

AGREEMENT

BETWEEN

FENNVILLE BOARD OF EDUCATION

AND

FENNVILLE EDUCATION ASSOCIATION, MEA-NEA

JULY 21, 2014

THROUGH

JUNE 30, 2016

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ARTICLE 1

RECOGNITION AND ASSOCIATION MEMBERSHIP

A. PARTIES TO AGREEMENT

This Agreement entered into this 21st day of July, 2014, by and between the Board of Education of the Fennville Public Schools, Allegan County, Michigan, hereinafter referred to as the "Board" and the Fennville Education Association, affiliated MEA/NEA, hereinafter referred to as the "Association".

B. EXCLUSIVE RECOGNITION

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

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

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

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

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

C. DEFINITIONS:

1. **Employee(s)**

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

2. **Administrative Employees**

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

3. **Temporary Employee**

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

4. **Board**

Unless a contrary intent is clearly indicated, the term 'Board' shall include the District's Superintendent or his/her designee.

D. ASSOCIATION MEMBERSHIP

Employees within the Association's bargaining unit may voluntarily become and/or remain members of the Association and pay to the Association such dues as are determined and assessed by the Association. The Association shall determine the open enrollment period when employees may join the Association based upon its constitution and bylaws.

E. REMITTANCE OF DUES

With respect to all sums deducted by the Board pursuant to authorization of the employee, for membership dues, the Board agrees promptly to remit monthly that portion allocated to the Association and the balance for both the NEA and MEA, to the Association, accompanied by an alphabetical list of employees from whom such deductions have been made. The Association will be advised of new hires within the bargaining unit with thirty (30) school days. The Association agrees to furnish any other information needed by the Board to fulfill the provisions of the Article, and not otherwise available to the Board. The dues deduction provisions of this Paragraph shall apply only if and to the extent permitted by law.

ARTICLE 2

SCHOOL AND ADMINISTRATIVE RIGHTS

A. Management Function

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

1. Executive Management and Administrative Control

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

2. Employment of Staff

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

3. Establish Curriculum

To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

4. Instruction

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

5. Schedules and Responsibilities

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

B. Limitation By Terms of Agreement

The exercise of the foregoing powers, rights, authority, duties, and responsibility by the Board; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith; shall be limited only by the specific and express terms of this Agreement.

C. Enforcement of Rules and Personnel Policies

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

ARTICLE 3

ASSOCIATION AND EMPLOYEE RIGHTS

A. Non Discrimination

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

B. Use of School Facilities and Equipment

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

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

C. Membership Identification

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

D. Use of Mail Boxes

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

E. Use of Bulletin Boards

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

F. Financial Reports

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

G. Processing of Grievances

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

H. Association Required To Specify Information

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

I. Personnel File

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

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

ARTICLE 4

GRIEVANCES AND GRIEVANCE PROCEDURE

A. Definition

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

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

B. General Provisions

1. Any reference to days in the Article is understood to mean business days when the school district's central administration office is open.
2. The time limits contained in the grievance procedure may be extended by mutual written agreement.
3. A grievance which is not timely appealed shall be considered withdrawn. In the event the administration fails to issue a timely response, the grievance shall be deemed to have been denied and may be appealed to the next level.

C. Procedure:

If efforts to resolve a grievance informally have not been satisfactory, the following specific procedures shall be followed:

Step One. Building Administrator.

A grievance must be in writing, and must be filed with the building principal or other appropriate administrator within fifteen (15) days following occurrence of the grievable event, or within fifteen (15) days following the time when it was or could reasonably have been detected, but in no event later than (whichever occurs last): (a) ninety (90) days following occurrence of the grievable event, or (b) the end of the school year during which the grievable event occurred.

The written grievance must:

1. Be identified as "individual" or "Association," and shall be signed by the grievant;
2. Identify the specific provision(s) of this Agreement which have allegedly been violated;
3. State the facts supporting the alleged grievance, and the date(s) when the alleged violation occurred; and
4. Specify the relief requested.

(A Grievance Form is attached to the Agreement in Schedule D.)

Within five (5) days following receipt of the grievance at Step One, the building principal or other appropriate administrator shall meet with the grievant and/or the Association to hear and discuss the grievance.

Within five (5) days following the Step One meeting, the building principal or other appropriate administrator shall issue a written response or answer to the grievance and provide a copy of the same to the grievant and the Association.

Step Two. Superintendent.

If a grievance is not satisfactorily resolved at Step One, the grievant may appeal it to the Superintendent, in writing, within five (5) days following receipt of the Step One written answer (or following the time when it should have been received if it was not timely received).

Within five (5) days following receipt of the grievance at Step Two, the Superintendent shall meet with the grievant and/or the Association to hear and discuss the grievance.

Within five (5) days following the Step Two meeting, the Superintendent shall issue a written response or answer to the grievance and provide a copy of the same to the grievant and the Association.

Step Three. Board Committee.

If a grievance is not satisfactorily resolved at Step Two, the grievant may appeal it to the Board's Grievance Committee, in writing, within five (5) days following receipt of the Step Two written answer (or following the time when it should have been received if it was not timely received). Such written appeal shall be filed with the Superintendent who shall promptly transmit it to the members of the Board's Grievance Committee.

Within ten (10) days following receipt of the grievance at Step Three, the Board's Grievance Committee shall meet with the grievant and/or the Association and the Superintendent to hear and discuss the grievance.

The Board's Grievance Committee may, in its discretion, either: (a) respond to the grievance on its own behalf (i.e. without referral to the Board) or (b) refer the grievance to the Board (together with the Committee's recommendation) for action by the Board. A response by the Committee alone shall be issued within ten (10) days following the Step Three meeting; and a response by the Board (when applicable) shall be issued within ten (10) days following the Board's first regular meeting after the Step Three meeting.

Step Four. Arbitration.

If a grievance is not satisfactorily resolved at Step Three, the Association (but not an individual grievant) may appeal it to arbitration by filing a written demand for arbitration with the American Arbitration Association and with the Superintendent within thirty (30) days following receipt of the Step Three written answer (or following the time when it should

have been received if it was not timely received). Only the Association's President and/or Executive Board shall have the right to determine whether or not the grievance is to be submitted to arbitration.

