

AGREEMENT

Between

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

And

MEA-NEA, LOCAL 1

July 1, 2024 – June 30, 2027



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

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Of
THE FRASER PUBLIC SCHOOLS DISTRICT**

And

MEA-NEA LOCAL 1

July 1, 2024 – June 30, 2027

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July 1, 2024 – July 30, 2027

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 students; 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 students 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 bargaining unit member; 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 full-time and part-time certified teaching personnel, as well as all psychologists, school social workers, counselors, speech and language pathologists, and teacher consultants, but excluding the Superintendent, Assistant Superintendent(s), Business Manager, Directors, Principals, Assistant Principals, all other administrative or supervisory employees, and substitute teachers.

As used in this contract, the term "bargaining unit member" refers to all individuals holding a position incorporated in this Recognition Clause.

As used in this contract, the term “teacher” refers to a bargaining unit member holding a valid Michigan teaching certificate and working in a position on a part-time or full-time basis for which the Michigan Department of Education requires a teaching certificate.

As used in this contract, the term “ancillary staff” refers to bargaining unit members employed in a position included within the definition of “ancillary staff” in Article V. of this Agreement.

As used in this contract, the term “substitute teacher” refers to an individual that fills the role of a bargaining unit member on a non-permanent basis.

The Board agrees it shall be unlawful for it:

1. 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;
2. to initiate, create, dominate, contribute to or interfere with the formation or administration of any labor organization;
3. to discriminate in regard to hire, terms or other conditions of employment in order to encourage or discourage membership in a labor organization;
4. to discriminate against a teacher because he has given testimony or instituted proceedings under Act 336, Public Acts of 1947, as amended; or
5. 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.
6. 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. MEMBERSHIP STATUS AND PAYROLL DEDUCTION - It is agreed that any bargaining unit member may voluntarily choose to have dues or other fees for the Fraser Education Association – Local 1 MEA/NEA deducted from their District payroll by completing a deduction authorization form and providing it to the payroll office. The form will authorize the deduction of funds and assignment of those funds to the Association (including the National Education Association and the Michigan Education Association). Such authorization shall be voluntary. It is understood by both parties that the payment and/or deduction of dues is not a condition of employment.

A bargaining unit member may revoke authorization at any time through written notice (email acceptable) of revocation to the payroll department. Revocation shall be effective to cancel all deductions provided the authorization is received at least one week prior to the payroll period. Revocations that are provided less than one week prior to a payroll period will not be effective until the next payroll period. If a bargaining unit member revokes dues deduction, the District will provide notice of that revocation within two calendar weeks of its receipt.

The amount of dues to be deducted from each bargaining unit member electing for deduction will be provided to the District by the Association no later than August 15 of each year. Pursuant to the bargaining unit members' authorization, deduction of membership dues shall be made in 19 equal installments beginning in September of each year, and the Board agrees to remit to the Association all monies deducted, within two calendar weeks of each payroll deduction.

No deductions will be taken from bargaining unit members who are on an unpaid leave of absence. Upon return, the district will resume the equal installments. The Association will defend and save harmless the District for any and all claims, demands, suits, and other forms of liability by reason of action taken by the Employer for the purpose of complying with this section provided.

1. The Employer gives timely notice of such action to the Association, and
2. The Employer cooperates with the Association and its counsel as required by law, and
3. The Association shall have authority to compromise and settle all claims which it defends under this Article.

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

D. ASSOCIATION REPRESENTATION - A bargaining unit member shall be entitled to have present an Association representative in any interview or meeting relative to an allegation made against the employee by a parent, student, or colleague that is the subject of the meeting or where the administration suspects the bargaining unit member may have committed some offense. The association representative shall be informed of the general subject matter of any meeting a bargaining unit member is required to attend in advance of the meeting and shall be permitted to meet privately with the bargaining unit member in advance of such a required meeting. The bargaining unit member shall be entitled to the specific representative of their choice but if that person is not immediately available the meeting will not be unreasonably delayed. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present.

E. COMPLAINTS - Except when immediate action is necessary for the health, safety, and welfare of students, a bargaining unit member shall be entitled to notification of any infraction of rules or delinquency in professional performance and be guaranteed a prearranged bargaining unit member - administrative meeting where reasons for giving any warning, reprimand, or other disciplinary action shall be stated.

No disciplinary documents or student, parent or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has been provided a copy of the material. The bargaining unit member may submit a written reply regarding any discipline contained in the bargaining unit member's personnel file, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's personnel file, the affected bargaining unit member shall review, and sign said material. Such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

Complaints, as defined in this Section, shall not be useable for the purposes of annual bargaining unit member performance evaluations unless the complaint is substantiated and discussed with the bargaining unit member.

Any alleged serious or repetitious infractions of rules or delinquency in professional performance not brought to a bargaining unit member's attention within ten (10) work days of administration's knowledge of said infraction, shall not be the subject of further evaluation or record.

F. EMPLOYEE DISCIPLINE - The standard for disciplinary decisions will be the standard set forth in Article IV, Section 1 of the Michigan Teachers' Tenure Act, MCL 38.101.

The term "discipline" as used in this Agreement includes written warnings included in the personnel file; written reprimands; suspensions without pay; reduction in compensation or any professional advantage; discharges; or other actions of disciplinary nature.

The termination or nonrenewal of a probationary bargaining unit member is subject to the provisions of the Michigan Teachers' Tenure Act (see, MCL 38.83 and 38.92) and Article IX. D. of this Agreement.

Discipline shall be subject to the grievance procedure, herein set forth, including arbitration. The specific grounds for disciplinary action will be presented to the bargaining unit member and the Association.

For discipline that involves the discharge or demotion of a tenured bargaining unit member or the non-renewal of a probationary bargaining unit member, the mandates, standard and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., shall apply.

G. PROGRESSIVE DISCIPLINE - The Board recognizes the value of progressive correction which normally begins with formal counseling, and when appropriate, the affected bargaining unit member will be notified in writing of alleged violations together with suggested corrections for improvement.

The following progression of discipline shall be followed, for each specific unrelated incident, prior to the imposition of any economic discipline on any bargaining unit member:

1. Oral and/or written warning, then
2. Written reprimand, then
3. Suspension without pay, then
4. Discharge

No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize that the severity of an offense may provide cause for the acceleration of the above progression of discipline.

In the event a bargaining unit member is disciplined and receives one of the forms of Progressive Discipline defined above, that bargaining unit member's evaluation rating will not be reduced based solely on the discipline. The evaluation rating may, however, be impacted if the subject of the discipline is directly related to the domains within the evaluation tool.

H. MISCELLANEOUS PROTECTIONS - No bargaining unit member will evaluate or discipline other bargaining unit member.

Neither the mentor nor the mentee shall be permitted to participate in any matter related to the evaluation of the other. The mentor shall not be called as a witness in any grievance or administrative hearing involving the mentee unless the grievance or administrative hearing is in regard to misconduct. The mentee shall not be called as a witness in any grievance or administrative hearing involving the mentor unless the grievance or administrative hearing is in regard to misconduct.

The District shall indemnify and otherwise hold harmless any bargaining unit member serving as a participant on District, State or federally mandated committees. At District expense, the bargaining unit member(s) shall be provided with legal counsel in the event of complaints and/or litigation arising as a consequence of participation on such committees.

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.

A. LONGEVITY - Bargaining unit members 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 bargaining unit members covered by this Agreement shall be eligible to receive medical benefits for themselves and their dependents. Bargaining unit members taking such coverage shall pay, as decided by the Board in compliance with current law, the applicable monthly premium cost. New bargaining unit 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** - All bargaining unit members covered by this Agreement shall be eligible to receive dental benefits for themselves and their dependents. New bargaining unit members shall be eligible for coverage from the first day of the month following date of employment. 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.

C. **VISION BENEFIT PLAN** - All bargaining unit members covered by this Agreement shall be eligible to receive vision benefits for themselves and their dependents. New bargaining unit members shall be eligible for coverage from the first day of the month following date of employment. 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.

