

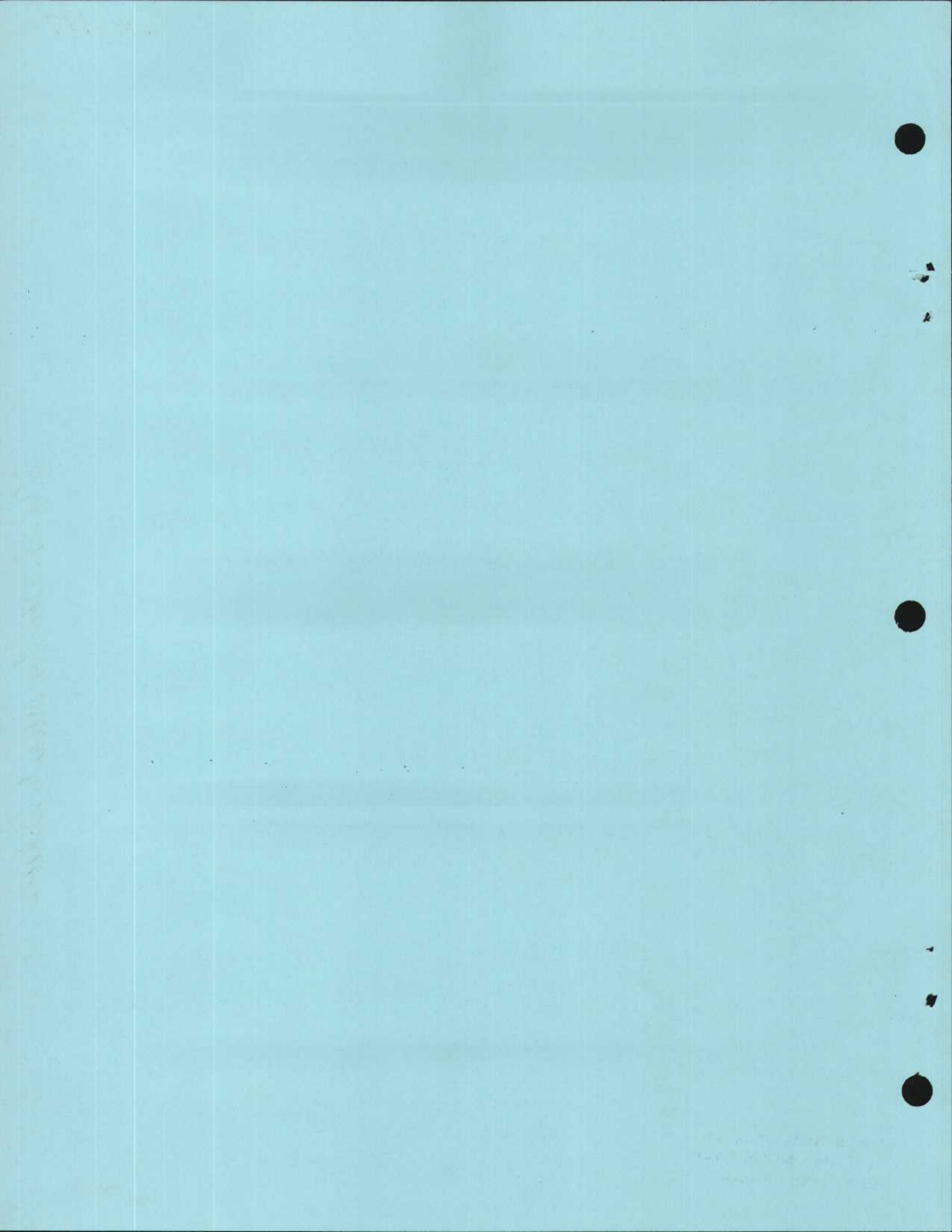
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6/30/97

**MASTER CONTRACT**  
**BETWEEN THE**  
**LAKE FENTON**  
**BOARD OF EDUCATION**  
**AND THE**  
**LOCAL 10/MEA/NEA**  
**LAKE FENTON UNIT**

