC SCHOOLS
TEACHER SALARY SCHEDULES

2021-2022					
Step	BA	MA	MA-15	MA-30	PHD
1	\$40,867	\$47,324	\$48,507	\$50,205	\$51,205
2	\$42,502	\$49,217	\$50,447	\$52,213	\$53,213
3	\$44,202	\$51,186	\$52,466	\$54,302	\$55,302
4	\$45,970	\$53,233	\$54,564	\$56,474	\$57,474
5	\$47,809	\$55,363	\$56,747	\$58,733	\$59,733
6	\$49,721	\$57,577	\$59,016	\$61,082	\$62,082
7	\$51,710	\$59,880	\$61,377	\$63,525	\$64,525
8	\$53,778	\$62,275	\$63,832	\$66,066	\$67,066
9	\$55,929	\$64,766	\$66,385	\$68,708	\$69,708
10	\$58,166	\$67,356	\$69,040	\$71,456	\$72,456
11	\$60,493	\$70,051	\$71,802	\$74,315	\$75,315
12	\$62,913	\$72,853	\$74,674	\$77,288	\$78,288
13	\$65,430	\$75,768	\$77,662	\$80,380	\$81,380
14	\$68,047	\$78,798	\$80,768	\$83,595	\$84,595
15	\$70,769	\$81,951	\$84,000	\$86,940	\$87,940

2022-2023 (1.25% Increase)					
Step	BA	MA	MA-15	MA-30	PHD
1	\$41,378	\$47,916	\$49,114	\$50,833	\$51,833
2	\$43,033	\$49,832	\$51,078	\$52,866	\$53,866
3	\$44,754	\$51,825	\$53,121	\$54,980	\$55,980
4	\$46,544	\$53,898	\$55,245	\$57,179	\$58,179
5	\$48,406	\$56,054	\$57,455	\$59,466	\$60,466
6	\$50,342	\$58,296	\$59,753	\$61,844	\$62,844
7	\$52,356	\$60,628	\$62,144	\$64,319	\$65,319
8	\$54,450	\$63,053	\$64,629	\$66,891	\$67,891
9	\$56,628	\$65,575	\$67,214	\$69,566	\$70,566
10	\$58,893	\$68,198	\$69,903	\$72,350	\$73,350
11	\$61,249	\$70,926	\$72,699	\$75,243	\$76,243
12	\$63,699	\$73,763	\$75,607	\$78,253	\$79,253
13	\$66,247	\$76,714	\$78,632	\$81,384	\$82,384
14	\$68,897	\$79,783	\$81,778	\$84,640	\$85,640
15	\$71,653	\$82,974	\$85,048	\$88,025	\$89,025

2023-2024 (1.25% Increase)					
Step	BA	MA	MA-15	MA-30	PHD
1	\$41,895	\$48,514	\$49,727	\$51,467	\$52,467
2	\$43,571	\$50,455	\$51,716	\$53,526	\$54,526
3	\$45,314	\$52,474	\$53,786	\$55,669	\$56,669
4	\$47,127	\$54,573	\$55,937	\$57,895	\$58,895
5	\$49,012	\$56,756	\$58,175	\$60,211	\$61,211
6	\$50,972	\$59,026	\$60,502	\$62,620	\$63,620
7	\$53,011	\$61,387	\$62,922	\$65,124	\$66,124
8	\$55,131	\$63,842	\$65,438	\$67,728	\$68,728
9	\$57,336	\$66,395	\$68,055	\$70,437	\$71,437
10	\$59,629	\$69,050	\$70,776	\$73,253	\$74,253
11	\$62,014	\$71,812	\$73,607	\$76,183	\$77,183
12	\$64,495	\$74,685	\$76,552	\$79,231	\$80,231
13	\$67,075	\$77,673	\$79,615	\$82,402	\$83,402
14	\$69,758	\$80,780	\$82,800	\$85,698	\$86,698
15	\$72,548	\$84,011	\$86,111	\$89,125	\$90,125

SALARY PLACEMENT

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

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

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

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

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

Masters + 15 Hours - A teacher who has completed at least fifteen (15) semester hours of university approved graduate study in his/her area of certification / endorsement shall be placed on Schedule III. If said hours are outside of the teacher's area of certification / endorsement a teacher who is seeking to qualify under this provision shall obtain the prior approval of the Director of Human Resources for such hours. Upon prior approval of the Director of Human Resources, undergraduate hours which are part of an advanced degree plan or program beyond the M.A. may be included within the fifteen (15) hours. In addition, hours earned by a teacher beyond a Masters Degree which have been required by the School District and for which prior approval has been granted by the Director of Human Resources shall qualify as part of the required fifteen (15) hours under this provision. Additionally, all bargaining unit members whose Masters Degree requires 45 credit hours or more, but less than 60 credit hours shall be placed at the Masters 15 lane of the salary schedule.