D. **LIFE INSURANCE** - All bargaining unit members covered by this Agreement shall be eligible to receive accidental death and dismemberment group life insurance benefits in the amount of Fifty Thousand (\$50,000.00) Dollars, per bargaining unit member, subject to the terms of the policy. The Board agrees to pay the full cost subject to the terms of the policy. New bargaining unit members shall be eligible for coverage from the first day of employment. 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.

E. **LONG TERM DISABILITY** - All bargaining unit members covered by this Agreement shall be eligible to receive long term disability benefits. The Board agrees to pay the full cost of a long-term disability plan which pays 66 2/3 percent of a bargaining unit members 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 bargaining unit members shall be eligible for coverage from the first day of employment. 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.

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

1. One Thousand (\$1,000.00) Dollars cash, or
2. One Thousand (\$1,000.00) Dollars cash less the cost of enhanced vision benefits.
3. When the 60th Full Time Equivalent (FTE) elects the insurance option, each bargaining unit member will receive Two Thousand (\$2,000.00) Dollars per year.
4. Bargaining unit members 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 bargaining unit member 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 bargaining unit member cost sharing calculations are prorated based on the bargaining unit members FTE (Full Time Equivalent) status.

ARTICLE IV

LEAVES OF ABSENCE

A. PERSONAL LEAVE - Each bargaining unit member shall be entitled to a total of eight (8) personal illness days (“personal illness” shall constitute a medical/health condition of the bargaining unit member, 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 bargaining unit 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 bargaining unit member who is tardy three (3) or more times in any semester or any bargaining unit member 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.

Bargaining unit members 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. Bargaining unit members 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 bargaining unit member 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 bargaining unit members 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 a bargaining unit member's first FMLA leave begins. For example, if a bargaining unit member used four weeks of FMLA leave beginning March 1, 2010, and eight beginning September 1, 2010, the bargaining unit member would not be entitled to any additional FMLA leave until March 1, 2011. On March 1, 2011, the bargaining unit member 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 bargaining unit member to give thirty (30) calendar days' notice, the bargaining unit member must give as much notice as is practicable. Proper certification of the reason for the leave must be provided. A bargaining unit member maybe 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 bargaining unit member 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 bargaining unit member 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:

In order for a bargaining unit member to be eligible to receive the above pay, the bargaining unit member must be ill or disabled as defined in the current Long-Term Disability Insurance Policy. Eligibility of a bargaining unit member to receive pay shall not be based on whether the bargaining unit member 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 bargaining unit member 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 bargaining unit member has submitted a physician's statement setting forth the date of delivery and the bargaining unit member'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 bargaining unit member 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 bargaining unit member 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 bargaining unit members rights under the FMLA, shall be suspended.

The bargaining unit member shall submit additional physician's statements upon the request of the Board. In addition, the bargaining unit member may be examined by a licensed and qualified physician selected by the Board and at the expense of the Board. For purposes of this provision, medical disability caused by pregnancy and/or childbirth shall mean the inability and incapacity of the bargaining unit member 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 bargaining unit member 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 bargaining unit member 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 bargaining unit member will return to a position, that he/she is certified and qualified for.

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

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 bargaining unit member 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.

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

F. ADOPTION - Any bargaining unit member 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 bargaining unit member 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) bargaining unit members chosen by Local 1 and two (2) bargaining unit 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 bargaining unit member 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 bargaining unit member prior to March 15 preceding the school year in which the bargaining unit member is to return to the School District, except in emergencies.

Any bargaining unit member 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 bargaining unit member granted sabbatical leave in any one school year in accordance with the above provisions shall be limited to four (4).

Bargaining unit members 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 bargaining unit member 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 bargaining unit member 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 bargaining unit member shall accrue seniority during the leave of absence. Reinstatement of a bargaining unit member or bargaining unit members 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 bargaining unit member or bargaining unit 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 bargaining unit member or bargaining unit 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 bargaining unit 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, bargaining unit members 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 bargaining unit members 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 bargaining unit member is called to serve on jury duty during the school year, the bargaining unit member shall be paid the bargaining unit member's daily rate for each bargaining unit member workday that the bargaining unit member serves on jury duty. (To facilitate payment, the bargaining unit member shall endorse his/her jury duty paycheck to the School District and shall receive his/her regular pay.) In the event a bargaining unit member receives jury duty pay in any one calendar year in excess of \$600, Local 1 representatives, School District representatives, and the bargaining unit member 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 shall be granted to any bargaining unit member by the Board for the following reasons, including, but not limited to: extended illness, family reasons, military service, professional improvement, child rearing and career options.

All requests for these leaves shall be in writing, shall contain the reasons for the leave, and shall be submitted to the Human Resource Department, when possible, before August 1st proceeding the school year in which the leave is requested to commence. Requests for leaves, after the school year has commenced, shall be submitted to the Human Resources Department as soon as possible.

Any benefits under the provisions of this Agreement which would otherwise accrue to a bargaining unit member granted such leave shall be suspended during the leave of absence. Notwithstanding the foregoing, any bargaining unit member who has been granted a leave of absence for professional improvement approved by the appropriate PLC/Steering Committee district 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 bargaining unit members. The leave may only be requested for one (1) year or less. A bargaining unit member 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. Personal leaves shall not be used for employment in the same position as currently held in the bargaining unit of another education association in any other Michigan public school district.

Bargaining unit members 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 bargaining unit member's anticipated return except for officers' leaves of absences.

N. BEREAVEMENT – Bargaining unit members 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 bargaining unit member'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 bargaining unit member'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 bargaining unit member 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. If personal leave days are exhausted, pay and benefits will continue less the cost of a substitute. Calculation is based on teacher's daily rate less the cost of a sub teacher.	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 reasons, military service, professional improvement, child rearing, or career options.
May accrue a maximum of 120	Benefits guaranteed				
Must notify principal & H.R. office if more than 3 consecutive leave days will be used.	Use of paid leave days optional				
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 Paid daily rate minus cost of substitute teacher	Pay? - Yes, if teacher has personal leave days to cover the absence. Teacher is eligible for income protection after 30 calendar days of pregnancy related disability.	Pay? - No	Pay? - No
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

BARGAINING UNIT MEMBER'S SCHOOL DAY

The bargaining unit member's school day shall not exceed seven (7) hours and fifteen (15) minutes. The bargaining unit member's school day shall start at the time the bargaining unit member is required to be at school and shall end at the time the bargaining unit member 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 bargaining unit member-pupil contact.

To assist elementary bargaining unit members in the district - wide benchmark assessment process, when required, the District shall provide a maximum of 1 day of sub coverage per classroom bargaining unit member during the district's beginning, middle, and end of year testing windows. The scheduling of such substitute teachers shall be done by the building. 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 District and Union shall meet to agree upon an appropriate adjustment to the number of substitute days.

To assist elementary bargaining unit members 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:

A. **DUTY-FREE LUNCH** – All bargaining unit members 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. At the middle school, Administration may approach individual bargaining unit members to serve a lunch duty, which shall be voluntary, and those bargaining unit members shall receive \$2,000 per year, paid as a quarterly stipend. If Administration cannot obtain the required number of bargaining unit members to work lunch duty, the position may be offered to a non-bargaining unit member. Quarterly stipends will be prorated when the teachers do not work the entire year.

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 bargaining unit member's 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 bargaining unit member exceeds three (3), the bargaining unit member may request in writing a meeting with the building principal to discuss and review the number of preparations assigned to the bargaining unit member and to consider possible alternatives. The bargaining unit member may have a Local 1 representative attend such meeting. Bargaining unit members who lose their prep time due to subbing, will receive \$50 per hour of lost prep time. 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 – Bargaining unit members shall not be required to attend and participate in more than three (3) building-wide evening functions per school year. This provision shall not apply to bargaining unit members who receive compensation for athletic assignments and/or subject matter related assignments. In each building, the building principal and a committee of three (3) bargaining unit members shall meet to discuss and to plan the type of building-wide evening functions to be scheduled during the school year.

E. IEPC'S – Bargaining Unit Members may be required to attend IEP's that are scheduled outside of the normal bargaining unit member workday. If this occurs more than two (2) times in a school year, the district shall reimburse the bargaining unit member at the rate of \$20.00 per hour, for time spent in IEP's outside of the normal bargaining unit member work day thereafter. All bargaining unit members will follow the above contract language. 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.