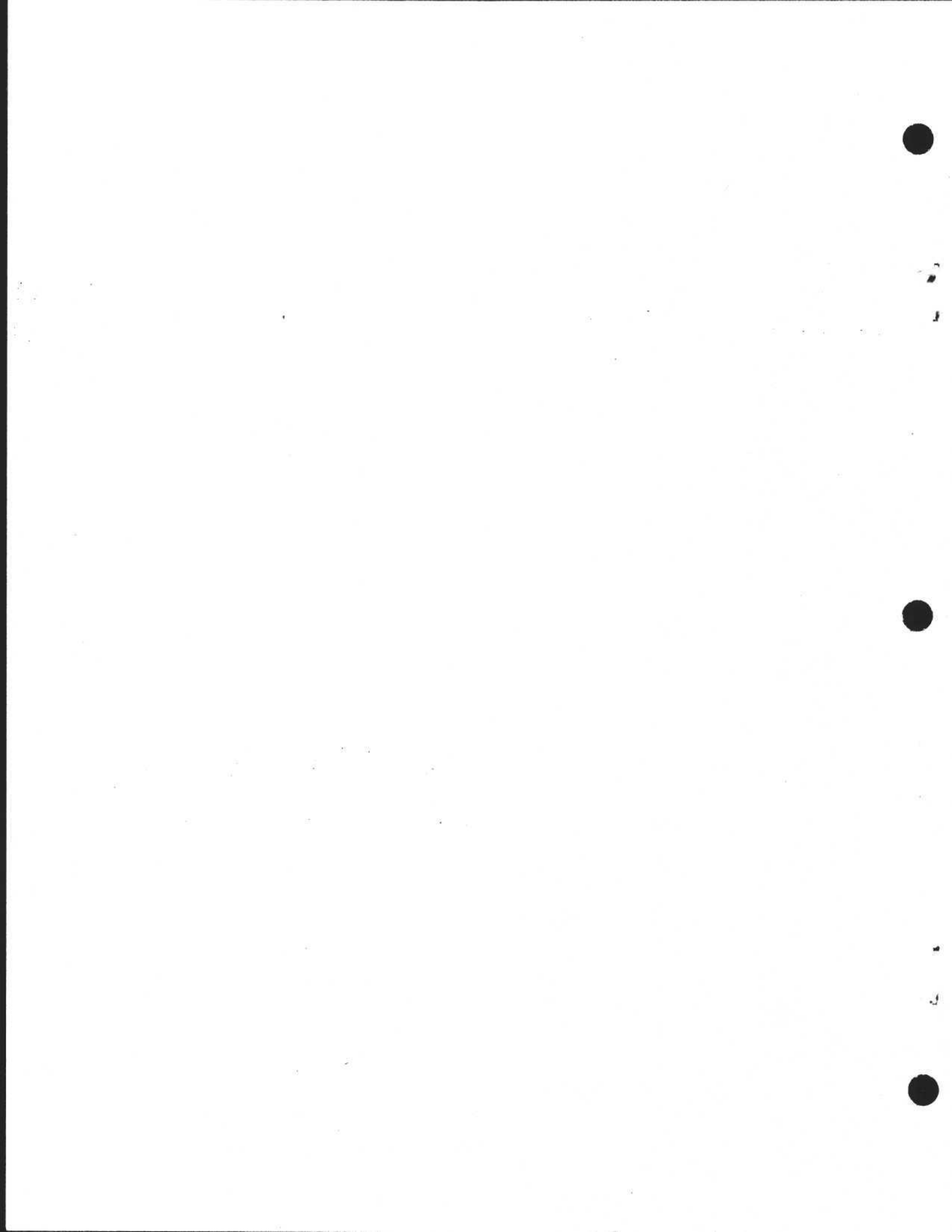
1994 - 1997

*Lake Fenton Community Schools*



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AGREEMENT

between the

Lake Fenton Board of Education

and

Local 10/MEA/NEA, Lake Fenton Unit

This agreement entered into this 1st day of July 1994, by and between the School District of Lake Fenton Community Schools of Fenton, Michigan, hereinafter called the "Board" and Local 10/MEA/NEA, Lake Fenton Unit, hereinafter called "Local 10/MEA/NEA".

WITNESSETH:

WHEREAS, the Board and the Local 10/MEA/NEA, Lake Fenton Unit recognize and declare that providing a quality education for the children of Lake Fenton Schools is their mutual aim, and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with Local 10/MEA/NEA, Lake Fenton Unit as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenant, it is hereby agreed as follows:

## ARTICLE 1

### Recognition

- A. The Board hereby recognizes the Local 10/MEA/NEA, Lake Fenton Unit as the sole and exclusive bargaining representative for all certified professional personnel under contract, on leave, or have qualified under Public Act 336. Such representation shall cover all personnel assigned to newly created positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude Superintendents, Assistant Superintendents, Directors of School and Community Relations, Principals, Assistant Principals, Business Managers, Deans of Students, and any other person engaged fifty percent or more of the time in the direct Administration and supervision of professional personnel. The term "teacher" when used hereinafter in this agreement shall refer to all professional employees represented by Local 10/MEA/NEA, Lake Fenton Unit in the bargaining or negotiating unit as above defined, and references to male teachers include female teachers.
- B. The Board agrees not to negotiate with or recognize any teacher's organization other than Local 10/MEA/NEA, Lake Fenton Unit for the duration of this Agreement.

## ARTICLE 2

### Association and Teacher Rights

- A. Pursuant to the Michigan Employment Relations Act, the Board hereby agrees that every teacher shall have the right freely to organize, join and support Local 10/MEA/NEA, Lake Fenton Unit for the purpose of engaging in collective bargaining or negotiating and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States, that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of her/his membership in the Local 10/MEA/NEA, Lake Fenton Unit or collective professional negotiations with the Board, or her/his institution of any grievance complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights she/he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law.
- C. The Local 10/MEA/NEA, Lake Fenton Unit and its representatives shall have the same rights as other community groups to use school buildings at all reasonable hours for meetings, provided that where custodial services are required, the Board may make the same charge that is made to other community groups.

- D. Duly authorized representation of the Local 10/MEA/NEA, Lake Fenton Unit and their respective affiliates shall be permitted to transact official Local 10/MEA/NEA, Lake Fenton Unit business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operation. The Local 10/MEA/NEA, Lake Fenton Unit may hold meetings of up to one hour in duration during Teacher Record Days or Inservices that are scheduled when school is not in session for the entire day so long as said meetings don't interfere with or interrupt scheduled activities.
- E. The Local 10/MEA/NEA, Lake Fenton Unit shall have the privilege to use school facilities and equipment normally used for instructional purposes when such equipment is not otherwise in use. After being given a list of district costs for materials and supplies, the Local 10/MEA/NEA, Lake Fenton Unit shall quarterly present to the Business Manager a list of supplies and material used along with a check for the same.
- F. The Local 10/MEA/NEA, Lake Fenton unit shall have the right to post notices of its activities and matters of Local 10/MEA/NEA, Lake Fenton Unit concern on teacher bulletin boards not accessible to students at least one of which shall be provided in each building. The Association may use teacher mailboxes for communications to teachers. The Association agrees to be responsible for the content of all such communications which the Local 10/MEA/NEA, Lake Fenton Unit or its representatives post or distribute using school facilities. The informational materials will be identified with the name of the individual posting it or the unit authorizing it. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Local 10/MEA/NEA, Lake Fenton Unit either on or off school premises.
- G. The Board agrees to furnish to the Local 10/MEA/NEA, Lake Fenton Unit in response to reasonable requests information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, agendas and minutes of all Board meetings, treasurer's reports, membership data, names and addresses of all teachers, salaries paid thereto and education background, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers together with information which may be necessary for the Local 10/MEA/NEA, Lake Fenton Unit to process any grievance or complaint. The Association shall specify in writing the information desired.
- H. The Board may consult with the Local 10/MEA/NEA, Lake Fenton Unit on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration to advise the Board with respect to said matters prior to their adoption and/or general publication.
- I. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board except as it exceeds the bounds of questionable, ethical or moral behavior that brings disgrace and discredit to the Lake Fenton Community Schools.
- J. The Local 10/MEA/NEA, Lake Fenton Unit shall have the same privileges for placing items on the agenda for Board consideration as other community groups. Such items shall be submitted

to the Superintendent, in writing, at least five days prior to the scheduled meeting.