Masters + 30 Hours - A teacher who has obtained an Education Specialist Degree or who has completed at least thirty (30) semester hours of university approved graduate study in his/her area of certification / endorsement, area of responsibility or toward an advanced degree beyond a Masters Degree, which may include a second Masters Degree, shall be placed on Schedule IV. If said hours are outside of the teacher's area of certificated endorsement or are not part of a university approved advanced degree program, a teacher who is seeking to qualify

under this provision shall obtain the prior approval of the Director of Human Resources for such hours. Upon prior approval of the Director of Human Resources, undergraduate hours which are part of an advanced degree plan or program beyond the M.A. may be included within the thirty (30) hours. In addition, hours earned by a teacher beyond a Masters Degree which have been required by the School District and for which prior approval has been granted by the Director of Human Resources shall qualify as part of the required thirty (30) hours under this provision. Additionally, all bargaining unit members whose Masters Degree requires more than 60 credit hours shall be paced at the Masters 30 lane of the salary schedule.

For all salary placement purposes, "university" shall be defined to mean any accredited institution recognized by the U.S. Department of Education, which is empowered by law to grant Baccalaureate or Advanced Degrees, and directly provides curriculum, instruction and assessment to the students enrolled within the courses in which the teacher is enrolled.

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

General - Teachers shall be placed upon the appropriate salary schedule, prospectively (within the current school year), when verification of the degree or hours earned has been submitted to the Director of Human Resources.

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

Teachers covered by the terms of this Agreement who are employed on a regular, part-time basis shall receive salary and benefits (including longevity) in accordance with the terms of this Agreement on a pro rata basis. If regular, part-time teachers elect not to pay the difference between the prorated cost of the insurance coverage provided in Article III and the actual cost, the teacher shall not receive such benefits, nor shall the Board reimburse the teacher

for the prorated amount of the insurance premiums. The proration of benefits shall be based both upon the number of hours such part-time teachers work each day of the total teacher's workday and the number of days such teachers work of the total number of teacher workdays in a school year.

EXTRACURRICULAR SALARY SCHEDULE

Beginning in the 2001-2002 school year, in addition to the salary set forth in the preceding Salary schedule, a teacher assigned one of the following extracurricular activities (Athletic/Subject-Matter Related Assignments), which are performed in addition to the regular teaching assignment, shall receive the additional sum of money computed by multiplying the percentage set opposite his/her respective assignment to that salary on the Step of Column I, II or IV of the Salary Schedule, as determined by the teacher's degree level/salary track, and years of actual District experience in the specific assigned sport or subject-matter activity.

Examples:

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

B. A. Salary Step 0 x 7%

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

M. A. Salary Step 4 x 9%

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

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

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

B. A. Salary Step 0 x 5%

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

M. A. Salary Step 5 x 5%

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

M. A. Salary Step 10 x 5%

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

ATHLETIC ASSIGNMENTS

<u>Fall</u>	<u>Percentage</u>
Cross Country - Head Coach	7
Cross Country - Assistant Head Coach	5
Cross Country - Middle School (Boys / Girls)	3
Football - Varsity Head Coach	10
Football - Varsity Assistant Coach	8
Football - J.V. Head Coach	8
Football - J.V. Assistant Coach	7
Football - Freshman Head Coach	7
Football - Freshman Assistant Coach	6
Football - 8th Grade Head Coach	5
Football - 7th Grade Head Coach	5
Girls Varsity Golf – Head Coach	5
Boys’ Varsity Soccer – Head Coach	8
Boys’ J.V. Soccer – Head Coach	6
Volleyball - Varsity Head Coach	9
Volleyball - J.V. Head Coach	6.5
Volleyball - Freshman Head Coach	5
Volleyball - 8th Grade Head Coach	5
Volleyball - 7th Grade Head Coach	5
Boys’ Varsity Tennis – Head Coach	7
Boys’ J.V. Tennis – Head Coach	5
Girls’ Varsity Swimming – Head Coach	9
Girls’ Varsity Swimming – Assistant Head Coach	6.5
Varsity Football Cheerleading – Head Coach	4.5
J.V. Football Cheerleading – Head Coach	3.5
9 th Grade Football Cheerleading – Head Coach	3
Middle School Sideline Cheer (Girls)	3