D. Powers of the Arbitrator

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

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

E. Arbitrability

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

F. Written Decision

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

G. Decision To Be Final and Binding

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

H. Fees And Expenses

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

ARTICLE 5

TEACHING HOURS AND SCHOOL CALENDAR

A. Duty Hours

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

Notwithstanding any other provisions of this Article, it is understood and agreed that IEPT meetings shall not, without the teacher's consent, be held before the student day or later than one hour after the student day. After school IEPT meetings shall not, without the teacher's consent, exceed three (3) per calendar month. Teachers shall be given at least five (5) school day's notice prior to IEPT meetings scheduled outside of the employee's regular work hours, except on rare occasions when the meeting must be rescheduled.

B. Lunch Period

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

C. Teaching Load

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

D. Class Schedules

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

E. Planning/Conference Time

All secondary employees shall have a period of fifty-five (55) minutes for planning each student day. All elementary employees shall have a period of fifty (50) minutes for planning each student day. The planning time at the elementary shall be provided through the use of

special teachers, i.e. music, art, PE, foreign language, computer. One teacher per grade level may remain indoors supervising students during outdoor classroom.

All instruction of students shall be provided by certified teachers including time spent in the elementary, outdoors classroom. The amount, not to exceed thirty (30) minutes, and the clock hour of outdoor education shall be determined by the building administrator collaboratively with the elementary teachers affected.

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

F. Deviations From Schedules

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

G. Staff Meetings - District

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

H. Staff Meetings - Administrative Unit

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

I. School Calendar

No Deviation From Calendar

For the term of this Agreement, the school calendar shall be set forth in Schedule C. There shall be no deviation from, or change in the school calendar except by mutual agreement between the Board and the Association; provided, however, that any student instructional days and/or hours which are lost due to inclement weather or other school closures, and which are required to be made up in order to satisfy the minimum State student instructional requirements, shall be added to the end of the school calendar (unless the Board and the Association agree to some other make-up schedule) and shall be made up without additional compensation; and provided further that any make-up hours shall be in increments mutually agreed upon.

ARTICLE 6

TEACHING CONDITIONS, ASSIGNMENTS AND CLASS LOADS

A. Educational Materials and Equipment

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

B. Faculty Rooms

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

C. Telephones

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

D. Vending Machines

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

E. Parking

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

F. Faculty Pass

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

G. Unsafe Conditions

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

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

H. Professional Development

The Board will budget an amount of money within each administrative unit for the specific purpose of professional development. Priority will be given to those employees teaching in areas in which they have not taught during the previous five (5) years. Any reimbursement must be authorized prior to incurring expenses.

Should the Board choose to send the employee to college/university classes, only the tuition will be covered by the Board and the Board shall have the right to determine which courses it will pay for.

I. Assignments During A Planning Period

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

J. Notification of Tentative Assignments

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

K. Additional Assignments

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

L. Pupil - Instructor Ratio

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

1. make every effort to keep class size at an acceptable number;
2. assure that class size will be appropriate to the room assigned and the equipment and materials available;
3. place the best interest of sound education as the first priority within the framework of existing financial conditions.

M. Supervision of Students

During the school day, employees are responsible for student supervision at all times. If the administrative unit principal requests that employees supervise students during their duty free time, such employees shall be paid \$20 per week per 15 minute (per day) weekly assignment.

N. Class Sponsorship

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

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

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

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

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

O. Job Sharing Employee

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

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

P. Special or Substitute Teaching Assignments

1. Substitute Employee List Maintained

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

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

2. Regularly Employed Employees As Substitutes

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

Middle School and High School teachers who substitute during their planning period shall receive \$20 pay.

Elementary teachers who give up their planning period due to a lack of specialists (i.e. art, music, PE) shall receive \$20 pay. If an elementary teacher is required to take an entire classroom of students for a whole day, the teacher shall receive \$100. In situations where the teacher is assigned a fraction of another classroom, and/or has the classroom for less than a whole day, the compensation will be pro-rated. (For example, if the teacher is assigned 1/2 of another classroom for a full day, the compensation will be 1/2; and if the teacher has 1/2 of another classroom for 1/2 of the day, the compensation will be 1/4; etc.).

Q. Curriculum Teams and Leaders

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

Each teacher will serve on a curriculum team of his/her choice, provided each content level has a grade level representative. If teacher choices do not result in adequate representation on the curriculum teams, then curriculum team adjustments will be made by the Curriculum

Director, in consultation with the building administrators. Team assignments will generally be based on a teacher's grade level or subject matter assignment and will typically be for a period of 3 years. A teacher having a preference for a curriculum team assignment, or desiring a change in curriculum team assignment, may make his/her interests known to the Curriculum Director by March 1st of each school year.

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

R. Different Buildings

Teachers with assignments in a different building shall be given ten (10) minutes travel time between buildings if the employee is required to teach a class that would normally begin within ten (10) minutes.

ARTICLE 7

TEACHING VACANCIES, PROMOTIONS AND TRANSFERS

A. Employee Transfer Request

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

B. Vacancies During School Year

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

C. Vacancies For Next School Year

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

D. Change of Assignment

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

E. Return To Employee Status

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

F. Schedule B Positions

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

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

G. Extra Duty Positions Not Automatically Filled

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

ARTICLE 8

BARGAINING UNIT SENIORITY AND UNEMPLOYMENT COMPENSATION

A. Definition of Seniority

1. Seniority shall be defined as length of service in the bargaining unit. An employee who leaves the bargaining unit without severing employment with the District (e.g. a teacher who accepts an administrative position with the District) shall retain his/her previous bargaining unit seniority but shall not receive seniority credit for the time spent out of the unit.
2. Any individual on an unpaid leave of absence of any type, shall retain previously accumulated seniority, but shall not accumulate seniority while on leave.
3. Employer-approved paid sick leaves and sabbatical leaves shall continue to accumulate seniority.
4. All bargaining unit seniority is lost when employment is severed by resignation, retirement, or discharge.
5. A bargaining unit member employed as school social worker or school psychologist shall earn and hold seniority in his/her assignment as a social worker or a psychologist only.