### **ARTICLE 3**

#### **Rights of the Board**

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

- A. To the executive management and administrative control of the school system and its properties and facilities. To make reasonable rules and regulations not in conflict with the terms of this Agreement governing the working conditions of its employees.
- B. To hire all employees and subject to the provisions of the 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.
- C. To establish grades and courses of instruction including special programs, establish rules and regulations, and to provide for athletic, recreational and social events for students, as deemed necessary or advisable by the Board.
- D. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching responsibilities and the terms and conditions of employment.

### **ARTICLE 4**

#### **Professional Dues or Fees, and Payroll Deductions**

- A. Any teacher who is a member of the Local 10/MEA/NEA, Lake Fenton Unit, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Local 10/MEA/NEA, Lake Fenton Unit, including the MEA and the NEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the second regular salary check of the teacher each month for ten months, beginning in September and ending in June of each year. Deductions for teachers employed after commencement of the school year shall be appropriately prorated to complete payments by the following June. The Local 10/MEA/NEA, Lake Fenton Unit agrees to furnish a comprehensive list which shall indicate the name of teacher and the amount to be deducted from each paycheck.
- B. On the effective date of this Agreement all members of the Bargaining Unit who are currently members of the Local 10/MEA/NEA, Lake Fenton Unit agree to maintain membership or to pay a fee determined annually by the American Arbitration Association to the Local, State and

National Association for the duration of this Agreement.

In addition, newly hired certified personnel agree to become members of the Local 10/MEA/NEA, Lake Fenton Unit or to contribute a like amount of dues (Local, State and National) to the Local Association in terms of a service fee.

Certified personnel, who refuse to tender such dues or fees within thirty (30) days of the beginning date of employment, shall be released at the end of the current semester.

The Local 10/MEA/NEA, Lake Fenton Unit agrees to save harmless the Lake Fenton Board of Education from any legal action or damages resulting from this clause.

- C. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board. Deductions, currently in effect shall remain in effect until changed by mutual agreement.

## ARTICLE 5

### Teaching Hours and Class Load

- A. The teacher's duty day shall be as listed on Schedule C.
- B. The normal weekly teaching load for 7 - 12th grade teachers will be 25 teaching periods and 5 unassigned preparation periods. Assignment to a supervised study period shall be considered a teaching period for the purposes of this Article. Channel One will not be considered a preparation in an assignment.

The term "unassigned preparation conference" shall be construed to include the use of this period for the purpose of preparation and the following when deemed necessary in the judgment of the Principal:

1. Parent Teacher conferences (advance notice will be given whenever possible.)
  2. Paid classroom substitution, such substitution to be on a rotating basis. If the teacher does not wish to substitute in her/his turn, the Administration shall make an attempt to secure another substitute. In the event no other can be found, the teacher scheduled shall fill the vacancy. Every attempt will be made by the Administration to prevent a teacher from being required to substitute more than once in a five day period.
  3. An assignment other than teaching in an extreme emergency.
- C. All teachers shall be entitled to an uninterrupted lunch period as provided in Schedule C.
    1. High School teachers with a noon-time assignment shall be given an extra-duty contract rider as listed in the Extra Duty Schedule B.



2. Elementary and Middle School teachers shall have a duty-free lunch period of at least 35 minutes. Lunchroom duties and lunch ticket responsibilities shall not be assigned teachers.

D. 1. West Shore teachers shall have a fifteen-minute relief period in the morning and a fifteen-minute relief period in the afternoon. Kindergarten teachers will be scheduled for a 15 minute relief period in the morning and a 15 minute relief period in the afternoon as long as State requirements are met. Otherwise said relief periods will be 10 minutes. Said relief periods shall not be scheduled during the first half-hour of the student day or during the first half-hour after the individual teacher's lunch period. The Board will not accomplish teacher relief periods by requiring teacher supervision of students other than those regularly assigned that teacher.

2. In addition to the 30 minutes at the beginning of each day, West Shore teachers shall have a minimum of 150 minutes per week for preparation and at least 120 minutes will occur during the student day. The Kindergarten teachers shall not be covered by the 120 minutes provision but the Administration will attempt to provide that time as long as State requirements are met.

3. Upper Elementary teachers teaching in the Middle School shall have the equivalent of the fifteen minute relief periods during the student day. These relief periods may be scheduled in conjunction with the teacher's lunch period.

4. Torrey Hill teachers will have a minimum of 49 minutes preparation/conference time before and or after school per day.

There shall be a Middle School Building Review Committee that will meet between February 1st and June 1st each year. This Committee will arrive at a mutually agreeable schedule for the following year. The Committee shall consist of the building principal and a teacher from each grade level.

E. All teachers will be provided with equal relief and preparation time within their buildings. All teachers dividing their time between buildings shall receive relief and preparation time proportionate to the amount allotted to the other teachers in those buildings.

F. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need or desirability of such deviation, the matter may be processed through the professional grievance procedure.