<u>Winter</u>	<u>Percentage</u>
Boys' Varsity Basketball - Head Coach	10
Boys' J.V. Basketball - Head Coach	8
Boys' Freshman Basketball - Head Coach	7
Boys' 8th Grade Basketball - Head Coach	5
Boys' 7th Grade Basketball - Head Coach	5
Girls' Varsity Basketball - Head Coach	10
Girls' J.V. Basketball - Head Coach	8
Girls' Freshman Basketball - Head Coach	7
Girls' 8th Grade Basketball - Head Coach	5
Girls' 7th Grade Basketball - Head Coach	5
Varsity Hockey - Head Coach	9
Varsity Gymnastics - Head Coach	7
J.V. or Freshman Gymnastics - Head Coach	5
Varsity Wrestling - Head Coach	9
J.V. Wrestling - Head Coach	6.5
Freshman Wrestling - Head Coach	5
Middle School Wrestling – (Boys / Girls)	3
Boys' Varsity Swimming - Head Coach	9
Boys' Varsity Swimming - Assistant Head Coach	6.5
Varsity Basketball Cheerleading - Head Coach	4.5
J.V. Basketball Cheerleading - Head Coach	3.5
9 th Grade Basketball Cheerleading - Head Coach	3
Middle School Competitive Cheer (Girls)	3

<u>Spring</u>	<u>Percentage</u>
Varsity Baseball - Director / Head Coach	9
J.V. Baseball - Head Coach	6.5
Freshman Baseball - Head Coach	5
Varsity Softball - Director / Head Coach	9
J.V. Softball - Head Coach	6.5
Freshman Softball – Head Coach	5
Girls’ Varsity Soccer - Head Coach	8
Girl’s J.V. Soccer - Head Coach	6
Boys’ / Girls’ Varsity Track - Director / Head Coach	9
Boys’ / Girls’ Varsity Track – Assistant Head Coach	6.5
Boys’ / Girls’ Freshman Track - Head Coach	5
Boys’ / Girls’ 7 th & 8 th Grade Track – Head Coach	5
Girls’ Varsity Tennis – Head Coach	7
Girls’ J.V. Tennis – Head Coach	5
Boys’ Varsity Golf – Head Coach	5
Boys’ J. V. Golf – Head Coach	3
Middle School Swimming (Boys / Girls)	3
<u>Full Year</u>	
Dance Team – Head Coach	5
Drill Team Coach	5
Intramurals	4

SUBJECT-MATTER RELATED ASSIGNMENTS

	<u>Percentage</u>
Instrumental Teacher High School includes High School Symphony/Concert Band Programs - all activities	5
High School Stage Band including musicals (vocal and instrumental)	2
High School Pep Band	2
High School Marching Band Director	4
High School Marching Band Assistant Director	3
High School Marching Band Assistant Coordinator	2
High School National Honor Society	4
Instrumental Teacher, Middle School	5
Instrumental Teacher, Elementary	3
Vocal Music Teacher, High School	5
Vocal Music Teacher, Richards Middle School	4
Vocal Music Teacher, Elementary (pro-rated by assignment)	6
Co-Op Training Program Coordinators	3
Play Director, Spring Play Musical	4
Play Director, Fall Play	3
Assistant Director, Spring and Fall Plays	2
Quiz Bowl	3.5
Newspaper, High School	5
Yearbook, High School	5
Yearbook, 7th and 8th Grades	4
Department Head 3 to 5 Teachers per Department	3
Department Head 6 to 9 Teachers per Department	4
Department Head 10 to 12 Teachers per Department	5
Department Head 13 to 17 Teachers per Department	6
Department Head ²³ 18 or more Teachers per Department	6
High School (M.E.A.P. Coordinator)	3 (each)
Department Head, Instrumental, Grades 5-12	3

²³ The Department Head of a department with 18 or more teachers shall be released one (1) teaching period per school day in addition to the above percentage.

Elementary Safety Patrol	3
Elementary Service Squad	3
Mobile Device Management, Grades 7 -12	5
Secondary Class Advisors	
9 th Grade	2
10th Grade	2
11th Grade	3
12th Grade	4
Senior High Student Council	7
Middle School Student Council	
Howard C. Richards Middle School	4
Elementary Student Council	3
Elementary Teacher in Charge ²⁴	3
Auditorium Director	4
Honors Advisor	2
Science Coordinator – Elementary School	2
S.T.A.N.D.	2
Builder’s Club	2
Young Knights	3
Forensics	3.5
S.A.D.D.	2
High School Fund-Raising Coordinator	3
Mentors	1.5
Middle School Show Choir	2
Middle School Jazz Band	2
Elementary Jazz Band	2

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

²⁴ At the beginning of each school year, the Elementary Principal shall appoint a Teacher in Charge for each elementary school building.