B. Seniority Tie Breakers

If two or more employees have the same last date of hire, they shall appear on the seniority list based on the time of issuance recorded on the hiring form.

C. Seniority – Annual Statement

By December 1, each school year, the administration shall prepare a seniority list with the certification of each employee. A copy of the list shall be furnished to each employee. The employee will have ten (10) working days to indicate any discrepancies. If none are submitted, the list will then be determined to be accurate. Employees hired after December 1st shall be added to the seniority list, and a revised seniority list may be requested by the Association from time to time.

D. Unemployment Compensation

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

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

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

ARTICLE 9

PROFESSIONAL RESPONSIBILITIES AND CONDUCT

A. Professionalism

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

ARTICLE 10

STUDENT DISCIPLINE AND PROTECTION OF EMPLOYEES

A. Discipline Rules and Regulations

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

B. Assault

1. Removal of Student

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

2. Legal Counsel - Assault

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

C. Legal Counsel - Disciplinary Actions

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

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

D. Reimbursement For Losses

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

ARTICLE 11

MENTOR PROGRAM

- A. Each probationary employee, in his/her first three (3) years in the classroom, shall be assigned a Mentor Teacher, according to Section 1526 of the School Code. The Mentor Teacher, defined as a tenured teacher, a retired teacher, or college professor, or appropriate alternative, excluding supervisory personnel shall be available to provide professional support, instructions, and guidance. The purpose of the Mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion, to acclimate the teacher to the duties of the job, and to provide necessary assistance to provide quality instruction.
- B. A mentor shall be assigned in accordance with the following:
1. A reasonable effort will be made to assign the Probationary Teacher with a Mentor who works in the same building and has the same area of certification as the Probationary employee.
 2. The Mentor shall meet with the Probationary employee informally whenever possible or necessary. A formal conference between the Mentor and first year Probationary employee shall be scheduled to occur prior to the start of the school year. This conference will be a minimum of one hour in length.
 3. Once a Mentor accepts the position, he/she will continue in that position for the first three (3) years of the probationary period unless released from the assignment: (i) by the administration, or (ii) by the administration at the request of either the Mentor or the Probationary employee.
 4. Either the Mentor or the Probationary employee may request to terminate the Mentor-Probationary employee relationship if, in either party's opinion, the relationship is not productive. The request will be given to the building administrator. If the request is upheld, a new Mentor will be assigned the Probationary employee.
 5. Each Mentor shall receive a job description and training. The Association and Administration will work together in order to accomplish these tasks.
 6. A mentor employee assigned from the bargaining unit shall be compensated in the amount for \$250.00 per assignment per semester.
 7. At least one-half (1/2) day per semester shall be granted upon request of the Mentor or the Probationary employee to allow for additional meetings, team teaching, classroom observations, and mentoring activities. Said release time shall be granted at times approved by the building administrator. Additional release time may be granted on other occasions at the building administrator's discretion. Release time shall not normally occur during the last five (5) weeks of the school year without the building administrator's approval.
 8. The Mentor teacher shall complete a Mentor Program Form supplied by the District documenting all meeting times between Mentor and Probationary employee during the semester/year. Said record form shall be given to the building principal at the conclusion of each semester prior to Mentor receiving compensation for the Mentoring assignment.

ARTICLE 12

PROFESSIONAL COMPENSATION AND INSURANCE BENEFITS

A. Salary Schedule A

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

B. Extra Duties Salary Schedule B

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

C. Salary Credit - Outside Experience

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

D. Years of Experience In District and Freeze

1. Years of Experience. In establishing credit for years of experience, the following shall apply when determining an employee's "step" placement on the Salary Schedule: (a) if an employee's full time equivalent status for a given school year is one-half (1/2) time or more, the employee shall receive one year of credit on the salary schedule; and (b) if an employee's full time equivalent status for a given school year is less than one-half (1/2) time, the employee shall receive one year of credit on the salary schedule for each two (2) years of such employment. Except for "step" placement and progression previously determined, "step" progression pursuant to this paragraph shall only apply prospectively (i.e. based on employment following July 1, 2012) and shall then only occur upon commencement of a subsequent school year (i.e. not mid-year).
2. Freeze. (a) In the event an employee receives a year-end evaluation rating of ineffective, the employee's salary shall be frozen for the next succeeding school year and the employee shall not progress on the salary schedule. Upon receiving a subsequent year-end evaluation rating of minimally effective or higher, the employee shall (upon commencement of the next school year) resume progression on the salary schedule from his/her prior "step" (i.e. without making up the lost step).

(b) In the event an employee receives a year-end evaluation rating of minimally effective, the employee shall be allowed to progress to the next salary schedule "step" (but only if unit employees in general are allowed to do so); provided, however, that the salary increase the employee receives for the next school year shall be one-half (1/2) of the increase the employee would otherwise receive. (For

example, an employee subject to this paragraph would move to the next step, but if the dollar value of the step movement would normally be \$1,500, the employee would instead receive a salary increase of \$750). Upon receiving a subsequent year-end evaluation rating of effective or higher, the employee shall (upon commencement of the next school year) receive the full step and salary increase to which he/she may then be entitled.

E. Payroll Schedule

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

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

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

F. Advanced Degree Attained

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

G. Tuition Reimbursement

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

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

after consultation with the Association, the District shall deduct the payments as permitted by law.

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

H. Retirement

1. Notice of Intent To Retire

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

2. Reimbursement For Accrued Sick Leave

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

3. Early Retirement Notification

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

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

QUALIFICATIONS/REGULATIONS:

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

I. Insurance

1. Coverage Availability and Premium Co-Pay.

a. Group Health.

(i) **Coverage.** The Board shall provide, for eligible (i.e. regular full-time and regular part-time) employees, group health insurance coverage through one or more plans or programs (including co-pays, deductibles and benefit levels) which are mutually acceptable to the Board and the Association.