G. Every attempt will be made to have teachers make no more than one transfer between buildings per school day. Time allotted for this transfer shall be a minimum of ten (10) minutes.

If teachers traveling outside the district as part of their assignment lose time for prep, lunch, or relief as specified in the agreement, she/he will be compensated according to the following:

Salary divided by teacher days divided by seven (7) divided by sixty (60) = minute rate.  
Minute rate multiplied by minutes lost multiplied by number of student days.

## ARTICLE 6

### Teaching Conditions

Because the pupil-teacher ratio is an important aspect of an effective educational program, the Board agrees:

#### A. LEAST RESTRICTIVE ENVIRONMENT

It is the belief of the Association and the Board of Education, pursuant to state and federal rules and regulations, as well as the Michigan State Board of Education's 1984 policy on least restrictive environment, that students with disabilities are to receive their education in a chronologically age appropriate, general education environment to the maximum extent appropriate unless a placement of this type is determined to be inappropriate even with the provision of supplemental aids and services. The determination of appropriate special education programs and services and the extent to which the student will participate in general education programs shall be determined by the Individualized Educational Planning Committee and be based on the student's individual needs. It is recognized that appropriate program options created in both special education and general education classrooms will not only maximize the potential of students with disabilities, but also will assist in the preparation of both students with disabilities and students without disabilities for integrated community living.

It is recognized that students with certain impairments, E.G. (severely multiple impaired - SXI, severely mentally impaired - SMI, visually impaired VI, she/hearing impaired - HI, physically or otherwise health impaired - POHI, autistically impaired - AI, trainable mentally impaired - (TMI) may enter Lake Fenton Schools in a variety of ways: transfer from another school system, return from a "center" program or beginning their education in Lake Fenton as a young child. It is agreed that specific procedures, consistent with state and federal laws will be followed to initiate services:

1. The district will create a LRE Committee which would include one administrator, one special education teacher, and one regular education teacher and one parent to develop an action plan to address the staff training needs and other issues associated with the placement of special education students into regular education classrooms.
2. When the district convenes an Individual Educational Planning Committee (IEPC) to determine options in placement, the receiving classroom teacher and/or appropriate staff who shall be involved with the student shall be invited, in writing, to participate in the IEPC.
3. Another IEP conference shall be held with the receiving teacher(s) and the special education representative(s) within thirty school days to review and assess the resulting placement and delivery of educational services. This meeting shall be scheduled at the time of the IEPC meeting but may be convened sooner at the teacher's request.
4. Should a teacher, working directly with the student with a handicap, advise the Administration in writing of a reasonable basis to believe that a student's current individual education plan (IEP) report is not meeting the student's unique needs as



required by law, the Administration shall call an IEPC. The teacher so advising shall be invited to, and will attend, the IEPC.

5. The district assures training will occur at each school at the beginning of each school year to acquaint staff with the procedures to be followed and the training shall include the function of the IEPC and the teachers' pivotal role in the IEPC process.
6. There are certain non-instructional procedures that may be necessary for these students - such as (but not limited to) suctioning, catheterization, and/or medical/personal need(s) of the student(s). When a situation arises which may require any of the above services, a meeting shall be scheduled with the Administration, the Association and the teacher to discuss the problem and how best to deal with it.

In dealing with the problem, these medical procedures are delegable only within the parameters of the public health code. Specifically they can only be delegated by a medical licensee (typically a physician or nurse); they can be only delegated to an individual who is qualified by education, training or experience, and any unlicensed person to whom the tasks are delegated must be under the licensee's supervision. Supervision is defined as meaning regularly scheduled review and consultation with the supervised individual, the provision by the licensee of the pre-determined procedures and the continuous availability of the delegator by direct communication with the individual providing the services.

7. The term "medically fragile" refers to persons with complex medical care needs who require technology, specific services, and/or some form of on-going medical support for survival. The term may include persons with severe chronic and progressive illnesses and severe disabilities. A Monitoring Committee will be formulated to deal with support of those student(s). This Committee shall consist of three (3) teachers and two (2) administrators, and the child's parent. If requested by the teacher of this student, the Committee shall review and discuss the needs of the medically fragile student, other affected students, and the program teacher, and may request an IEPC to consider recommendations for program changes.

## B SUPPORT SERVICES

1. To ensure quality education for all, in grades K-4, the Administration will assign, as close to equal as possible, the number of identified (by IEPC) special education children to each grade level teacher.
2. In grades 5-12, the Administration will assign, as close to equal as possible, the number of identified (by IEPC) special education children to each specific subject area section.

When more than five (5) special education students (K-12) (as identified by an IEPC) are scheduled in a particular section or classroom, the regular education classroom teacher, the special education classroom teacher, and an administrator shall meet within five (5) school days to determine (by mutual agreement) what additional support is necessary. If mutual agreement is not reached or there is an impasse, the problem

will be referred to the Least Restrictive Environment (LRE) Committee for final resolution.

- C. The Board agrees that in grades K-3 that it will strive for an average class size of not more than 27 pupils for grades K,1,2,3 with equal distribution. In the event there are 10% or more pupils in any one grade level over the average of 27, an additional class will be added, provided money and space are available. If the Board does not add the class, a teacher will receive \$150 per semester for each student over the limit of 29 students in grades K-3.

The Board agrees that in grades 4-6 that it will strive for an class size of not more than 30 pupils. In the event there are 10% or more pupils in any one grade level over the average, an additional class will be added provided money and space are available. If the Board does not add the class, a teacher will receive \$150 per semester for each student over the limit of 31 students in grades 4-6.

Overloads are official 30 calendar days after the beginning of each semester. Any problems that arise from the above shall be submitted to the Committee described in Article 21, Paragraph A. If after 30 days the problem is not solved, relief may be pursued starting at Level 3 of the grievance procedure.