UNDESIGNATED SUPPLEMENTAL PAY

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

The monies available to each building would be as follows:

2021-22 and beyond:

Elementary (each)	4% of BA – 1
Richards	8% of BA – 1
Fraser High	16% of BA - 1

SUMMER SCHOOL AND SUPPLEMENTAL SERVICES - Beginning 2021, all teachers who have obtained a Baccalaureate Degree and possess a Professional, Continuing, Provisional, Permanent or Life Certificate shall receive \$40.00 per class hour for teaching Summer School Classes or Supplemental Services.

ADULT EDUCATION PAY²⁵ - All teachers who have obtained a Baccalaureate Degree and possess a Professional, Continuing, Provisional, Permanent or Life Certificate shall receive \$20.00 per class hour per class hour for teaching Adult Education Classes.

CONTINUING EDUCATION PAY²⁶ - All teachers who have obtained a Baccalaureate Degree and possess a Professional, Continuing Provisional, Permanent or Life Certificate shall receive \$20.00 per class hour for teaching Continuing Education Classes.

OPTIONAL PAY PRIVILEGE - All teachers have the option of receiving their pay on a twenty (20) or twenty-four (24) installment basis. The Board will indicate paydays on the official School Calendar prior to the commencement of the school year.

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

²⁵ These provisions shall be abated during the period the Adult and Continuing Education programs are administered by another school district. In the event Fraser Public Schools resumes administration of those programs, the contractual provisions for adult and continuing education pay shall be reinstated.

²⁶ Same as Footnote 25.

LETTER OF INTENT
FUTURE ANNEXATION/CONSOLIDATION

Annexation, Consolidation, or Other Reorganization/Transfer of Function

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

Agreed to this date:

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

BY Richard Repicky
Richard Repicky, Superintendent

DATE: 3-27-07

FOR THE MEA-NEA, LOCAL 1

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

DATE: 3/27/07

FOR THE FRASER EDUCATION ASSOCIATION

BY Martha Pichla
Martha Pichla, President, FEA

DATE: 3-27-07

EXHIBIT C

2021-2022 CALENDAR

AUGUST	3	Welcome Back Breakfast – Staff Only
SEPTEMBER	1	District-Provided Professional Development
	2-6	Labor Day Recess
	7	First Day of School for Students FHS & RMS Full Day Elementary Half Day (11:30 a.m. start time)
	15	All Levels Early Release – District-Provided Professional Development
	16	RMS Meet the Teacher
	23	FHS Meet the Teacher
OCTOBER	1	FHS & RMS Early Release – District-Provided Professional Development Homecoming
	6	Count Day
	13	All Levels Early Release – District-Provided Professional Development
	21	RMS Half Day – Afternoon (1-4 p.m.) and Evening (5-8 p.m.) Conferences
	29	All Levels Early Release – District-Provided Professional Development
NOVEMBER	2	No School All Levels – Election Day – District-Provided Professional Development
	5	RMS End of First Card Marking
	8	RMS First day of Second Card Marking
	18	FHS Half Day – Afternoon (1-4 p.m.) and Evening (5-8 p.m.) Conferences
	24-26	Thanksgiving Break
	29	School Resumes
DECEMBER	2	Elementary Half Day – Records
	3	Elementary Half Day – Records – End of First Trimester
	8	Elementary Full Day – Evening (4:30 – 7:30 p.m.) Conferences
	9	Elementary Half Day – Afternoon (1-3:30 p.m.) & Evening (4:30-7:30 p.m.) Conferences
	23-JAN 3	Winter/Holiday Break
JANUARY	4	School Resumes
	11	All Levels Early Release – District-Provided Professional Development
	17	No School All Levels – Martin Luther King, Jr. Day
	18	FHS Exams (Block 4/9) – Full Day of School
	19	FHS Half Day – Exams (Block 1&2) – Records
	20	FHS Half Day – Exams (Blocks 3&6) – Records RMS Half Day – Records
	21	FHS Half Day – Exams (Blocks 7&8) – Records – End of First Semester RMS Half Day – Records, End of First Semester
	24	RMS & FHS First Day of Second Semester