(ii) **Premium Co-Pay.** For eligible and participating full-time employees, the Board's contribution toward the cost of such group health insurance coverage, including premiums and any other Board paid payments or contributions relating to such coverage, shall be limited to the so-called maximum "hard cap" levels prescribed in the Publicly Funded Health Insurance Contribution Act (Act 152 of 2011; MCL 15.561-569), as the same may be amended from time to time.

For eligible and participating part-time employees, the Board's contribution toward the cost of such coverage shall be pro-rated based on the employee's part-time status in relation to full-time status.

(iii) **Cash-in-Lieu.** Full-time employees who are eligible for but elect not to participate in the group health insurance plan or program, shall receive a cash-in-lieu of health insurance payment, through the District's Section 125 cafeteria plan, in the amount of \$75.00 per month. However, if seven (7) full-time employees opt for cash-in-lieu of health insurance, the amount will be \$250.00 per month; and if ten (10) or more full-time employees opt for cash-in-lieu of health insurance, the amount will be \$350.00 per month.

The applicable cash-in-lieu of health insurance payment level shall be determined on a monthly basis, with the understanding that if the cash-in-lieu amount will change, from one month to the next, a new open enrollment period will be provided within thirty (30) days of the change.

For part-time employees who are eligible for but elect not to participate in the group health insurance plan or program, the cash-in-lieu of health insurance payments prescribed above shall be pro-rated based on the employee's part-time status in relation to full-time status.

As a condition of receiving the cash-in-lieu of insurance payment, however, an otherwise eligible employee must provide the District with written proof of his/her health insurance coverage through another source; and, in the absence of such proof, the employee shall instead enroll in the District's group health insurance plan or program.

b. Other Group Insurance.

- (i) Coverage. The Board shall provide, for eligible (i.e. regular full-time and regular part-time) employees, group dental insurance coverage, group vision insurance coverage, group long term disability (LTD) insurance coverage and group term life insurance coverage through one or more plans or programs (including benefit levels) which are mutually acceptable to the Board and the Association.
- (ii) Premium Co-Pay. For eligible and participating full-time employees, the Board's contribution toward the cost of any such group insurance coverage shall be limited to ninety percent (90%) of the premium(s).

For eligible and participating part-time employees, the Board's contribution toward the cost of any such coverage shall be pro-rated based on the employee's part-time status in relation to full-time status.

2. Delinquent Payments

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

3. Terms of Coverage

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

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

4. Grievance Procedure

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

ARTICLE 13

LEAVES

A. Paid Leave

1. Paid Sick Leave

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

a. Accumulation of Sick Leave Days

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

b. Sick Leave - Annual Statement

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

c. Doctor and Dental Appointments

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

d. Communicable Diseases

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

e. Workers Compensation

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

f. Intended Purpose

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

g. Redemption of Accumulated Sick Leave

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

Example 1:

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

Example 2:

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

2. Bereavement Leave

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

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

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

3. Personal Leave

a. Personal Leave Defined

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

b. Personal Leave - Regulations

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

c. Leaves Per Building

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

d. Unused Personal Leave Days

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

4. Jury Duty

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

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

5. Staff Development

a. Professional Conferences

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

b. Fees and Expenditures

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

c. Written Application

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

6. Association Leave

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

B. Sabbatical Leaves

1. Sabbatical Leave Defined

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

2. Application and Program of Study

a. Application

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

b. Program of Study

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

3. Salary and Benefits

a. Salary

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

b. Insurance

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

4. Return to Same Position

The employee shall be offered the same position or a position of like nature upon return at the close of the leave unless conditions as described in Article 8 shall come into effect, in which case the provision of that Article shall prevail.

5. Seniority

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

6. Sick Leave Does Not Accrue

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

7. Number of Leaves

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

8. Seniority Factor as the Tie Breaker

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

9. One Year Commitment

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

C. Other Leaves

1. Family and Medical Leave. Employees eligible for leave time under the provisions of the Family and Medical Leave Act ("FMLA") and its implementing regulations shall be granted such leave, to the extent required by the FMLA, for the purpose(s) and subject to the terms and conditions of the FMLA and its regulations. Any leave which is otherwise available under the provisions of this Agreement (e.g. paid sick leave, etc.) for the same purpose(s) for which leave is required to be provided under the FMLA shall be used concurrently with the FMLA leave and shall be credited toward fulfilling the employee's leave entitlement under the FMLA. For example, if the employee qualifies for both paid sick leave and FMLA leave, the paid sick leave shall be used as part of the FMLA leave. If the employee qualifies for FMLA leave, but not paid sick leave, then and in such event the FMLA leave shall be unpaid. FMLA leave time eligibility shall be applied on a "rolling" 12 month basis (i.e. up to 12 weeks in any 12 month period, etc.).

If an eligible employee fails to return from an unpaid leave during which the employee received a continuation of paid insurance benefits under the FMLA, the amount paid by the Board for continuation of such benefits shall be repaid to the Board, if and to the extent permitted by the FMLA and its regulations, unless the employee was otherwise entitled to the continuation of such benefits under other sections of this Agreement. Repayment shall be made within fifteen (15) days after a request for payment or according to a repayment plan agreed upon between the employee and the Board. Any amount, or portion thereof, which is owing for repayment will be deducted from any wage or other payments owing to the employee. Any remaining deficiency owing for repayment shall be collectable by initiating legal action against the employee for repayment, if not remitted within fifteen (15) days after the request for repayment is made.