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 bargaining unit member under contract who substitutes for another regular bargaining unit member 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 bargaining unit member who is substituting for another regular bargaining unit member is required to substitute for less than the full class (excepting absent students) of the absent regular bargaining unit member, such regular bargaining unit member 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 bargaining unit member'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 bargaining unit member in each elementary building. Supervision of recess may be shared by bargaining unit member in each elementary building.

Instruction times are as follows:

ART

40 minutes for grades Y5 through 6

PHYSICAL EDUCATION

40 minutes for grades Y5 through 6

VOCAL MUSIC

40 minutes for grades Y5 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 Y5 through 6

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

1. Bargaining unit member effectiveness, including individual attention, multi-learning activities, span of control, parent-bargaining unit member communications, clerical burden, available work stations and flexible grouping;
2. Physical design of the classrooms, including room size, the flexibility of the room and facilities for vision, hearing and group work, health and safety;
3. Manpower supply, including availability of qualified bargaining unit member 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 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 classes, the affected elementary bargaining unit member shall be paid the sum of \$175.00, and the affected secondary bargaining unit member 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 seminar, 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 seminar, 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 bargaining unit member 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 bargaining unit member 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 1st.
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 bargaining unit member's class schedule.
5. Each bargaining unit member's salary will be prorated according to their schedule. Salary increments will be adjusted the same as if the bargaining unit member were employed full time.
6. Each part time bargaining unit member shall receive a full year's seniority.
7. Each part time bargaining unit member is required to attend all District Provided Professional Development (DPPD) and 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 bargaining unit members will attend all parent teacher conferences, and PLC meetings: building, grade level, subject matter meetings held on unscheduled work days. Part time bargaining unit members 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 bargaining unit members 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 bargaining unit members shall assume all duties and responsibilities expected of full-time bargaining unit members during the normal school day.

J. RECORDS / PLC COMMON ASSESSMENT –The intent of Records Day /PLC Common Assessment time is to provide bargaining unit members 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:

1. Ancillary staff who serve multiple buildings, including secondary buildings, within one day will arrange their schedule with the Special Education Director and be no less than 7 hours and 15 minutes per day.
2. Any needed time adjustments to service students, must be arranged and approved with the Special Education Director and be no less than 7 hours and 15 minutes per day.

Ancillary staff includes:

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

ARTICLE VI

PLACEMENT (ASSIGNMENTS AND TRANSFERS)

A. Assignments and Transfers - All bargaining unit members shall be given written notice of their tentative assignment for the forthcoming school year no later than June 1. For secondary bargaining unit members, such notice shall include building, department(s), and a listing of probable courses to be taught. For elementary bargaining unit members, such notice shall include building(s), grade(s), and/or courses to be taught. Except as limited herein, the District will have the right to determine assignments. Other than in exceptional circumstances, bargaining unit members shall only be assigned in areas in which they are appropriately certified.

For other bargaining unit members, such notice shall include work locations and/or work schedule.

B. Transfer Requests - A "transfer" shall be defined as either a voluntary or involuntary change in:

1. a bargaining unit member's position to another position within the bargaining unit,
2. in building assignment,
3. in grade level(s) included in an assignment in preK-6 ; changes within early elementary (preK-K), lower elementary (1-3), or upper elementary (4-6) will not amount to a change in assignment,
4. in subject area(s) included in an assignment,

5. in a non-classroom assignment such as interventionist, guidance counselor, literacy coach, etc., or
6. in Special Education assignment such as learning disability, emotionally impaired, etc.

C. Voluntary Transfers - Requests by a bargaining unit member for any vacancy shall be made in writing to the central office, with a copy to the Association. The request shall specify the school, grade, subject/position sought, and the applicant's academic qualifications. All transfer requests shall be made to the Director of Human Resources, with a copy to the Association, on or before April 1 of each school year. The transfer request of a bargaining unit member on an IDP (or receiving an IDP) or within the first four (4) years of employment with the District may be denied transfer at the District's discretion.

Subject to certification or licensure, a request for voluntary transfer for bargaining unit member shall be based on the qualifications listed below. Voluntary transfers shall be granted to certified, qualified, or licensed bargaining unit member prior to considering external applicants. The School District has no responsibility to displace any bargaining unit member based on a voluntary transfer request.

If more than one bargaining unit member is seeking transfer to the same position, the following criteria will be followed:

1. The prior year effectiveness rating of bargaining unit member qualified for the assignment;
2. The recency or relevance of a bargaining unit member's experience in a grade level or subject area.
3. The bargaining unit member's formal disciplinary record in the past three (3) years. Formal discipline is defined as formal letters of reprimand or discipline resulting in a suspension documented in the bargaining unit member's personnel file.
4. Seniority.

A response, in writing, indicating whether the request for transfer has been approved or denied will be returned to the bargaining unit member before or concurrent with the District's initial placement notification or within ten (10) working days if the request for transfer is after the initial placement notification. If a request for transfer has been denied, the response will indicate the reason(s) for denial. Valid reasons for denial of voluntary transfer will include:

1. Bargaining unit member is not certified;
2. Bargaining unit member is not qualified;
3. Bargaining unit member is not licensed;

4. Bargaining unit member is on an improvement plan (IDP);
5. Bargaining unit member has received a “needing support” rating in the current or immediately preceding school year;
6. Position is held by another bargaining unit member or was filled by a bargaining unit member based on the criteria above;

D. INVOLUNTARY TRANSFERS - An involuntary transfer shall be defined as a change in building assignment, or a change in grade or department assignment, or a change in position made by the District without request by the bargaining unit member.

At the elementary level, a change in grade assignment does not include a modification within early (PreK-K), lower (1-3), or upper (4-6) elementary.

At the secondary level, a change in courses being taught within a subject area or certification and/or a change in grade level within the same building, in the same subject area, is not an involuntary transfer.

Involuntary transfers must be approved by the Superintendent or designee. Involuntary transfers may be affected only for valid reasons.

During the school year, ten (10) school days' notice of the intention to transfer, specifying the reasons for and the specific position to be transferred to, shall be provided to the affected bargaining unit member and the Association.

Cause for involuntary transfer includes the individual's performance, bargaining unit member formal discipline, as defined in this article, need to fill a vacancy or temporary vacancy that has been posted and remains unfilled, or a necessary reduction of force.

No bargaining unit member shall be involuntarily transferred, for any reason, more than once every three school years, except in extenuating circumstances, such as the closing of a school.

If the affected bargaining unit member feels that there is a legitimate objection to the transfer, a conference will be held with the Superintendent or designee concerning such objection. The bargaining unit member may have an Association representative attend such meeting.

Bargaining unit member 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 the first day of school within the current year and one (1) more year and would not otherwise deprive a bargaining unit member on the recall list of a position.

Prior to the end of the school year, reassigned bargaining unit member 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 bargaining unit member shall have five (5) days to notify the office of the Director of Human Resources that they desire to return to their former positions.

In addition, bargaining unit member who have been reassigned from one building to another building or from one full department to another full department shall have the option, except in extenuating circumstances, of returning to their former position if it becomes vacant during the school year between the first day of school and April 1 the current year and one (1) more year and would not otherwise deprive a bargaining unit member on the recall list of a position and would not, in the discretion of the Superintendent, cause a disruption to the learning in the bargaining unit member's current assignment.

If a bargaining unit member exercises a return option between the first day of school and April 1 in any school year, the position which such bargaining unit member vacates shall not be subject to this return option on the part of any other bargaining unit member. Whenever possible, a return option shall be exercised at a natural break, such as the end of the semester/trimester.

E. VACANCIES - A vacancy shall be defined, for purposes of this Agreement, as a position within the bargaining unit presently unfilled that the District intends to permanently fill, including newly created positions, any position that is unfilled or without a permanent bargaining unit member for at least ninety (90) school days, as well as such positions currently filled but anticipated to be open in the future for a period of ninety (90) or more school days.