FEBRUARY	2	Early Release All Levels – District-Provided Professional Development
	9	Count Day
	10	8 th Grade Parent Night at FHS
	21	Mid-Winter Break
	22	School Resumes
		6 th Grade Parent Night at RMS
MARCH	3	Elementary Half Day – Records
	4	Elementary Half Day – End of Second Trimester
	7	Elementary First Day of Third Trimester
	10	Elementary Half Day – Afternoon (1-3:30 p.m.) & Evening (4:30-7:30 p.m.) Conferences
	17	RMS Half Day – Afternoon (1-4 p.m.) and Evening (5-8 p.m.) Conferences
	24	FHS Half Day – Afternoon (1-4 p.m.) and Evening (5-8 p.m.) Conferences
	25	RMS Early Release – End of Third Card Marking – 2 Hours of Records Time
	28	RMS First Day of Fourth Card Marking
APRIL	4-8	Spring Break
	11	School Resumes – RMS First day of Fourth Card Marking
	13	FHS – SAT Testing – 10 th & 11 th Grades Only – Students dismissed at 12:30 p.m.
	14	FHS – SAT Testing – 9 th & 11 th Grades Only – Students dismissed at 11 a.m.
	15	No School All Levels – Good Friday
	26	All Levels Early Release – District-Provided Professional Development
MAY	6	FHS Early Release – Prom District-Provided Professional Development
	10	RMS & Elementary Early Release – District-Provided Professional Development
	19	All Levels Early Release – District-Provided Professional Development
	27	Seniors’ Last Day
	30	No School All Levels – Memorial Day
JUNE	8	FHS Exams (Blocks 1, 2 & 3) – Full Day of School
	9	FHS Half Day – Exams (Block 4/9 & 6) – Records Elementary Half Day – Records
	10	FHS Half Day – Exams (Blocks 7&8) – Students Dismissed at 10:36 a.m. – Records RMS Half Day – Students Dismissed at 11:30 a.m. – Records Elementary Half Day – Students Dismissed at 12:15 p.m. – Records

Time Key for All Levels

	Elementary	Richards Middle	Fraser High School
Regular Hours	8:35 a.m. – 3:30 p.m.	8:05 a.m. – 2:50 p.m.	7:30 a.m. – 2:18 p.m.
Early Release	8:35 a.m. – 1:30 p.m.	8:05 a.m. – 12:30 p.m.	7:30 a.m. – 11:44 a.m.
Half Day	8:35 a.m. – 12:00 p.m.	8:05 a.m. – 11:35 a.m.	7:30 a.m. – 10:46 a.m.

C-3
PAY DATES

JULY	13 30	For 24 pay teachers For 24 pay teachers
AUGUST	15 30	For 24 pay teachers For 24 pay teachers
SEPTEMBER	15 30	
OCTOBER	14 28	
NOVEMBER	15 30	Supplemental / Longevity
DECEMBER	15 30	
JANUARY	13 30	Supplemental / Longevity
FEBRUARY	15 29	
MARCH	15 30	Supplemental / Longevity
APRIL	13 30	
MAY	15 30	
JUNE	15 29	Supplemental / Longevity Contract balance for lump sum - 20 pay teachers

Appendix D

This Appendix is included to implement the parties' Letter of Understanding regarding Public Act 103 of 2011 as well as applicable law and "Best Practices" legislation. PA 103 made specific items related to layoff and recall, discipline, assignment, evaluation, and merit pay prohibited subjects of bargaining for certificated bargaining unit members in positions requiring certification and whose employment is regulated by the Michigan Teacher Tenure Act, MCL 38.71 et al. Effective September 1, 2014, all of the following contract provisions have been removed from the provisions of the Master Agreement that apply to bargaining unit members who are subject to the Teacher Tenure Act on the basis that they are prohibited subjects of bargaining as noted above, and shall not apply to such members. However, they are included herein, as they shall continue to apply to bargaining unit members whose employment is not governed by the Teacher Tenure Act.

ARTICLE I

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

ARTICLE VI

VACANCIES, ASSIGNMENTS, REASSIGNMENTS AND TRANSFERS

A. VACANCIES

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

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

3. Filling of Vacancies - No vacancy, as defined above, will be filled within ten (10) calendar days from the date of posting, except in cases of emergency and except for vacancies occurring between June 15 and the first day of school in September, when school is

not in session. In filling vacancies, as defined above, the Board shall first consider the applications and qualifications of teachers presently employed by the District.

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

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

B ASSIGNMENTS

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

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

In the event the number of preparations per semester for a secondary teacher exceeds three (3), the teacher may request in writing a meeting with the building principal to discuss and review the number of preparations assigned to the teacher and to consider possible alternatives. The teacher may have a Local 1 representative attend such meeting. Effective for the 1988-1989 school year, secondary classroom teachers shall not be

assigned to more than two (2) separate classrooms per semester (except in extenuating circumstances and excluding specialized classrooms or areas, such as laboratories, shops, food service and the like, and excluding special education teachers).

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

C. REASSIGNMENTS –

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

2. Procedure:

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

(1) Elementary (K-6) - In the event of reassignments, the lowest senior teacher or teachers in the building or subject-matter areas² being reduced shall be reassigned, provided they are certified and qualified (as defined in Article VII and, where

² Special area teachers who are being considered for reassignment shall first have the option of being assigned to a position in another special area (K-6) for which they have seniority, certification and qualifications required for such special area. Qualifications for Special education and special area positions shall be deemed to include applicable state and federal requirements for such positions.

applicable, appropriate majors or minors required for special areas) for the position to which they are being reassigned.