2. **Unpaid Disability Leave.** A tenured employee who is unable to teach because of personal illness or disability, and who has exhausted all paid sick leave available, shall be granted a leave of absence without pay for the duration of such illness but not to exceed one (1) year. Such leave shall be treated as an FMLA leave if and to the extent it qualifies as such. A request for such leave must be in writing prior to depletion of the accumulated sick leave. Upon return from such leave, a doctor's release shall be required by the Board, and the employee shall be placed on that step of the salary schedule on which he or she was located at the time the leave was granted.
3. **Unpaid Child Care Leave.** An employee shall be granted an unpaid child care leave for a period of up to one (1) year for the purpose of child birth and/or parental care of his/her newborn or newly adopted child. Such leave shall be treated as an FMLA leave if and to the extent it qualifies as such. An employee seeking an unpaid child care leave shall file a written application with the Superintendent at least sixty (60) days prior to the desired leave date.
4. **Other Unpaid Leaves.** Other unpaid leaves (i.e. for reasons other than those prescribed above) may be sought in writing by an employee but shall be subject to granting or denial in the sole discretion of the Board (unless the employee is legally entitled to such leave -- e.g. for military service, etc.).

D. **General Conditions Applicable to Leaves.** The following provisions shall apply to leaves of absence, whether paid or unpaid, unless otherwise prescribed below, or unless contrary provisions are prescribed in this Agreement with respect to a particular type of leave, or unless otherwise legally required -- e.g. by the FMLA, by veteran's re-employment statutes, etc.

1. **Waiver of Advance Notice.** The Board may waive any advance leave application or notification requirements if circumstances are such that the applicant could not reasonably comply with such requirements.
2. **Renewal of Leave.** Prior to exhaustion of an initial unpaid leave, an employee may make a written request or application for renewal or extension of said leave for an additional period not to exceed one (1) year. The granting or denial of any such leave shall be in the Board's sole discretion, and shall be subject to such terms or conditions as the Board may impose.
3. **Falsification of Reason.** Any employee who willfully falsified his/her reason for a leave of absence shall be considered to have breached this Contract. The Association recognizes the seriousness of such action on the part of the employee. The Board shall handle such cases in accordance with its disciplinary policy and procedures and (if and to the extent applicable) with the Teachers' Tenure Act. The Board's action shall not be grievable.
4. **Seniority.** Seniority shall not accrue during any unpaid leave unless legally required (e.g. in the case of a military leave); provided, however, that seniority previously earned shall not be lost.

5. Sick Leave. Sick leave and personal leave days shall not accrue during any unpaid leave, but the employee shall retain existing sick leave credit.
6. Insurance. Continuation (if any) of an employee's group insurance benefits during an approved leave shall be as prescribed in the "Terms of Coverage" provisions of Article 12 (entitled "Professional Compensation and Insurance Benefits").
7. Salary Schedule Placement. An employee returning from an unpaid leave shall be placed on the next step of the salary schedule from which he/she went on leave if he/she taught at least a full semester immediately prior to the leave date. If the employee had not taught a full semester immediately prior to the leave date, then he/she shall remain on the same salary schedule step from which he/she went on leave. Employees returning from military service leave, however, shall have such re-employment rights as are prescribed by applicable law(s).
8. Return from Leave. Except for such placement rights as may be legally afforded a teacher returning from a FMLA leave, the placement of a teacher returning from an unpaid leave shall be no later than the beginning of the next semester. The Board may request from the Association the ability to extend the use of a temporary employee for more than a semester during an approved leave. The Association shall agree to a reasonable request based on meeting the education needs of the students. However, a temporary employee cannot be used beyond the end of the school year without Association approval. Furthermore, it is expressly understood that except for Article 13, D.8, the definition of Temporary Employee in Article 1, C.3 shall be binding on the parties.
9. Death or Injury. The employer shall not be held liable for death or injuries sustained by a bargaining unit member while that person is on any type of leave described in this Article.

E. Physical and Mental Examinations.

1. Statement of Fitness Request. To the extent permitted by applicable law, an employee may be examined, upon request of the Board, at the Board's expense, by a physician of his/her personal choice and/or a physician of the Board's choice. A statement of fitness for duties assigned shall be filed with the Superintendent within thirty (30) days after completion of the examination. Any final decision regarding the fitness of the employee shall not be made until the Superintendent, the examining physicians, and the employee concerned confer relative to the physical or mental condition(s) in question.
2. Extended Illness. Any employee absent because of an extended or serious illness shall furnish the Superintendent, prior to his/her return to service, a statement from a licensed physician indicating that his/her health is satisfactory for return to his/her teaching duties.

ARTICLE 14

MISCELLANEOUS AND TERM OF AGREEMENT

A. No Strike/No Lockout Clause

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

B. Contract Supersedes Prior Agreement

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

C. Complete Commitments

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

D. Amendments To Agreement

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

E. Remaining Provisions Not Affected

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

F. Duration of Agreement

This Agreement shall become effective on July 21, 2014, and shall continue in effect until June 30, 2016. This Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties or is replaced by a successor agreement.

G. Execution of Agreement

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

H. Contract Administration

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

I. Emergency Manager

An emergency manager appointed under Act 436 of 2012 (the Local Financial Stability and Choice Act), which superseded Act 4 of 2011 (the Local Government and School District Fiscal Accountability Act), shall be allowed to reject, modify, or terminate this Agreement as provided in said Act.

FENNVILLE PUBLIC SCHOOLS
ALLEGAN COUNTY MICHIGAN
BOARD OF EDUCATION

By 

President

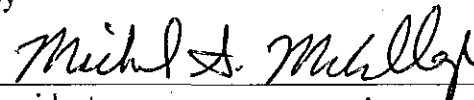


Secretary

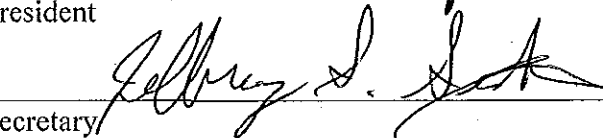
Dated: 7-21-14

FENNVILLE EDUCATION
ASSOCIATION, MEA-NEA

By



President



Secretary

Dated: 7-21-14

SCHEDULE A

FENNVILLE PUBLIC SCHOOLS

2014-2015 Salary Schedule

Step		BA	MA	EDS
Base	1	\$32,776	\$34,649	\$36,070
1	1.05	\$34,414	\$36,382	\$37,874
2	1.1	\$36,053	\$38,114	\$39,677
3	1.15	\$37,692	\$39,847	\$41,481
4	1.2	\$39,331	\$41,579	\$43,284
5	1.25	\$40,969	\$43,312	\$45,088
6	1.3	\$42,608	\$45,044	\$46,891
7	1.35	\$44,247	\$46,777	\$48,695
8	1.4	\$45,886	\$48,509	\$50,498
9	1.45	\$47,525	\$50,242	\$52,302
10	1.5	\$49,163	\$51,974	\$54,105
11	1.55	\$50,802	\$53,707	\$55,909
12	1.61	\$52,769	\$55,786	\$58,073
13	1.67	\$54,735	\$57,865	\$60,237
14	1.74	\$57,029	\$60,290	\$62,762
15	1.81		\$62,715	\$65,287
18	1.825		\$63,235	\$65,828
20	1.834		\$63,547	\$66,153