Any vacancy that occurs after the beginning of the school year shall be posted as a Temporary Vacancy and remain posted until filled or until the District decides not to fill the position.

If the position is to continue beyond the initial school year, it shall be posted and filled in accordance with the provisions for filling vacancies outlined below. Vacancies for specialized non-classroom positions (excluding Ancillary staff as described in Article V, K, 1, and Counselors) that require specific experience and/or knowledge will be filled through the interview process.

A reduction in Association bargaining unit positions including specialized non-classroom positions will follow Article VI, H. The Association will be provided advance notice and consultation of any addition of specialized non-classroom positions.

F. NOTIFICATION/POSTING OF VACANCIES AND APPLICATIONS - The Board shall publicize the vacancies by giving written notice to the Association President, and posting the vacancy on the district website.

The notice shall include any requirements for application and hiring.

The vacancy shall be posted for at least five (5) workdays.

If the posting is for a job that is new to the district, then a sufficient description of the job content shall be included in the posting as well as the requirement of the State Board for certification.

No position shall be permanently filled until the expiration of the posting period. Vacancies which occur during the summer months, when regular school is not in session, will be listed on the district's web site for the posting period of five (5) days.

The Association President shall be notified of resignations from bargaining unit member occurring between June 15 and the first day of school.

Vacancies shall be filled by honoring a bargaining unit member's request for transfer or by recalling a bargaining unit member placed on layoff status. Should it not be possible to recall a laid-off bargaining unit member to a vacancy or honor a bargaining unit member request for transfer, the Board may fill the vacancy from outside the bargaining unit.

G. REDUCTION, LAYOFF, RECALL - In the event economic conditions or declining enrollment demands a reduction in services, the parties will confer and in order to promote an orderly reduction in bargaining unit member personnel, the following procedures will be used:

The Superintendent or designee shall determine the positions proposed to be eliminated and shall meet with the Association President at least ten (10) days before the meeting at which the Board will consider proposed layoffs for the purpose of discussion and reviewing the proposed layoffs and related matters. Bargaining unit member's being laid off shall receive a sixty (60) calendar day notice in writing before the effective date of layoff.

Bargaining unit members have an ongoing responsibility to ensure that the Human Resources Office has been provided all documentation needed to support State licensure, authorization, or certification requirements and any additional hours. During the summer months, a bargaining unit member must provide any additional State licensure, authorization, or certification requirements, supported by proof, to the Human Resource Office before August 15th to be considered for a vacated position, or at the time of application if applying for a vacancy occurring prior to August 15. If mandated State licensure, authorization, or certification is not possessed with supporting documentation provided to the Human Resources Office, the bargaining unit member shall not be considered for the vacated position. The certification status of a bargaining unit member on file with the District shall be considered conclusive for all purposes under this Agreement.

H. ORDER OF REDUCTION - In the event of layoff the order of reduction for bargaining unit member shall be as follows:

1. Non-certified bargaining unit member, in positions that require certification, and temporary employees will be laid off first, provided there are certified and qualified bargaining unit member to replace them as allowed by law.

If reduction is still necessary, then the Superintendent will conduct any staffing reduction based on the certification or license being reduced, using the following criteria, in order:

a. The District shall reduce staff starting with the bargaining unit member with the lowest Effectiveness Rating and proceeding toward the bargaining unit member with the highest Effectiveness Rating in the subject area or grade level unless such reduction will result in a classroom section not having a certified teacher.

b. The bargaining unit member's length of service in a grade level or subject area. The School District will only consider a bargaining unit member's continuous and current length of service in a grade level or subject area.

c. Seniority.

d. If seniority year is the same, preference will be given to any bargaining unit member that has no formal discipline or did not use more than the annual contractual allotment of sick/personal days (excluding excused leave under law or this Agreement) during the previous three (3) school years.

2. The Board shall give written notice of layoff by sending an email and contact by phone to the bargaining unit member. It shall be the responsibility of the bargaining unit member to notify the Board of any change in contact information.

3. Bargaining unit member', on the district insurance, who are laid off shall have insurance benefits continued and paid by the Board throughout the summer recess (August 31st) for layoffs that occur at the end of the school year. For layoffs that occur during the school year, bargaining unit member shall have insurance benefits continued and paid for by the Board until the end of the month of the effective date of layoff. After that, a laid off bargaining unit member may continue his/her insurance benefits in accordance with the Carrier's layoff/benefit continuation policy inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

4. The Association recognizes that the decision of the Board as to whether there shall be layoffs is final.

I. RECALL PROCEDURE - No positions shall be declared vacant if there are people on layoff status who have the appropriate State licensure, authorization, or certification to be recalled to an available position. The Board will make all transfers necessary to prevent layoffs of bargaining unit member.

1. If there are bargaining unit positions that are created and/or vacant, laid off bargaining unit member who are certified and qualified or licensed for the position(s) will be given the first opportunity to fill

such positions. Notification shall be given to all laid off bargaining unit member and the vacancy or vacancies shall be filled using the criteria in Order of Reductions (Article VI, H).

2. Any laid off bargaining unit member to whom notice of recall was sent by email must notify the Board of the acceptance of the position within seven (7) calendar days of the date the email was sent by HR. If the laid-off bargaining unit member fails to accept the offered full-time position, that bargaining unit member shall be dropped from the recall list.
3. It is the responsibility of the laid-off bargaining unit member to notify the Human Resource Office by email of any change in his/her contact information.
4. A laid off bargaining unit member shall retain recall rights for a period of three (3) years following the layoff.
5. Bargaining unit members who are laid off shall accrue seniority to a maximum of three (3) years during the period such bargaining unit members are laid off. In the event that a laid off bargaining unit member is recalled for a period of time and then laid off again, the bargaining unit member shall be eligible to accrue additional seniority to a maximum of three (3) years during the period of subsequent layoff.

ARTICLE VII

TEACHER EVALUATION

A. **Evaluations** - Bargaining unit members will be evaluated using a negotiated, rigorous, transparent, and fair performance evaluation system that complies with the law.

The use of student growth and assessment data or student learning objective metrics will amount to 20% of the year-end evaluation determination. The Student growth and assessment data or student learning objectives shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by the teacher in consultation with their evaluator.

B. **Evaluation Tool** - The District will use the Marzano/Modern Teacher evaluation tool in evaluating all classroom teachers. For the purposes of this section, "classroom teachers" means any teacher that is the teacher of record for at least one class or class section.

C. **Process** - Marzano/Modern Teacher evaluation tool shall be available on the District website including all forms. Forms shall include a Post-observation Feedback Form, Year-End Evaluation Reporting Form, and Individual Development Plan (IDP) Form as provided as part of the agreed upon evaluation system. Any changes to the tool or forms must be negotiated.

1. Classroom observations that are intended to assist in the year-end performance evaluation for bargaining unit member will be conducted as follows:
 - a. The bargaining unit member shall be notified no later than September 30 of each year (or within two weeks for an employee hired after the start of the school year) who the administrator will be that conducts their year-end evaluation.
 - b. A bargaining unit member shall not evaluate another bargaining unit member.
 - c. Written feedback on observations conducted by other bargaining unit members will only be shared with the bargaining unit member being observed and the written feedback will not be used as part of the final evaluation or for any type of discipline.
 - d. The classroom observations used in the year-end evaluation must include a review of the bargaining unit member's lesson plan for the day of the observation and the state curriculum standard being used in the lesson. The lesson plan shall be available to the administrator no more than two (2) days before a scheduled classroom observation. Unless identified as a deficiency in performance within an existing IDP, bargaining unit members will not be required to submit lesson plans, other than what is generally included in the District's learning management system, to administrators except to comply with the provisions of this Section.
 - e. Classroom observations shall be no less than fifteen (15) minutes. All scheduled observations shall be no less than twenty (20) minutes.
 - f. There shall be notice of each scheduled observation date given to the bargaining unit member at least three (3) school days prior to the observation.
 - g. The evaluator shall meet with the bargaining unit member before the observation for a pre-observation conference, if requested by the bargaining unit member.
 - h. At least one observation will be a scheduled observation.