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

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

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

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

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

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

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

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

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

3. Return Option - Teachers who have been reassigned from one building to another building or from one full department to another full department shall have the option of returning to their former position if it becomes vacant between June 15 and September 15 within the following 3 years and would not otherwise deprive a teacher on the recall list of a position. Prior to the end of the school year, reassigned teachers who desire to be eligible for the above return option shall advise the office of the Director of Human Resources of an address where they may be reached during the above period. Upon written notification of the availability of their former position, such reassigned teachers shall have ten (10) days to notify the office of the Director of Human Resources that they desire to return to their former positions. In addition, teachers³ who have been reassigned from one

³ This provision shall not apply to elementary teachers (K-6) who have been reassigned from one elementary classroom position to another elementary classroom position.

building to another building or from one full department to another full department shall have the option, except in extenuating circumstances⁴, of returning to their former position if it becomes vacant during the school year between September 15 and April 1 within the following 3 years and would not otherwise deprive a teacher on the recall list of a position. If a teacher exercises a return option between September 15 and April 1 in any school year, the position which such teacher vacates shall not be subject to this return option on the part of any other secondary teacher. Whenever possible, a return option shall be exercised at a natural break, such as the end of a card marking period and/or the end of a semester.

4. General:

a. No teacher shall be reassigned unnecessarily.

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

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

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

⁴ In the event of the occurrence of extenuating circumstances, the Board and Local 1 representatives shall meet to discuss and review the extenuating circumstances.

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

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

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

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

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

ARTICLE VII

SENIORITY, LAYOFF AND RECALL

A. **SENIORITY** - Teachers shall accrue seniority in the School District from the date the teacher signs an employment contract with the District, except as otherwise provided in

this Agreement⁵. In the event two or more teachers sign contracts on the same date, the time stamped on the contract shall determine seniority for teachers employed after the 1974-1975 school year. Teachers who work part-time or in job-sharing positions shall accrue full seniority.

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

On or before March 1 of each year, the Board shall provide a seniority list to the President of Local 1 or to his/her designee for all teachers within the bargaining unit. For informational purposes, the seniority list shall show the certification and certificated endorsements as of January 15 of each year for the seventy-five (75) teachers on the seniority list with the lowest seniority. It shall be the responsibility of each teacher to process all changes in their certification and to ensure that all updated certification information is forwarded to the School District. This seniority list provision is subject to all of the provisions of this Article.

B. LAYOFF

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

2. Procedure - In the event of a layoff, the order of reduction shall be: first, temporary employees, next, probationary teachers according to qualifications⁶, certification and seniority in the District, and, next, tenure teachers according to qualifications⁷, certification and seniority in the District in accordance with the following procedure:

⁵ Accrual of seniority shall be subject to Article IV, Section G, Article VII, Section B(5) and Article VII, Section C.

⁶ A teacher shall be deemed qualified under this Article if he/she has appropriate certification and meets applicable state and federal requirements for such positions.

⁷ Same as Footnote 11.

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

b. The Superintendent or his designee shall identify the lowest seniority teachers on the seniority list equal in number to the number of positions proposed to be eliminated. Low seniority teachers so identified, who are assigned to a position to be eliminated, shall be laid off by the Board.

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

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

e. Any teacher who has been displaced by the above procedures who is one of the low seniority teachers identified in Subparagraph (b) above shall be laid off. If a displaced teacher is not one of the low seniority teachers identified in accordance with Subparagraph (b) above, the procedures set forth in Subparagraphs (c) and (d) above shall be applied to such teacher until the requisite numbers of layoffs have been affected. Following implementation of the above procedures, teachers for whom there are no positions available shall be laid off.

f. In the event that the above procedures result in the potential layoff of a teacher who has more seniority than ten (10%) percent of the number of existing teaching staff as determined from the seniority list, but excluding teachers on the recall list from prior layoffs, the Superintendent or his designee shall make reassignments of teachers according to certification and qualifications⁸ if such reassignments will result in the retention of such teacher, subject to certification and qualifications⁹. The Superintendent or his designee shall not be required to make reassignments for the retention of any teacher, except as otherwise provided in Subparagraph (c), who does not have more seniority than ten (10%) percent of the existing teaching staff, excluding teachers on the recall list from prior layoffs.

3. Notification - In the event the effective date of a teacher's layoff occurs during the school year when school is in session, the affected teacher shall be provided

⁸ Same as Footnote 11.