D. In grades 7-12:

1. No individual class will exceed 32 students, except for those classes listed in paragraph 3 below. A penalty payment of \$100.00 will be paid for each student over 32 per semester in grades 7-12.
2. No teacher will be required to teach more than 150 pupils per day and have more than three (3) preparations, unless specified below.
3. Band, Choir, Study Hall and Physical Education classes are exceptions to the above. Physical Education classes will be limited to an average of 45 students, 50 students limit per class
4. For three (3) preparations and 5 students over 150, the teacher shall receive premium pay of \$200 per semester
5. For over 140 students and four (4) preparations, the teacher shall receive a premium of \$300 per semester.
6. For five (5) preparations and over 125 students, the teacher shall receive a premium of \$400 per semester.
7. Overloads are official thirty (30) calendar days after the beginning of the semester.
8. Any problems that arise from the above shall be submitted to the Committee described in Article 21, Paragraph A. If after 30 days the problems is not solved, relief may be pursued starting at Level 3 of the grievance procedure.

NOTE: (1) Middle School exploratory classes that meet no more than twice a week will not constitute a preparation period for purpose of this article. (2) The parties agree to meet yearly to review middle school concepts as identified by research for possible revisions of organizational structure.

9. The Administration will strive for an equal distribution of pupils across courses of the same name and course number.
  10. Channel One will not be considered a preparation in a teacher's work assignment.
- E. The Board will follow State mandated or recommended guidelines for Chapter One teachers and programs.
- F.
1. The Board recognizes that appropriate texts, library references, facilities, maps and globes, laboratory equipment, current periodicals, audio-visual equipment, art supplies and athletic equipment, standard text and questionnaires, and similar materials are the tools of the teaching profession. Further, that efforts shall be continued to seek and use textbooks and supplemental reading materials which contain the contribution of minority groups to the history, and scientific and social development of the United States.
  2. The Site-Based Decision Making Committee (SBDM) shall not address the collectively bargained areas of the contract. The SBDM committee at each building will consist of an equal ratio of teachers to non-teachers. Any participation shall be voluntary. Association will be responsible for the selection of teachers to serve on the committee. Each committee will be responsible for recommendations in such areas as school improvement and core academic curriculum.
  3. The Board agrees at all times to keep the school properly equipped and maintained.
- G. The Board agrees to make available in each school adequate typing and duplicating facilities to aid teachers in the preparation of instructional material. Where practical, clerical personnel shall be provided to aid teachers in the preparation of instructional materials.
- H. The Board shall provide
1. A separate desk for each teacher in the district.
  2. Closet space for each teacher to store coats, overshoes and personal articles.
  3. Chalkboard space in every classroom.
  4. Copies, exclusively for each teacher's use, of all adopted texts, curriculums and mutually desired outcomes of each course she/he is to teach.
  5. One collegiate dictionary shall be furnished for each teacher in the system when requested.

6. Preparation areas shall be provided for teachers.
  7. Storage space in each classroom for instructional materials.
  8. Record books, paper, pencils, pens, chalk, erasers, and other such material normally required in daily teaching responsibilities.
  9. Smocks for art and home economics teachers, laboratory coats for laboratory science teachers, shop coats for vocational and industrial education teachers. Said clothing shall be identified as school property.
  10. A set of keys will be made available through the principal's office to enable a teacher to have access to the building for school business only when it is otherwise locked. Teachers signing out the keys will assume the responsibility to secure the building when leaving.
- I. Under no conditions will a teacher be required to drive a school bus or transport students.
  - J. The Board shall make available in each school adequate lunchroom, restroom, and lavatory facilities for staff use, and such areas shall not be used by students. A room shall be provided, reasonably furnished, cleaned, and adequately ventilated which shall be reserved for use as a staff room during teacher duty hours.
  - K. Telephone facilities will be made available to teachers for school business and limited personal use, and such use shall be limited to non-toll calls except for school business. Every effort will be made to provide a reasonable degree of privacy when such phones are being used. Any teacher found to be abusing this privilege shall have the privilege revoked for the remainder of the school year.
  - L. Vending machines may be installed by the Local 10/MEA/NEA, Lake Fenton Unit in the teachers' lounges. Maintenance, operation, proceeds and losses shall be accepted by the Association.
  - M. Reasonably maintained parking facilities shall be provided for teachers.
  - N. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
  - O. Discipline of Teachers
 

The Board may adopt rules and regulations not in conflict with the terms of this Agreement, concerning discipline of teachers.

No teacher shall be disciplined, including a reprimand, suspension with or without pay, demotion or discharge without just cause. Just cause shall include, but not be limited to:

    - a) Incompetence

- b) Insubordination against reasonable rules and regulations of the Board or its agents
- c) Moral misconduct
- d) Violation of the terms of the Agreement.

Notwithstanding the foregoing, in the case of the discipline of a tenure teacher within the meaning of the Michigan Tenure of Teachers Act, just cause shall be determined under this act.

Discipline of teachers shall be subject to the grievance procedure, provided that:

- a) As to probationary teachers, the Board shall give such notices of unsatisfactory work and such other notices as shall be required or permitted by the Michigan Tenure of Teachers Act.
  - b) As to teachers on tenure, pending grievances shall be dismissed on the filing of written charges under the Michigan Tenure of Teachers Act.
- P. Teachers will not have to permit visitors to class unless notified by the principal in advance. Casual visitors to school are discouraged from bringing pre-school aged children with them for classroom visits.
- Q. Committees formed for curricular study, school improvement, or otherwise, which would affect student outcomes, will be made up of bargaining unit members and other impacted parties. It is understood that the Association may recommend the addition of other unit members after reviewing the committee's make-up. Decisions of the committee will be made in accordance with the Master Agreement and the Board of Education Policies.