Salary Schedule Supplements:

A. Longevity Benefit. Employees who are both: (1) in the BA column and (2) at Step 13 or above upon commencement of the 2012-2013 school year, shall receive the following additional (i.e. beyond their base salary) longevity benefits:

1. For services rendered, a \$500 non-elective employer contribution shall be made to a 403(b) annuity for each eligible teacher who completes eighteen (18) years of continuous, active full-time employment with the district. Such contribution shall be made to an account established by the employee with a provider on the approved 403(b) vendor list, and will be made at the end of the 18th (and each subsequent) year of such qualifying employment. The employee shall notify the District of the provider and account information not later than a date to be specified by the District in writing on an annual basis.

2. For services rendered, an additional \$300 non-elective employer contribution (\$800 total contribution) shall be made to a 403(b) annuity for each eligible teacher who completes twenty (20) years of continuous, active full-time employment with the district. Such contribution shall be made at the end of the 20th (and each subsequent) year of such qualifying employment. Such contribution shall be subject to the same terms as described above.

This longevity benefit will continue only as long as employees described in Paragraph A (above) remain members of the bargaining unit and remain in the BA column. With respect to any other employees (including both current and future employees), the longevity benefit shall cease.

SCHEDULE A-1

FENNVILLE PUBLIC SCHOOLS

2015-2016 Salary Schedule

Step		BA	MA	EDS
Base	1	\$33,103	\$34,996	\$36,251
1	1.05	\$34,758	\$36,746	\$38,063
2	1.1	\$36,414	\$38,495	\$39,876
3	1.15	\$38,069	\$40,245	\$41,688
4	1.2	\$39,724	\$41,995	\$43,501
5	1.25	\$41,379	\$43,745	\$45,313
6	1.3	\$43,034	\$45,495	\$47,126
7	1.35	\$44,689	\$47,244	\$48,938
8	1.4	\$46,345	\$48,994	\$50,751
9	1.45	\$48,000	\$50,744	\$52,563
10	1.5	\$49,655	\$52,494	\$54,376
11	1.55	\$51,310	\$54,244	\$56,188
12	1.61	\$53,296	\$56,343	\$58,363
13	1.67	\$55,282	\$58,443	\$60,538
14	1.74	\$57,600	\$60,893	\$63,076
15	1.81		\$63,343	\$65,613
18	1.825		\$63,868	\$66,157
20	1.834		\$64,182	\$66,483

Salary Schedule Supplements:

A. Longevity Benefit. Employees who are both: (1) in the BA column and (2) at Step 13 or above upon commencement of the 2012-2013 school year, shall receive the following additional (i.e. beyond their base salary) longevity benefits:

1. For services rendered, a \$500 non-elective employer contribution shall be made to a 403(b) annuity for each eligible teacher who completes eighteen (18) years of continuous, active full-time employment with the district. Such contribution shall be made to an account established by the employee with a provider on the approved 403(b) vendor list, and will be made at the end of the 18th (and each subsequent) year of such qualifying employment. The employee shall notify the District of the provider and account information not later than a date to be specified by the District in writing on an annual basis.

2. For services rendered, an additional \$300 non-elective employer contribution (\$800 total contribution) shall be made to a 403(b) annuity for each eligible teacher who completes twenty

(20) years of continuous, active full-time employment with the district. Such contribution shall be made at the end of the 20th (and each subsequent) year of such qualifying employment. Such contribution shall be subject to the same terms as described above.

This longevity benefit will continue only as long as employees described in Paragraph A (above) remain members of the bargaining unit and remain in the BA column. With respect to any other employees (including both current and future employees), the longevity benefit shall cease.

SCHEDULE B

EXTRA DUTY PAY SCHEDULE

Varsity Head Coaches – Football, Girls Basketball, Boys Basketball	12.5%
Varsity Head Coaches – Volleyball, Wrestling, Cross Country, Boys Soccer, Girls Soccer	10.5%
Varsity Head Coaches – Boys Track, Girls Track, Baseball & Softball	9.5%
All Assistant and JV Coaches	8.5%
High School Cheerleader Coach (Per Season)	7.5%
Middle School Coaches	5.0%
Middle School Cheerleading Coaches (If multiple teams)	5.5%
Season Site Coördinators	5.5%
Middle School/High School Counselor (1 week before & 1 week after)	5.0%
Student Council (K-2)	3.0%
Student Council (3-5)	3.0%
Student Council (6-8)	3.0%
Student Council (9-12)	4.0%
Drama Director (per play)	3.0%
Quiz Bowl	2.5%
Band (School Year)	9.0%
Band (Summer)	3.0%
Choir	4.0%
Curriculum Team Leaders	3.5%
National Honor Society	2.5%
Ski Club (2)	2.5%
Forensics/Debate	2.5%
Destination Imagination /OM Coordinator	3.5%
Model United Nations	2.5%
Class Sponsors (11-12)	3.0%
Class Sponsors (9-10)	2.5%
Art Club (3)	2.5%
Conflict Mgr. Coordinator	2.75%
Year Book	5.0%
Multi-Cultural Club	2.5%
Washington D.C. Trip Coordinator	2.5%
Math Counts	2.0%

NOTES:

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

6. The above percentages apply to the B.A. level of the Salary Schedule (Schedule A) in effect for that year. The first year a coach/sponsor will be placed on Step 0, and with each subsequent year of experience in the same Schedule B assignment the percentage will apply to the next Step of the B.A. Schedule (up to but not exceeding Step 5); provided, however, that if an employee has been out of a specific Schedule B assignment for three (3) or more years, then the experience credit to be given the employee upon return to the assignment shall be determined by the District.
7. The presence of a sport or activity on Schedule B does not guarantee that the sport or activity will be offered.