- i. Nothing in this section will be construed to limit the ability of an administrator to walk into and observe a bargaining unit member's classroom at any time and to give feedback as to what was observed. Such walkthroughs will only be included in a year-end evaluation if all aspects of this section have been met.
 - j. A post-observation meeting between the administrator conducting the observation and the bargaining unit member will be held within ten (10) work days of the observation. The bargaining unit member will be provided written feedback on the observation at the Post-observation meeting.
 - k. There shall be at least 2 classroom observations of a bargaining unit member in each school year that the bargaining unit member is evaluated. The first scheduled observation must be completed by February 1.
 - l. More than two observations shall be completed for any bargaining unit member on an individualized development plan.
 - m. After two less than effective observations, a bargaining unit member, at his/her request will be observed by a different administrator.
2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support".

The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the bargaining unit member no later than June 1 of each year. In the event there is no year-end evaluation as described above; the bargaining unit member shall be deemed "effective" per the year-end evaluation determination.

3. Bargaining unit members may have an Association representative present at meetings or conferences between the bargaining unit member and the Administrator held for the purpose of discussing a written evaluation report pursuant to this section.
4. Bargaining unit members who work less than 60 days in any school year, who have an accumulated leave of absence from work during the school year amounting to a total of ninety (90) days or more, who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating

circumstances shall not be provided an evaluation for that year. Said bargaining unit members shall receive the same rating they received in the prior year for the current year if it was conducted by the district. If the prior year evaluation was not conducted by the district, no rating shall be assigned.

5. Once a staggered schedule, agreed upon by the district and the Association, is created beginning in the 2024-2025 school, if a tenured bargaining unit member has been rated “highly effective” or “effective” for three (3) consecutive year-end evaluations, they shall be evaluated every second or third year thereafter, as determined by the District. Specifically, bargaining unit member’s not on an IDP but receiving an overall effective year-end rating with one or more domains rated as less than effective will be rated every second year. Bargaining unit members not on an IDP that have received an effective rating in all domains will be rated every third year. If any subsequent year-end rating is not “effective” thereafter, the bargaining unit member shall be evaluated annually until receiving an “effective” rating for an additional three (3) consecutive years.
6. A bargaining unit member on an individual development plan shall be provided the following:
 - a. An annual year end evaluation.
 - b. Specifically identified areas that need improvement.
 - c. Specific performance goals, in writing, intended to improve effectiveness for the next school year. These goals will be developed in consultation with the bargaining unit member. Specific performance goals shall be measurable and/or observable.
 - d. Training, resources, and/or consultant services to assist the bargaining unit member in meeting the goals of the IDP recommended by the administration in collaboration with the bargaining unit member.
 - e. A mid-year progress report, supported with at least two (2) classroom observations completed no later than February 1.
 - f. A Mentor bargaining unit member that is informed of the conditions and requirements of the IDP.

7. Any non-compliance with the evaluation process as described above shall be subject to the grievance process. A bargaining unit member may only grieve an evaluation if it results in an IDP or a less than effective final year-end rating.
8. All bargaining unit members shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

D. Rights of Tenured Bargaining Unit Members -

1. A tenured bargaining unit member who is rated as “needing support” shall have the following due process rights to challenge said rating:
 - a. The bargaining unit member may request a review meeting of the evaluation and the rating to the district’s superintendent or designee. Such request must be made in writing within 30 calendar days after the teacher is informed of the rating. The superintendent will review the rating and material submitted by the bargaining unit member and may, at the superintendent’s discretion, conduct a meeting on the evaluation with the bargaining unit member. A written response to the review, with any modifications of the year-end performance rating, shall be provided to the bargaining unit member within thirty (30) calendar days after receiving the request for review.
 - b. If the written response does not resolve the matter, the bargaining unit member or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
 - c. The request must be submitted in writing within thirty (30) calendar days after the bargaining unit member receives the written response from the superintendent.
 - d. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the bargaining unit member and the association confirming the mediation will be scheduled as appropriate.

2. A tenured bargaining unit member who receives two (2) consecutive ratings of “needing support” may demand to use the grievance procedure as outlined in Article IX.

E. Training on evaluation system, tools, and reporting forms - Within the first four weeks of the school year, the district shall provide, during contractually scheduled time, training to all bargaining unit members on the evaluation process.

ARTICLE VIII

SENIORITY

A. SENIORITY - Bargaining unit members shall accrue seniority in the School District from the date and time the bargaining unit member accepts in writing the employment offer (email) from the District, except as otherwise provided in this Agreement.¹⁰ In the event two or more bargaining unit member sign contracts on the same date, the time stamped on the email accepting the employment offer shall determine seniority. Bargaining unit members 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 bargaining unit member 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 bargaining unit members 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 bargaining unit member. It shall be the responsibility of each bargaining unit member 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 – Bargaining unit members who are laid off shall accrue seniority to a maximum of three (3) years during the period such bargaining unit member are laid off. After a bargaining unit member has accrued a maximum of three (3) years of seniority during the period of layoff, such bargaining unit member shall not accrue any additional seniority while on layoff status. In the event that a laid-off bargaining unit member is recalled for a period of time and then laid off again, the bargaining unit member 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 bargaining unit member 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.

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

ARTICLE IX

GRIEVANCE PROCEDURE

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

An aggrieved party is any bargaining unit member, group of bargaining unit members 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 bargaining unit member or group of bargaining unit members 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 bargaining unit member or group of bargaining unit members other than Local 1.

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

Any bargaining unit member with a potential grievance 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 bargaining unit member 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 bargaining unit member accompanied by a Local 1 representative,
- (2) through a Local 1 representative if the bargaining unit member 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/her 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 or Designee. 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 or Designee shall communicate his/her decision in writing, together with the supporting reasons, to the aggrieved party and to Local 1.

Step 3. If Local 1 or a bargaining unit member or group of bargaining unit members is dissatisfied with the decision of the Superintendent, Local 1 or a bargaining unit member or group of bargaining unit members 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, 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, one 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 bargaining unit member 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 IX, Grievance Procedure. Also, in the event a bargaining unit member, group of bargaining unit members 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 IX, Grievance Procedure. Likewise, any grievance filed pursuant to the provisions of this Article by any bargaining unit member, group of bargaining unit members and/or Local 1 shall be deemed to be an election of remedies.

ARTICLE X

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 bargaining unit member be relieved of duty or contractual benefits prior to the effective date of his/her resignation.

B. **RETIREMENT OR DEATH** - Any bargaining unit member 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/her total accumulated leave days (as defined in Article IV) multiplied by his/her current "daily rate," except that bargaining unit member 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 bargaining unit member's service to the District is terminated by death, his/her 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 bargaining unit member 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.

1. Those bargaining unit members with less than ten (10) years of service and all those future bargaining unit 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.
2. Bargaining unit 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 bargaining unit members will be paid in the same manner as set forth in paragraph 2 above (that is, at their "daily rate"²¹ -- $108 \times .75 \times \text{bargaining unit member's "daily rate"} = \$$), and up to twelve (12) leave days for which they would receive the then daily substitute rate upon the date of retirement/death ($12 \times .75 \times \text{substitute rate} = \$$).
3. Similarly, bargaining unit 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 bargaining unit members will be paid in the same manner as set forth in paragraph 2 above (that is, at their "daily rate" -- $96 \times .75 \times \text{bargaining unit member's daily rate}^{21} = \$$), 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 bargaining unit member with less than ten (10) years of service.
4. All bargaining unit 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 bargaining unit member who attains said age during the school year must retire at the close of that school year, however, the bargaining unit member may be employed thereafter on a year-to-year basis upon agreement between the Board and the bargaining unit member.

All sums to be paid under Article X shall be paid in equal installments over a three (3) year period. If the bargaining unit member is purchasing retirement credit within thirty (30) days of his/her retirement date, the bargaining unit member 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 bargaining unit member teacher, retires or terminates his/her service to the School District, any benefits under the provisions of this Agreement which would otherwise accrue, including the total amount of the bargaining unit member's pay for the period of service for the year, shall be determined pro rata by the total number of

bargaining unit member workdays worked to the total number of bargaining unit member workdays¹⁹ in the school year.