⁹ Same as Footnote 11.

with written notice of the effective date of his/her layoff at least twenty (20) calendar days prior to the effective date of the layoff.

4. Change in Certification - For purposes of Section B of this Article, teachers who have completed additional credit courses resulting in a change in their certification shall submit verification of such changes to the Director of Human Resources on or before February 15 of each school year. Such verification shall consist of the change in endorsement or endorsements from the State Department of Education or a letter from the college or university in which the additional credits were earned verifying successful completion of the course work and the recommendation for the change in certification, subject to confirmation and acceptance by the State Department of Education.

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

C. RECALL - Any teacher whose services are terminated because of a necessary reduction in Human Resources shall be appointed to the first vacancy for which the teacher has seniority and is qualified¹⁰. In order to facilitate the recall of laid-off teachers on the basis of seniority, the Superintendent or his designee shall, whenever possible, reassign teachers whose seniority ranking places them in a group of the lowest seniority teachers equal in number

10

Same as Footnote 11.

to ten (10%) percent of the existing teaching staff as determined from the seniority list, but excluding teachers on the recall list from prior layoffs, based upon such teachers' certifications and qualifications¹¹. A recalled teacher must have the appropriate certification and qualifications¹² for the vacancy resulting from the making of such reassignments. In addition, such reassignments of teachers in the above-defined group must be to a vacant position and, if no vacant position exists, the Superintendent or his designee shall not be required to make such reassignments except as otherwise provided in this section. Teachers shall be notified of recall by certified letter or email, with a copy to Local 1. Within twenty (20) days (during the summer when school is not in session) or within ten (10) days (after September 1, but prior to the end of the school year) from the date the recall notice was mailed or sent to the affected teacher, the teacher shall notify the Board by email or certified mail that he/she will return to the District. In the event a teacher is recalled during the school year after September 1, 1985, and the teacher has signed a Teacher's Employment Agreement and is working in a Michigan public school district, the teacher may refuse the recall and still retain eligibility for future recall to a vacancy for which the teacher has seniority and is qualified¹³. A teacher who has refused recall under such circumstances shall not accrue any seniority following the date of refusal but shall retain all accrued seniority earned at the date of refusal, subject to the provisions of the Collective Bargaining Agreement. If such teacher is subsequently recalled to a vacancy and accepts the recall, the teacher shall then accrue seniority in accordance with the applicable provisions of the Collective Bargaining Agreement. Except as provided above, teachers who refuse recall and/or who do not notify the Board within the 20-day or the 10-day period, whichever is applicable, shall be deemed to have terminated their employment with the School District and shall be

11 Same as Footnote 11.

12 Same as Footnote 11.

13 Same as Footnote 11.

removed from the recall list. A laid-off teacher must notify the Board Office of any changes in his or her address.

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

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

ARTICLE VIII

GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

- (1) by a teacher accompanied by a Local 1 representative,
- (2) through a Local 1 representative if the teacher so requests,
- (3) by a Local 1 representative in the name of Local 1.

b. Within ten (10) school days after receiving the grievance, a principal shall state his decision in writing, together with the supporting reasons and shall furnish a copy to the aggrieved party and to Local 1. Upon receipt of the grievance, however, the building principal shall have the option of advancing the grievance immediately to Step 2 within the applicable time period.

Step 2. Within ten (10) school days after receiving the decision of the principal, the aggrieved party may appeal to the Superintendent of

Schools. The appeal shall be in writing and shall be accompanied by a copy of the original grievance and the decision at Step 1.

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

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

C. ARBITRATION - If the Board of Education and Local 1 shall be unable to resolve any grievance, and such grievance shall involve an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement or an alleged arbitrary discharge of a teacher, the grievance may be appealed to arbitration within twenty (20) school days after the decision of the Superintendent. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board of Education within said twenty (20) day period, and if not so delivered, the grievance shall be abandoned. If the parties are unable to agree upon an Arbitrator, he shall be appointed under the rules of the American Arbitration Association.

The Arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of close of the

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

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

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

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

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

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

The time limits specified in this procedure may be extended in any specific instance by mutual written agreement. During the summer break period when school is

not in session, all grievance procedure time limits which are expressed in terms of school days shall be expressed in terms of weekdays and shall not include Saturdays, Sundays or holidays for purposes of the computation of grievance procedure time limits. Failure of the Board to report any decision within the specified time limit at any step of the Grievance Procedure shall automatically move the grievance to the next step in the Grievance Procedure.