**SCHEDULE C
FENNVILLE PUBLIC SCHOOLS
2014-15 CALENDAR**

August	25-26	Professional Development for Staff 8:00 a.m. – 2:30 p.m.
	26	Open House 4:30 – 6:30 p.m.
September	1	LABOR DAY- NO SCHOOL FOR STAFF OR STUDENTS
	2	FIRST DAY OF SCHOOL FOR STUDENTS
October	30	End of First Marking Period
	31	NO SCHOOL FOR STUDENTS; Professional Development for Staff
November	11	6-8 Parent-Teacher Conferences 4:00 p.m. – 7:00 p.m.
	12	K-12 Parent-Teacher Conferences 4:00 p.m. – 7:00 p.m.
	13	K-5 Parent-Teacher Conferences 4:00 p.m. – 7:00 p.m.
		9-12 Parent-Teacher Conferences 4:00 p.m. – 7:00 p.m.
	26-28	THANKSGIVING BREAK – NO SCHOOL FOR STAFF OR STUDENTS
December	22-31	HOLIDAY BREAK – NO SCHOOL FOR STAFF OR STUDENTS
January	1-2	HOLIDAY BREAK – NO SCHOOL FOR STAFF OR STUDENTS
	5	School Resumes
	23	End of Second Marking Period, HALF DAY FOR STUDENTS Students dismissed at 11:05 a.m. Full Day for Staff
February	11	K-8 Parent-Teacher Conferences 4:00 p.m. – 7:00 p.m.
	12	K-8 Parent-Teacher Conferences 4:00 p.m. – 7:00 p.m.
	13	NO SCHOOL FOR STUDENTS; Professional Development for Staff
	16	NO SCHOOL FOR STAFF OR STUDENTS
March	11	9-12 Parent-Teacher Conferences 4:00 p.m. – 7:00 p.m.
	12	9-12 Parent-Teacher Conferences 4:00 p.m. – 7:00 p.m.
	27	End of Third Marking Period
April	3-10	SPRING BREAK – NO SCHOOL FOR STUDENTS OR STAFF
	13	School Resumes
May	25	MEMORIAL DAY – NO SCHOOL FOR STAFF OR STUDENTS
June	4	LAST DAY OF SCHOOL, HALF DAY FOR STUDENTS Students dismissed at 11:05 a.m. Full Day for Staff
	5	Half Day for Staff

**SCHEDULE C-1
FENNVILLE PUBLIC SCHOOLS
2015-16 CALENDAR**

Calendar to be determined

SCHEDULE D
FENNVILLE EDUCATION ASSOCIATION
GRIEVANCE REPORT FORM

Grievance # _____

Distribution of Form

1. Superintendent
2. Building Administrator
3. Association
4. Grievant

Building

Assignment

Name of Grievant

Date Filed

STEP 1 (Building Administrator)

- A. Date Cause of Grievance Occurred: _____
- B. Date of Oral Conference with Principal: _____
- C. 1. Statement of the Facts: _____

(Attach additional sheet if needed.)

2. Section(s) or Subsection(s) of Master Agreement alleged to have been violated: _____
- _____
3. Relief Sought: _____

Signature of Grievant

Date

D. Building Administrator's Step One Response: _____

(Attach additional sheet if needed.)

Signature (Building Administrator) Date

E. Position of Grievant and Association: _____

(Attach additional sheet if needed.)

Signature (Grievant) Date

Signature (Association) Date

STEP TWO (Superintendent)

A. Date Received by Superintendent : _____

B. Superintendent's Step Two Response: _____

(Attach additional sheet if needed.)

Signature (Superintendent or Designee) Date

C. Position of Grievant and Association: _____

(Attach additional sheet if needed.)

Signature (Grievant) Date

Signature (Association) Date

STEP THREE (Board Committee)

A. Date Received by Superintendent (on behalf of Board Committee): _____

LETTER OF UNDERSTANDING NO. 1

Between the
Fennville Public Schools
And the
Fennville Education Association

The Fennville Board of Education (hereafter referred to as the Board) and Fennville Education Association, MEA-NEA (hereafter referred to as the Association), agree as a pilot for the duration of this agreement, the District shall provide full tuition reimbursement for teachers who complete a bilingual or ESL endorsement, or conversational Spanish classes, as follows. Reimbursement shall not exceed 6 credits per year per employee, or a total of 30 credits per year for the bargaining unit, on a first-come, first serve basis. Employees who receive tuition reimbursement per this pilot in excess of the contractual (Master Agreement) payment, and who do not remain with the District for at least 3 years following completion of a bilingual or ESL endorsement or receipt of such reimbursement (whichever occurs first), shall reimburse the District for all tuition reimbursement received per this pilot, at resignation or retirement, via payroll deduction from all amounts then owed to the employee as permitted by law. In the event of insufficient payroll remaining, the balance shall be promptly reimbursed by the teacher to the District. This program shall not interfere or cause any teacher to be ineligible for the tuition reimbursement as defined in Article 12, Section G.