ARTICLE XI

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, bargaining unit member 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 bargaining unit member 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 bargaining unit 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 bargaining unit members' lounge in each building.

C. **MAILBOXES** - The Board agrees to recognize the Local 1 as the only bargaining unit member organization which has any right to use bargaining unit members' mailboxes.

D. **INFORMATION EXCHANGE** - Local 1 and the Board agree to exchange any financial, curricular or other information as may be mutually agreed upon between the parties. The Board agrees to furnish Local 1 with a list of the names and addresses of newly hired bargaining unit members within five (5) school days from the date of hiring.

E. **PERSONNEL FILES** - A bargaining unit member will have the right to review the contents of their personnel file and to have representative of the Association accompany him/her in such review.

No written record of a "verbal warning" shall be contained in the Personnel File.

Upon the written request of the bargaining unit member, a written warning or written reprimand shall be removed from the bargaining unit member's personnel file after four (4) years from the date of the written reprimand or written warning, provided that the affected bargaining unit member 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.

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

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

F. LOCAL 1 REPRESENTATIVE – Bargaining unit members may have a Local 1 representative present at meetings or conferences between the bargaining unit member and the Administrator held for the purpose of discussing a written evaluation report.

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 bargaining unit member participation in the Camping Program is voluntary.

J. 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.

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

L. 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 reinstitution 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.

M. 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.

N. STUDENT TEACHER PLACEMENT - The Board and the Association agree to mutually determine the placement of student teachers. A bargaining unit member's acceptance of a student teacher shall be voluntary.

O. SCHOOL CLOSING - In the event school is closed for students due to inclement weather, or other emergency causes, bargaining unit members 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. Bargaining unit members 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.

P. TRAVELING BARGAINING UNIT MEMBERS – Bargaining unit members 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 Assistant Superintendent of Human Resources shall determine the schedules for traveling bargaining unit members, which shall include adequate travel time, set-up time, and take-down time. Bargaining unit members may request a meeting with the Administration and an Association representative to review and discuss concerns or problems with their schedule.

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

R. MEDICALLY FRAGILE STUDENTS - The Board will provide training for bargaining unit members 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.

S. STAFFINGS - EDUCATIONAL CONCERNS - Staffing's are composed of groups of bargaining unit members 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 bargaining unit member and the building principal or his/her designee. Other bargaining unit members 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 other matters provided that there is agreement among a majority of the Committee members to consider such matters.

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

U. DISTRICT-WIDE PROFESSIONAL LEARNING COMMUNITY STEERING COMMITTEE - A Professional Learning Community (PLC), is a collaborative professional development process that recognizes the importance of input from bargaining unit members in their own area of expertise in curriculum and professional development issues. PLC's 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. PLC's 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 PLC's shall take place during scheduled professional development time (for example, on early release days) and at such other times as determined by the PLC's. It is understood and agreed that participation in the PLC may be used to satisfy bargaining unit member qualification requirements. PLC's 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.

V. ELEMENTARY COMMITTEE A committee will be established to address elementary building issues consisting of one representative from each elementary building chosen by the bargaining unit member 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.

W. MENTORS The District will then assign mentors to no more than one bargaining unit member 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 bargaining unit member.
2. Participation as a mentor bargaining unit member 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). These stipends are paid quarterly.

X. PUBLIC SCHOOL ACADEMY If a public school academy is authorized by the District, and the bargaining unit member'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.

Y. 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 XII

STATEMENT ON ACADEMIC FREEDOM

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

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 XIV

DURATION OF AGREEMENT

This Agreement shall continue in effect for a period commencing on July 1, 2024, and ending June 30, 2027.

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

FOR THE ASSOCIATION

FRASER PUBLIC SCHOOL DISTRICT

Superintendent

President, MEA/NEA Local 1

Date

Date

President, MEA/NEA Local 1 FEA

Date

Ratified by the Board of Education of Fraser Public Schools District on:
Date: September 4, 2024

Ratified by the MEA-NEA, Local 1, FEA on:
Date: August 29, 2024

EXHIBIT A

FRASER PUBLIC SCHOOLS TEACHER SALARY SCHEDULES

2024-2025 (3% Increase)					
Step	BA	MA	MA-15	MA-30	PHD
1	\$43,152	\$49,970	\$51,219	\$53,012	\$54,012
2	\$44,878	\$51,969	\$53,268	\$55,132	\$56,132
3	\$46,673	\$54,047	\$55,398	\$57,337	\$58,337
4	\$48,540	\$56,209	\$57,614	\$59,630	\$60,630
5	\$50,482	\$58,458	\$59,919	\$62,016	\$63,016
6	\$52,501	\$60,796	\$62,316	\$64,497	\$65,497
7	\$54,601	\$63,228	\$64,809	\$67,077	\$68,077
8	\$56,785	\$65,757	\$67,401	\$69,760	\$70,760
9	\$59,056	\$68,387	\$70,097	\$72,550	\$73,550
10	\$61,418	\$71,122	\$72,900	\$75,452	\$76,452
11	\$63,875	\$73,967	\$75,816	\$78,470	\$79,470
12	\$66,430	\$76,926	\$78,849	\$81,609	\$82,609
13	\$69,087	\$80,003	\$82,003	\$84,873	\$85,873
14	\$71,850	\$83,202	\$85,282	\$88,267	\$89,267
15	\$74,724	\$86,530	\$88,693	\$91,797	\$92,797

2025-2026 (3.5% Increase)					
Step	BA	MA	MA-15	MA-30	PHD
1	\$44,662	\$51,719	\$53,012	\$54,867	\$55,867
2	\$46,448	\$53,787	\$55,132	\$57,062	\$58,062
3	\$48,306	\$55,938	\$57,336	\$59,343	\$60,343
4	\$50,238	\$58,176	\$59,630	\$61,717	\$62,717
5	\$52,248	\$60,503	\$62,016	\$64,187	\$65,187
6	\$54,338	\$62,923	\$64,496	\$66,753	\$67,753
7	\$56,512	\$65,441	\$67,077	\$69,425	\$70,425
8	\$58,772	\$68,058	\$69,759	\$72,201	\$73,201
9	\$61,123	\$70,780	\$72,550	\$75,089	\$76,089
10	\$63,568	\$73,612	\$75,452	\$78,093	\$79,093
11	\$66,111	\$76,557	\$78,471	\$81,217	\$82,217
12	\$68,755	\$79,618	\$81,608	\$84,464	\$85,464
13	\$71,505	\$82,803	\$84,873	\$87,844	\$88,844
14	\$74,365	\$86,115	\$88,268	\$91,357	\$92,357
15	\$77,340	\$89,560	\$91,799	\$95,012	\$96,012

2026-2027 (4% Increase)					
Step	BA	MA	MA-15	MA-30	PHD
1	\$46,448	\$53,787	\$55,132	\$57,062	\$58,062
2	\$48,306	\$55,938	\$57,336	\$59,343	\$60,343
3	\$50,238	\$58,176	\$59,630	\$61,717	\$62,717
4	\$52,248	\$60,503	\$62,016	\$64,187	\$65,187
5	\$54,338	\$62,923	\$64,496	\$66,753	\$67,753
6	\$56,512	\$65,441	\$67,077	\$69,425	\$70,425
7	\$58,772	\$68,058	\$69,759	\$72,201	\$73,201
8	\$61,123	\$70,780	\$72,550	\$75,089	\$76,089
9	\$63,568	\$73,612	\$75,452	\$78,093	\$79,093
10	\$66,111	\$76,557	\$78,471	\$81,217	\$82,217
11	\$68,755	\$79,618	\$81,608	\$84,464	\$85,464
12	\$71,505	\$82,803	\$84,873	\$87,844	\$88,844
13	\$74,365	\$86,115	\$88,268	\$91,357	\$92,357
14	\$77,340	\$89,560	\$91,799	\$95,012	\$96,012
15	\$80,434	\$93,143	\$95,472	\$98,814	\$99,814

SALARY PLACEMENT

The Board will endeavor to first hire bargaining unit members who possess a Standard Teaching Certificate, Professional Teaching Certificate, Advanced Professional Teaching Certificate, 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 bargaining unit members hired with a 90-Day Substitute Permit will be employed on a day-to-day basis.