## ARTICLE 7

### Qualifications and Assignments

- A. No new teachers shall be employed by the Board for a regular teaching assignment who do not have a Bachelor's Degree from an accredited College or University except in the event that a person with these qualifications is not readily available and where said teacher has outstanding credentials.
- B. The employment of teachers upon special certification is to be only in cases of absolute necessity and shall conform to the rules and regulations established by the State Department of Education.
- C. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificate or their major or minor field of study. Temporarily, as used in this paragraph, shall mean not to extend beyond one year.
- D. Teachers classified as probationary under the Teacher Tenure Act, may be offered a contract of employment subject to the terms of the Master Agreement for the following school year by



the Board. Said contract may not be offered earlier than June 1, and on request by the Board, must be signed and returned not later than July 1, or the teacher will be assumed to have resigned.

- E. Persons with less than a Bachelor's Degree who are eligible for the Michigan Substitute Permit only shall be employed by the Board on a day-to-day substitute basis and for no more than 90 days per school year.
- F. All teachers shall be given written notice of their tentative schedules for the forthcoming year no later than the preceding ~~45~~ day of ~~May~~. In the event of an individual teacher's assignment being changed, every attempt will be made by the Administration to consult with the teacher affected, prior to implementation. In no event will changes in teachers' schedules be made later than the first day of August preceding the commencement of school, without good cause. The Association shall be notified with a written statement of reasons why this was considered necessary.
- G. The Board will post a list of extra curricular activities to be chaperoned in grades 5-12 prior to September 30. Teachers may volunteer to chaperone such activities. In the event there are not enough volunteers, teachers may be required to chaperone one activity annually in their respective buildings. Chaperones will be responsible for a maximum of four (4) hours of service per activity. Chaperones will receive \$12.50 per activity. Mandatory weekend assignments will not be made.
- H. All Schedule B positions shall be posted between May 1 and May 15 of the preceding school year. Any teacher desiring a Schedule B position must apply for that position during the posting period. An additional posting is necessary when a previously non-filled Schedule B position opens after the original posting between May 1 and May 15. The Board will make final Schedule B assignments prior to the 1st board meeting in July for yearly and first semester assignments prior to the 1st board meeting in November for 2nd semester positions.
  - 1. Any teacher who currently holds a Schedule B position and reapplies for that position will be awarded the position unless his/her performance was unsatisfactory.
  - 2. If a qualified person from within a unit applies for a posted position, that person shall be given preference. If more than one (1) person from the unit applies, the applicants will be given preference in the order of qualifications.
  - 3. If none of the applicants are qualified for a position, the Board may hire a person outside the bargaining unit to fill such position. The Board will not pay anyone outside the unit a sum greater than a member of the unit would have been paid, without the written agreement of the Association.
  - 4. The Local 10/MEA/NEA, Lake Fenton Unit recognizes that when vacancies in Schedule B positions occur during the school year it may be difficult to fill them within the district. If determined, in the reasonable judgment of the Superintendent, such a vacancy may be filled on a temporary or tentative basis until the end of the current school year or activity season, at which time the position shall be considered vacant.

5. The Board will provide the Local 10/MEA/NEA, Lake Fenton Unit with job descriptions of all Schedule B positions.

## ARTICLE 8

### Vacancies, Promotions and Transfers

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Request by a teacher for a transfer to a different class, building, or position shall be made in writing, on forms furnished by the Board, one copy of which shall be filed with the Superintendent. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed each year to assure active consideration by the Board.
- B. The Board declares its support of a policy of filling teacher vacancies from within its own teaching staff. Whenever a teaching vacancy arises, the Superintendent shall promptly post notice of same on a bulletin board in each school building lounge for no less than seven (7) calendar days, before the position is permanently filled and notify the Association. The Local 10/MEA/NEA, Lake Fenton Unit recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If determined, in reasonable judgment of the Superintendent, such a vacancy may be filled on a temporary or tentative basis until the end of the current school year, at which time the positions shall be considered vacant. A vacancy occurring after August and prior to the first student day may be filled immediately and the Local 10/MEA/NEA, Lake Fenton Unit so notified as an exception to the above. Teacher vacancies shall be filled on the basis of experience, competency and qualifications of the applicant, length of service in the district and other relevant factors. Any new teaching position shall be posted with an accompanying summary of responsibilities. The Board at its discretion may post administrative and executive positions.
- C. An involuntary transfer during the school year will be made only in the case of emergency or to prevent undue disruption of the instructional program. The Superintendent will attempt to consult with the affected teacher and the Local 10/MEA/NEA, Lake Fenton Unit concerning the reasons for such transfer prior to implementation. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the Professional Grievance Procedure.

## ARTICLE 9

### Leave Pay

- A. In the event that an employee is disabled through an injury or illness covered by Workers' Compensation, the employee may use his/her sick days, and his/her sick days shall be reduced by the amount so as to provide 100% pay in coordination with Workers' Compensation Insurance. Under no circumstances may the sick bank be used for this purpose.

- B. At the beginning of the school year, each teacher shall be credited with thirteen (13) sick days, three of which may be used for personal business. The unused portion of such allowance shall accumulate from year to year unlimited.
- C. All LFEA members will donate one day to the sick bank regardless of the balance in the bank until they have achieved 6 years of Lake Fenton teaching seniority. In the event the sick bank shall fall below 500 days, everyone will contribute a day and other members under 5 years of seniority will not be doubly charged. New members currently on staff will not be charged for their years up to this point.