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

ARTICLE X.
MISCELLANEOUS PROVISIONS

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

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

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

The Board agrees that upon receipt of any Freedom of Information Act ("FOIA") request for information concerning a bargaining unit member's personnel file, it will immediately send a copy of said request to the involved teacher and the Association President. The teacher and/or the Association President shall notify the Human Resources director within three (3) days of receipt of said notice whether the disclosure of the requested information is objected to by said teacher or the Association. If the involved teacher or the Association objects to disclosure and it is consistent with the statute, the Board shall apply for the ten (10)-day extension of time for disbursement of said information allowed under FOIA. In the event the Board deems it necessary to disburse said information at the end of the 10-day extension pursuant to FOIA, it shall do so unless the teacher or Association procures a proper court order restraining the Board from disbursing said information.

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

1. Observation Notice – Teachers shall receive notification from the appropriate Administrator five (5) days prior to an observation pursuant to the evaluation procedure under the terms of this provision.

2. Observation – An observation of a teacher under the term of this provision by the appropriate Administrator shall be for a period of at least one (1) class period or

for the duration of a particular teaching or instructional unit. Teachers who are not assigned to a regular classroom shall be evaluated for a reasonable period of time dependent upon the nature of their assignment. Administrators who have not received training in teacher evaluation will not evaluate bargaining unit members.

3. Written Evaluation and Conference – The Administrator conducting the observation or observations pursuant to Paragraph 2 above shall prepare a written evaluation report, including, but not limited to, if necessary, recommendations, suggestions for improvement and available assistance. Within ten (10) school days, except under extenuating circumstances, from the date of the last observation upon which a written evaluation report is based, the Administrator shall meet with the teacher for the purpose of presenting and discussing the written evaluation report. Following this meeting, the teacher may request an additional meeting within ten (10) school days following the date of the first meeting, except under extenuating circumstances, for the purpose of further discussing and reviewing the written evaluation report. Upon the presentation of the written evaluation report to the teacher, the teacher shall sign the written evaluation report acknowledging that he/she has received a copy.

4. Teacher's Response – A teacher who disagrees with the written evaluation report may submit a written response to the written evaluation report within twenty (20) school days from the date the written evaluation report is presented to the teacher, except under extenuating circumstances. The teacher's written response shall be attached to the file copy of the written evaluation report.

5. Evaluation Frequency – Probationary teachers or other probationary bargaining unit members shall be evaluated every year during the probationary period. Every evaluation of a probationary teacher will be accompanied by two (2) observations as provided for in the Michigan Teachers Tenure Act. Tenured teachers and other bargaining unit members shall

be evaluated in accordance with this procedure at least once every three (3) years. Evaluations without narrative observation shall be done yearly in accordance with law.

6. Local 1 Representative – Teachers may have a Local 1 representative present at meetings or conferences between the teacher and the Administrator held for the purpose of discussing a written evaluation report pursuant to Section 3 above. Upon request, any teacher shall be granted the right to an independent evaluation by the Superintendent or his designee.

7. Any judgment of less than satisfactory performance must not be arbitrary or capricious. Should a teacher receive a less than satisfactory evaluation, the evaluator shall:

- a. Identify the area that needs improvement.
- b. Provide the employee with appropriate written recommendations for improvement.
- c. Develop a fair and workable time line for improvement.
This time line shall include appropriate follow-up to evaluate the area(s) of concern.
- d. Provide a program of assistance that may include materials, resources, consultant services and recommendation(s) of the evaluator.

8. The parties agree that the evaluation language in the Master Agreement will be changed to accommodate changes in state law. The parties agree to use the Michigan Education Alliance recommendations (May 2011), which includes the Macomb County

Dashboard. The parties also agree that the evaluation language and forms will include the following provisions:

- a. Evaluations will be conducted annually.
- b. The evaluation will include a category identified as Student Growth. The Student Growth category will be based on a combination of factors and a variety of measures that include those recommended by the Macomb County Dashboard-Student Growth Measures agreement. This will include district, building, and teacher developed measurements as well those required by the state including a merit pay component.
- c. The evaluation ratings will include: Highly Effective, Effective, Minimally Effective, and Ineffective.

9. The provisions of this article shall not be altered nor modified by any individual teacher.

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

ARTICLE XII

GENERAL PROVISIONS

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

LETTER OF INTENT
FILLING OF VACANCIES

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

Agreed to this date:

FOR THE BOARD OF EDUCATION OF THE
FRASER PUBLIC SCHOOLS DISTRICT

BY Richard Repicky

Richard Repicky, Superintendent

DATE: 3-27-07

FOR THE MEA-NEA, LOCAL 1

BY Michael E. LaBuhn

Michael LaBuhn, President, Local 1

DATE: 3/27/07

FOR THE FRASER EDUCATION ASSOCIATION

BY Martha Pichla

Martha Pichla, President, FEA

DATE: 3-27-07