The Board agrees to place bargaining unit members on the above Salary Schedule according to the following:

Experience - Bargaining unit members 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. Bargaining unit members may be given credit for outside teaching experience at the time they are employed by the School District.

Bachelors - Bargaining unit members who possess a Baccalaureate Degree and a Michigan Full Year Special Permit, Provisional, Permanent or Life Certificate shall be placed on in the BA lane.

Masters or Equivalent - A bargaining unit member 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 the MA Lane.

Masters + 15 Hours - A bargaining unit member 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 the MA+15 Lane. If said hours are outside of the bargaining unit member's area of certification / endorsement a bargaining unit member who is seeking to qualify under this provision shall obtain the prior approval of the Assistant Superintendent of Human Resources for such hours. Upon prior approval of the Assistant Superintendent 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 bargaining unit member beyond a Masters Degree which have been required by the School District and for which prior approval has been granted by the Assistant Superintendent 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 on the Masters +15 lane.

Masters + 30 Hours - A bargaining unit member 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 MA+30 Lane. If said hours are outside of the bargaining unit member's area of certificated endorsement or are not part of a university approved advanced degree program, a bargaining unit member who is seeking to qualify under this provision shall obtain the prior approval by the Assistant Superintendent of Human Resources for such hours. Upon prior approval of the Assistant Superintendent 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 bargaining unit member beyond a Masters Degree which have been required by the School District and for which prior approval has been granted by the Assistant Superintendent 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 placed on the Masters + 30 lane.

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 bargaining unit member is enrolled.

Doctorate - Bargaining unit members who have obtained a Doctorate Degree shall be placed on the PHD lane.

General - Bargaining unit members 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 Assistant Superintendent of Human Resources.

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

Wages and benefits under this agreement are based on the number of Bargaining Unit Member work days in the contractual school year and a work day of 7 hours and 15 minutes. Bargaining Unit Members covered by the terms of this Agreement who are employed on a regular, part-time basis, or for less than a full school year, shall receive salary and benefits (including longevity) in accordance with the terms of this Agreement on a pro rata basis. If regular, part-time bargaining unit members elect not to pay the difference between the prorated cost of the insurance coverage provided in Article III and the actual cost, the bargaining unit member shall not receive such benefits, nor shall the Board reimburse the bargaining unit member for the prorated amount of the insurance premiums.

EXTRACURRICULAR SALARY SCHEDULE

In addition to the salary set forth in the Salary schedule, a bargaining unit member assigned one of the following extracurricular activities (Athletic Assignments/Subject-Matter Related Assignments), which are performed in addition to the regular bargaining unit member assignment, shall receive the additional sum of money computed by multiplying the percentage set opposite his/her respective assignment to that salary on the Salary Schedule, and years of actual District experience in the specific assigned athletic assignment or subject-matter assignment.

Examples:

1. A bargaining unit member 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 1 x 7%

2. A bargaining unit member 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 5 x 9%

3. A bargaining unit member 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 four (4) (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 bargaining unit member 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 1 x 5%

5. A bargaining unit member 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 bargaining unit member 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 13 x 5%

However, at such time that a bargaining unit member sponsors the same activity for fifteen years the teacher would be paid as if they were on the next higher lane, i.e. an M. A. member for fifteen years would be paid as follows: M. A. +30 Salary Step 15 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	10
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 (Testing Coordinator)	3 (each)
Middle School State Testing Coordinator	3 (one)
Elementary State Testing Coordinator (No more than 2)	3 (each)

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

Department Head, Instrumental, Grades 5-12	3
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	4
Elementary Student Council	3
Elementary Teacher in Charge ²⁴ (No more than 2)	3 (each)
Auditorium Director	4
Middle School NJHS	2
Science Coordinator – Elementary School	2
S.T.A.N.D.	2
Builder's Club	2
Middle School Youth Choir	3
Forensics	3.5
Fraser Coalition Against Tobacco (FCAT)	2
Teens Talking Truth	2
High School Fund-Raising Coordinator	3
Mentors	1.5
Middle School Show Choir	2
Middle School Jazz Band	2
Elementary Jazz Band	2
Middle School HOSA Advisor	2

Bargaining unit members 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 bargaining unit member 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:

Elementary (each)	6% of BA – 1
Richards Middle School	10% of BA – 1
Fraser High School	18% of BA - 1

SUMMER SCHOOL AND SUPPLEMENTAL SERVICES - Bargaining unit members who have obtained a Baccalaureate Degree and possess a Standard Teaching Certificate, Professional Teaching Certificate, Advanced Professional Teaching Certificate, Provisional or Permanent Certificate shall receive \$45.00 per class hour for teaching Summer School Classes or Supplemental Services.

ADULT EDUCATION PAY²⁵ - All bargaining unit members who have obtained a Baccalaureate Degree and possess a Standard Teaching Certificate, Professional Teaching Certificate, Advanced Professional Teaching Certificate, Provisional or Permanent Certificate shall receive \$20.00 per class hour per class hour for teaching Adult Education Classes.

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

OPTIONAL PAY PRIVILEGE - All bargaining unit members have the option of receiving their pay on a Nineteen (19) or twenty-four (24) installment basis. The Board will indicate paydays on the official School Calendar prior to the commencement of the school year.

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.

ADDITIONAL CLASS ASSIGNMENTS - Any secondary bargaining unit member who is assigned to teach an additional class on a regular basis shall be paid a one-fifth (1/5) of his regular salary, as determined from Exhibit A, pro rata during the period of such assignment.

EXHIBIT B

2024-2025 CALENDAR

AUGUST	21	Welcome Back Breakfast – Staff Only
	22	District-Provided Professional Development
	26	First Day of School for Students FHS & RMS Full Day, Elementary Half Day (11:30 a.m. start time), ECSE PM Only – No ECSE AM Classes
	30 – SEP 2	Labor Day Recess
SEPTEMBER	3	School Resumes
	5	FHS Meet the Teacher
	11	All Levels Early Release – District-Provided Professional Development
	12	RMS Meet the Teacher
	27	FHS & RMS Early Release – District-Provided Professional Development Homecoming
OCTOBER	2	Count Day
	10	RMS Half Day – Afternoon (1-4 p.m.) and Evening (5-8 p.m.) Conferences
	17	FHS Half Day – Afternoon (1-4 p.m.) and Evening (5-8 p.m.) Conferences
	23	Elementary Full Day – Evening (4:30 – 7:30 p.m.) Conferences
	24	Elementary Half Day – Afternoon (1-3:30 p.m.) & Evening (4:30-7:30 p.m.) Conferences ECSE AM Only – No ECSE PM Classes
	31	All Levels Early Release – District-Provided Professional Development
NOVEMBER	5	No School All Levels – Election Day – District-Provided Professional Development
	21	All Levels Early Release – District-Provided Professional Development
	26	Elementary End of First Trimester
	27-29	Thanksgiving Break
DECEMBER	2	School Resumes – Elementary First Day of Second Trimester
	5	Elementary Half Day – Records ECSE PM Only – No ECSE AM Classes

	6	Elementary Half Day – Records ECSE PM Only – No ECSE AM Classes
	11	Elementary Report Cards Distributed
	18	FHS Half Day – Records
	19	FHS Half Day – Records RMS Half Day – Records
	20	FHS Half Day – Records End of First Semester, RMS Half Day – Records – End of First Semester
	23 – JAN 3	Winter Break
JANUARY	6	School Resumes – FHS and RMS First Day of Second Semester
	20	No School All Levels – Martin Luther King, Jr. Day
	29	All Levels Early Release – District-Provided Professional Development, 8 th Grade Family Night at FHS
FEBRUARY	5	Elementary Open House
	12	Count Day
	17-18	Mid-Winter Break
	19	School Resumes
	20	6 th Grade Family Night at RMS
	25	All Levels Early Release – District-Provided Professional Development
	27	Elementary Half Day – Records, ECSE AM Only – No ECSE PM Classes
	28	Elementary Half Day – Records – End of Second Trimester, ECSE AM Only – No ECSE PM Classes
MARCH	3	Elementary First Day of Third Trimester
	5	Elementary Report Cards Distributed
	6	Elementary Half Day – Afternoon (1-3:30 p.m.) & Evening (4:30-7:30 p.m.) Conferences ECSE PM Only – No ECSE AM Classes
	13	RMS Half Day – Afternoon (1-4 p.m.) and Evening (5-8 p.m.) Conferences
	14	RMS Early Release – 2 Hours of Records Time
	20	FHS Half Day – Afternoon (1-4 p.m.) and Evening (5-8 p.m.) Conferences
	24 – 28	Spring Break
	31	School Resumes