For the Fennville Board of Education

By: _____




Dated: _____

7-21-14

For the Fennville Education Association,
MEA-NEA

By: _____



Dated: _____

7-21-14

LETTER OF UNDERSTANDING NO. 2

Between the
Fennville Public Schools
And the
Fennville Education Association

Re: Seniority During Unpaid Leaves

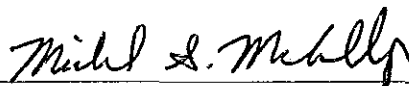
The Fennville Board of Education and the Fennville Education Association, MEA-NEA agree as follows:

1. For purposes of interpreting and applying the "seniority" during unpaid leave provisions of the parties' Master Agreement (e.g. in Article 8, Paragraph A, 2; Article 13, Paragraph D, 4; and/or elsewhere), an employee on unpaid leave shall not have his/her "seniority" adjusted, by reason of the unpaid leave, unless and until the unpaid leave exceeds thirty (30) work days per school year (July 1 through June 30). If, however, an employee's unpaid leave exceeds thirty (30) work days during a given school year, then and in such event the employee's "seniority" shall be adjusted by one work day for each work day of unpaid leave in excess of thirty (30) per school year.
2. Notwithstanding the provisions of Paragraph 1 above, unpaid leave days which qualify for FMLA leave shall not be either considered or counted when determining whether or not the thirty (30) day threshold has been exceeded.
3. This Letter of Understanding will take effect commencing with the 2009-2010 school year, and will continue during each school year thereafter unless changed by mutual agreement of the parties. No "seniority" adjustment, unless previously made and approved, will be required or made for any school year prior to 2009-2010.
4. Seniority adjustments, if any, required pursuant to Paragraph 1 above shall be made and reflected on the seniority list issued by March 1 of the next school year.

For the Fennville Public Schools

For the Fennville Education Association





Date:

7-21-14

Date:

7-21-14

LETTER OF UNDERSTANDING NO. 3

Between the
Fennville Public Schools
And the
Fennville Education Association

Re: Non-Teacher Certified Staff

The Fennville Board of Education ("Board") and the Fennville Education Association, MEA-NEA ("Association") mutually agree as follows:

1. Members of the Association's bargaining unit who are not certified teachers within the meaning of Michigan's Teachers' Tenure Act (e.g. Social Workers, etc.), and who are therefore not subject to that Act, shall nevertheless be subject to the same standards for disciplinary action as apply to certified teachers.

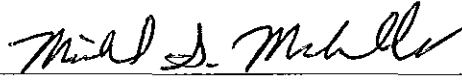
For the Fennville Public Schools



Date:

7-21-14

For the Fennville Education Association



Date:

7-21-14

LETTER OF UNDERSTANDING NO. 4

Between the
Fennville Public Schools
And the
Fennville Education Association

Re: Pupil-Instructor Ratio

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

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

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

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

The following applies to the above stipend:

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

4. Examples:

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

For the Fennville Public Schools



Date: 7-21-14

For the Fennville Education Association



Date: 7-21-14

LETTER OF UNDERSTANDING NO. 5

Between the
Fennville Public Schools
And the
Fennville Education Association

Re: Group Insurance

The Fennville Board of Education ("Board") and the Fennville Education Association, MEA-NEA ("Association") mutually agree as follows:

1. For the 2013-2014 plan year (commencing July 1, 2013), and continuing thereafter until the parties otherwise mutually agree, the following group insurance plans or programs shall be provided:

- (a) Eligible employees electing group health insurance coverage may select either:
- (i) MESSA PAK A: Choices II, \$500/\$1,000 annual deductible (in network), \$20 office visit (OV), and Saver RX card (\$10/\$40), with non-health coverage as follows:

- Delta Dental – 80/60/80: \$800
- Negotiated Life - \$15,000 AD&D
- Vision Care Plan – VSP•2
- Long Term Disability (LTD) – 60%

- or -

- (ii) MESSA PAK C (a Health Savings Account [HSA] Option): MESSA ABC Plan 1 (\$1,250/\$2,500 deductible), with non-health coverage as follows:

- Delta Dental – 80/60/80: \$800
- Negotiated Life - \$15,000 AD&D
- Vision Care Plan - VSP•2
- Long Term Disability (LTD) – 60%

- (b) Eligible employees not electing group health insurance coverage shall receive:

MESSA PAK B

- Delta Dental – 80/80/50: \$1,000
- Negotiated Life - \$20,000 AD&D
- Vision Care Plan – VSP•2
- Long Term Disability (LTD) – 60%

2. Changes in the above group insurance coverage, and/or additional or alternate insurance plans or programs, may occur at any time upon mutual written agreement of the parties.

For the Fennville Public Schools



Date: 7-21-14

For the Fennville Education Association



Date: 7-21-14

LETTER OF UNDERSTANDING NO. 6

Between the
Fennville Public Schools
And the
Fennville Education Association

Re: Professional Learning Community (PLC) Time

The Fennville Board of Education ("Board") and the Fennville Education Association, MEA-NEA ("Association") mutually agree as follows:

1. For the duration of this contract, teacher report time will be adjusted as follows:
 - (a) Teachers will report at 7:35 a.m. each day students are in session.
 - (b) One day per week (on a day mutually determined), the elementary student day will end at 2:20 p.m. and the middle/high school student day will end at 2:25 p.m. For 2014-15 this day of the week will be Monday.
 - (c) On the day of the earlier release for students, staff will participate in professional development through the Professional Learning Community (PLC) process. PLC time will be from 2:30 – 3:25 p.m.
 - (d) PLC time will be utilized for collaborative work within grade level or department teams to improve student achievement through ongoing refinement of the instructional learning cycle.
 - (e) Student early release days as defined in the 2013-14 calendar (i.e., student dismissal at 12:50, teacher departure at 3:30) will be eliminated.

2. The parties agree that PLC time will be used solely for the purpose stated above. All staff members covered by this agreement will participate in a PLC for the designated time.

3. If inclement weather days during the school year cause the cancellation of professional development time to the extent where the district is not able to meet the required 30 hours of professional development, the parties agree to make up such time in a manner mutually agreed upon. Otherwise, PLC time lost to inclement weather cancellations will not be made up.

4. In the event that this PLC schedule were to be eliminated in future contract agreements, teacher report times will revert to those in 2013-14 (i.e., 7:30 a.m.-3:05 p.m.) and the five early release days eliminated under this agreement would be restored (unless otherwise agreed upon by the parties).

For the Fennville Public Schools

For the Fennville Education Association

D. Rogan

Michelle & Michelle

Date: 7-21-14

Date: 7-21-14