Directives for the use of the sick leave bank shall be as follows:

1. Upon request, medical verification will be given to the Sick Leave Bank Committee.
  2. After depletion of an individual's sick leave days, a minimum of two consecutive days must lapse before the teacher is eligible to apply for sick leave bank days.
  3. Sick leave bank days may be granted as full days or half days.
  4. Whenever possible, requests for sick leave bank days must be made in writing.
  5. The Payroll Department must be notified in writing by the Chair of the Sick Leave Bank Committee or the Association President as to the number of days granted to each individual teacher.
  6. The Association must keep reasonable records which are subject to review by the Administration.
  7. If an individual teacher's sick leave days have been depleted, up to five bereavement days may be granted from the sick leave bank for each death occurring in the immediate family as an exception to Item 2 above.
  8. These regulations may not be changed without mutual agreement between the Board and the Association.
  9. A teacher may draw, from the sick leave bank, only that number of days necessary to meet the LTD qualifying period as specified in Article 24, Section C.
  10. The use of sick bank days cannot be used to extend the period during which the Board of Education pays fringe benefits unless the sick bank days are part of a ten day continuous block of time. The Board will cease to pay fringe benefits for an employee who is off, when that employee's personal sick days have been exhausted, except as provided in the above sentence.
- D. Any teacher whose personal illness extends beyond the period compensated under this Article, shall be granted a leave of absence without pay for up to twelve (12) months if medical verification is presented to the Board within thirty (30) days of when their personal sick days have been exhausted. The leave of absence is renewable at the discretion of the Board. The



teacher will be returned to the same or similar position the following September, earlier at the discretion of the Board of Education, upon medical verification that the teacher is now able to return to their full duties.

- E. Teachers may use three (3) days leave for personal business, which cannot normally be handled outside school hours, such as medical, financial, legal, religious, emergency, or other situations. Teachers are required to indicate general category that personal day will be used for, but will not be required to detail reason. Application for such leave must be made in writing. The request must be made three (3) days in advance of the date requested, except in the case of an emergency. Ordinarily personal leave will not be granted the day immediately preceding or the day immediately following a holiday or vacation. Personal days will become sick days if not used.
- F. Leave of absence with pay not chargeable against the teacher's sick leave allowance shall be granted when the teacher is called and serves on jury duty. The Board will pay the make-up pay portion between the daily rate of the teacher and what they receive from the court, less expenses. Retirement benefits will not be diminished by participation on jury duty. There shall be a limit of sixty (60) days on the Board's make up pay portion.
- G. A teacher called by the Board to testify in court shall not suffer loss of pay. Payment for other appearances shall be at the discretion of the Board. Approval for payment shall be made by the Board in advance of said appearance.
- H. The Board may request medical verification of an employee's disability or of his/her ability to return to work.
- I. Whenever school is closed for Act of God days teachers will not be charged for prearranged absences unless they are not in the area (not at their normal abode) and not available for work.

## ARTICLE 10

### Professional and Local 10/MEA/NEA, Lake Fenton Unit Leave

- A. The Local 10/MEA/NEA, Lake Fenton Unit shall be credited with twelve (12) days to be used by teachers who are officers or agents of the Association to attend non-negotiating oriented meetings. The Local 10/MEA/NEA, Lake Fenton Unit will notify the Board five (5) school days in advance of the date of the absence.

Under this provision, no more than three (3) teachers shall be granted leave on the same day unless subs are available and permission has been granted using the existing forms.

- B. The Local 10/MEA/NEA, Lake Fenton Unit shall be credited with six (6) days to be used by the officers of the Association to attend other meetings. The Local 10/MEA/NEA, Lake Fenton Unit agrees to reimburse the Board the per diem substitute wages for each day used. The Local 10/MEA/NEA, Lake Fenton Unit will notify the Board five (5) school days in advance of the date of the absence. Unused days may accumulate up to twelve (12).

Under this provision no more than six (6) teachers shall be granted leave on the same day unless subs are available and permission has been granted using the existing forms.

- C. Additional days may be granted pending approval based upon the conference's relationship to Lake Fenton School Improvement and professional development goals.

## **ARTICLE 11**

### **Sabbatical Leave**

- A. Teachers who have been employed for seven (7) years shall be granted a sabbatical leave for up to one year. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and may be paid up to one-half his/her annual salary and full related fringe benefits. In the event a sabbatical leave is granted for one semester, the teacher may receive up to one-fourth his/her annual salary and full related fringe benefits. Applications for leaves under these provisions must be submitted to the Board no later than 120 days prior to the effective beginning of such leave.
- B. A teacher, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature and status, and shall be placed a the same position on the salary schedule as she/he would have been had she/he taught in the district during such period.
- C. No more than two teachers shall be placed on sabbatical leave during any one year.
- D. At the request of the Board, the teacher will agree to return to employment in the Lake Fenton School District for one full year in the event of a semester's leave, or two full years in the event of a year's leave. The teacher will also provide a detailed report of the program plus verification of completion. If the teacher fails to complete the program for any reason except for reasons beyond his/her control, said teacher will refund the district all money received plus the cost of all fringe benefits.
- E. During a sabbatical leave, a teacher may be gainfully employed only on a supplemental basis.
- F. The program must be approved by the Board. Such program approval by the Board will also be commensurate with the financial resources of the district.

## **ARTICLE 12**

### **Unpaid Leaves of Absence**

- A. Upon application, the Board may grant a leave of absence for personal reasons for up to two (2) years. Upon return from such leave, the teacher shall be assigned the same or an equivalent teaching position and shall be paid at the salary step on the salary schedule immediately higher than the step applicable to the teacher at the beginning of such leave. If said position is unavailable, the teacher shall be assigned to the first available position.