APRIL	9	FHS – SAT Testing – 10 th & 11 th Grades Only – Students dismissed at 12:30 p.m.
	10	FHS – SAT Testing – 9 th & 11 th Grades Only – Students dismissed at 11 a.m.
	15	All Levels Early Release – District-Provided Professional Development
	18	No School All Levels – Good Friday
MAY	2	FHS Early Release – Prom – District-Provided Professional Development
	8	RMS & Elementary Early Release – District- Provided Professional Development
	15	All Levels Early Release – District-Provided Professional Development
	16	Seniors' Last Day & Senior Walk
	23-26	No School All Levels – Memorial Day
	27	School Resumes
JUNE	5	FHS Half Day – Records, Elementary Half Day – Records, ECSE AM Only – No ECSE PM Classes
	6	FHS Half Day – 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, No ECSE AM or PM Classes
	7	Graduation - Jimmy John's Field, 10:00 a.m.

Time Key for All Levels

	Elementary	Richards Middle School	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.

**EXHIBIT C
PAY DATES**

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

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, FE

DATE: 3-27-07

EXHIBIT D
Fraser Public Schools and the Fraser Education Association
Tentative Agreement
May 31, 2024

Effective the 2024 – 2025 school year

CHANGE TO FRASER HIGH SCHOOL TEACHERS SCHEDULE:

- Fraser High School will run a 4x4 block schedule which will offer students 7 classes and a seminar period (SMART) each semester.
- Each class will be 90 minutes in length.
- Fraser High School Teachers will teach 5 of 7 blocks along with a seminar period.
- FEA Members will have a 65 minute prep with a 25 minute duty time on one day and a 45 minute prep with a 45 minute duty on the other day of the alternating block schedule.
- Duties will not be assigned based on seniority and a FEA Member can not refuse an assigned duty as directed by building administration.

Blue Day			Gold Day		
Block	Time		Block	Time	
1	7:30-9:00	class	5	7:30-9:00	class
2	9:06-10:36	class	6	9:06-10:36	class
3	10:42-12:42	class	7	10:42-12:42	prep/Duty (45)
4	12:48-2:18	Prep/Duty (25)	8	12:48-2:18	SMART

Definition of FEA Duty Time	Subbing on Prep (Blocks 1-7)	SMART Hour (8th Block)
<ul style="list-style-type: none">● All FEA members at FHS will have a short (25 minutes) and long (45 minutes) duty*● Short duties will be assigned on a rotating basis, during the block, keeping in mind	<ul style="list-style-type: none">● When subbing vacancies need to be filled, staff will only be subbing during times that they have prep. (This could mean that multiple staff will be utilized to cover one course that has a	<ul style="list-style-type: none">● We will no longer be paying teachers to take an everyday SMART Hour.● We will be offering, on a voluntary basis, the opportunity for up to 20 staff members to become a SMART

<p>that there must be 30 minutes of consecutive prep time</p> <ul style="list-style-type: none"> • Duty locations will have an area for staff to sit. • Teachers who take an overage (an additional class) will have a long duty during their open block • Part-time staff will have a short duty on their open block • FEA Members cannot refuse a duty as assigned by building administration. • Shared Building Staff will be addressed individually. 	<p>vacancy.)</p> <ul style="list-style-type: none"> • We will continue to follow our normal process for placing FEA Members to sub on their prep. 	<p>Pair (Seniority will be considered if more than 20 requests are made).</p> <ul style="list-style-type: none"> • The pairing will <u>rotate</u> each SMART Block <p>Teacher A: One Block facilitating SMART Class</p> <p>Teacher B: One Block Assisting with monitoring the hallways during SMART (This would be stationing themselves around the building and checking passes, patrolling hallways, etc.)</p> <p>This would rotate every other SMART Block time.</p> <p>If you opt into the SMART Pair, you may be called into sub during this time without pay.</p> <p>This will be the cohort of teachers who will be asked to sub during this time (unless there are extreme circumstances).</p> <p>Note: If your partner has to sub during SMART, you will operate the SMART class two blocks in a row.</p>
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** Specific duties include:*

- *Restrooms: Monitor how many students are in the restroom at a time. Confirm that students have a pass to the restroom they are trying to use. If the restroom is at full capacity, students will need to wait outside until a spot frees up (SmartPass should handle this aspect if students are going to the proper restroom).*

- *Hallways: Staff may be located at a specific hallway location to monitor students*
- *Doors: Staff may be located at a specific door to monitor students. Some doors may require the use of a scanning system to check students in and out.*
- *Lunch room: Assist an administrator with monitoring the cafeteria. This may include observing the main area, monitoring a restroom, and/or being located at specific hallway locations to keep lunch students contained in the proper areas.*
- *If additional duties arise, we will review with the FEA, and they will be added to this list.*

EXHIBIT E
Fraser Public Schools and the Fraser Education Association
Tentative Agreement
August 23rd, 2024

CHANGE TO ELEMENTARY TEACHER SCHEDULE:

In order to provide the FEA Elementary Teachers with additional lunch time, consistent specials schedule, and coverage before and after school the following changes will occur for the 2024-25 School Year.

All Elementary staff will report 5 minutes earlier and stay 10 minutes later (before and after school) to meet the 7 hours and 15 minute work day. (15 minutes)

- 8:25 am
- 3:40 pm

Ancillary staff with split schedules will be addressed individually to ensure the 7 hours and 15 minute work day.

Elementary FEA Members will have five minutes additional time a day added to their lunch (45 minutes total).

Standard Special Schedule

1	8:45-9:25
2	9:30-10:10
3	10:15-10:55
4	11:00-11:40
Lunch (90 min)	2 x 45 min lunches lunchroom flexibility specials prep and travel time
5	1:10-1:50
6	1:55-2:35
7	2:40-3:20

Specials Teachers

- 11:40 to 1:10 (90 minutes) Travel/Prep/Lunch

District Standard Lunch Schedule

PE Break Down - Lunch Room Setup 11:40 to 11:50 am			
			Teacher Lunches
Lunch #1	11:25 to 11:50 am (outside for recess)	25 minutes	Lunch #1 11:25 to 12:10 pm
	11:50 to 12:10 pm (inside for lunch)	20 minutes	45 Minutes
Lunch #2	11:50 to 12:15 pm (outside for recess)	25 minutes	Lunch #2 11:50 to 12:35 pm
	12:15 to 12:35 pm (inside for lunch)	20 minutes	45 Minutes
Lunch #3	12:15 to 12:40 pm (outside for recess)	25 minutes	Lunch #3
	12:40 to 1:00 pm (inside for lunch)	20 minutes	12:15 to 1:00 pm 45 Minutes
Lunch Room Clean Up - PE Setup 1:00 to 1:10 pm			

PE Break Down - Lunch Room Setup 11:40 to 11:50 am			
			Teacher Lunches
Lunch #1	11:50 to 12:15 pm (outside for recess)	25 minutes	Lunch #1 11:50 to 12:35 pm
	12:15 to 12:35 pm (inside for lunch)	20 minutes	45 Minutes

Lunch #2	12:15 to 12:40 pm (outside for recess)	25 minutes	Lunch #2
	12:40 to 1:00 pm (inside for lunch)	20 minutes	12:15 to 1:00 pm 45 Minutes
Lunch Room Clean Up - PE Setup 1:00 to 1:10 pm			

Note: The **only difference** between the Three Lunch and Two Lunch schedule is that those buildings running Three Lunches, will have some classrooms that will not be able to have a special during 4th Block.