- B. A leave of absence of up to one (1) year may be granted to any teacher after three years of service in the Lake Fenton Community School District, upon application, for the purpose of engaging in study at an accredited college or university related to his/her professional responsibilities. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as she/he would have been had she/he taught in the district during such period.
- C. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States. Upon return from such leave a teacher shall be placed on the same position on the salary schedule as she/he would have been had she/he taught in the district during such period, except that the above obligations shall not apply for service beyond the teacher's initial commitment. The provision above shall not deny any rights provided by applicable law.
- D. A leave of absence up to two (2) years shall be granted to any teacher upon application for the purpose of serving as an officer of the Association or its staff. Upon return from such leave, the teacher shall be placed in the same or equivalent position when available. No salary schedule credit shall accrue as a result of the above-mentioned leave.
- E. A leave of absence not to exceed four (4) years shall be granted to any teacher upon application for the purpose of serving in a State or National public office. Upon return from such leave, the Board shall evaluate such experience and if the experience is valid, credit shall be given on the salary schedule and the teacher placed in the same or equivalent position.
- F. A child care leave of up to twelve (12) months may be granted to any teacher. A teacher adopting a child may have similar leave. Upon return from such leave, the teacher shall be assigned the same or an equivalent teaching position and shall be paid at the salary step on the salary schedule immediately higher than the step applicable at the beginning of said leave, provided the teacher taught one day more than half a year during the year in which the leave took place. If said position is unavailable the teacher shall be assigned to the first available position. If there is no available position the teacher shall be placed in a position or on the layoff list according to seniority. Leaves granted under this paragraph may be extended on a yearly basis if there is a mutual agreement between the teacher and the Board.
- G. The teacher taking an unpaid leave of absence shall have the right to remain in fringe benefit programs provided she/he remits payment for premiums to the Business Office. Payment of such premiums is subject to approval of carrier.
- H. All requests for the leaves of absence mentioned above shall be in writing on the form provided by the Board and should, whenever possible, be received at least ninety (90) days prior to the intended beginning of such leave. All requests for returning from the leaves mentioned must be received by the Board of Education no less than ninety (90) days prior to the intended date of return when known by the teacher that far in advance. All requests mentioned above for leaves of absence must contain an expected beginning date and an expected return date.
- I. The Board may request medical verification of an employee's disability or of his/her ability to return to work.

## ARTICLE 13

### Academic Freedom

- A. The principle of academic freedom is recognized within the bounds of ethical, moral and socially acceptable standards.

## ARTICLE 14

### Teacher Evaluation and Progress

- A. The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end the following procedure has been agreed to in an effort to accomplish these goals.
- B. Non-tenure, probationary teachers shall have at least one classroom observation each semester and be totally evaluated once each semester. The two (2) classroom observations will be held at least 60 days apart, unless a shorter interval between the two (2) classroom observations is mutually agreed upon by the teacher and the Administration, and shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan. Probationary teachers employed for at least one (1) full school year, will be provided with an individualized development plan developed by the supervisor in consultation with the individual teacher. The first evaluation shall be completed by the end of the first semester. The second evaluation report shall be filed with the Superintendent by March 15th.
- C. Tenure teachers shall be provided with a performance evaluation at least once every three (3) years. There shall be at least two (2) classroom observations conducted during the period covered by the evaluation and, if the teacher has an individualized development plan, shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan.

These observations form a basis for the evaluation of teaching practices, methods, and techniques. All classroom observations of the performance of a teacher shall be conducted openly and with full knowledge of the teacher. A conference with the teacher will take place within a reasonable time (about 10 days after a formal classroom observation).

1. At least one classroom observation will be made by the building Principal or his/her assistant. Other Administrators may also make observations from time to time.
2. Additional observations may be made by other professional educators at the college or university level. The teacher being observed by such a person must be notified of the reasons for such action. Such notification shall be at least three (3) days in advance of said observations. The teacher will be told of the week in which the observation is to occur.
3. Annual evaluations are not mandatory for tenured teachers. However, when instituted, shall be completed and filed with the Superintendent by May 20th.



4. Any observation or evaluation which is not finalized within the timelines set forth above shall be deemed to be satisfactory.
- D. The total evaluation report of the teacher shall be in writing. Each teacher shall be given a copy of the classroom observation form and the total evaluation form within ten (10) calendar days following the first duty day.
- E. An original and two (2) copies of the written classroom observation and the total evaluation shall be submitted to the teacher at a personal interview; the signed original and one copy to be retained by the administrator, the other copy to be retained by the teacher. In the event that a teacher feels his/her evaluation was incomplete or unjust, the teacher may put any objections in writing within fifteen (15) working days of receipt of the observation or evaluation and these objections shall be attached to the evaluation report to be placed in the teacher's personnel file.
- F. Each teacher shall have the right upon request to review the contents of his/her personnel file concerning his/her work at the Lake Fenton Community Schools. A representative of the Association may be requested to accompany the teacher in such review. If the teacher is asked to sign material to be placed in his/her personnel file, such signature shall not be interpreted to mean agreement with the content of the material. Nothing contained in the teacher's file shall be used against a teacher without the prior knowledge of the teacher.
- G. If a teacher has received a less than satisfactory performance evaluation, the supervisor shall provide in writing, to the teacher, an individualized development plan developed in consultation with the individual teacher. If the teacher so requests, the supervisor shall follow up by re-observing the teacher within a reasonable period of time and by submitting a written report of the findings to the teacher.
- H. Any number of supplemental observations may be done at any time covering the following: school district procedures, rules and regulations, staff and student relationships in outside-the-classroom settings, community relationships, and professional responsibilities. These observations shall be discussed with the teacher independent of the formal evaluation or in conjunction with it.
- I. The observation reports and the formal classroom evaluation(s) shall make up the total evaluation of the staff member.
- J. The total evaluation of a teacher will be done by the building principal or his/her assistant. In cases of emergency, other certified administrators may do the total evaluation of a teacher.
- K. Outcome based education (OBE) will be evaluated upon recommendation of the Joint Evaluation Committee. The Evaluation Committee will consist of one (1) teacher and one (1) administrator from each building and will develop an evaluation procedure for the 1995-96 school year.

## ARTICLE 15

### Professional Behavior

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representative which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety.
- B. The Local 10/MEA/NEA, Lake Fenton Unit recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance or other violations of the Ethical Code by a teacher reflect adversely on the teaching profession and create undesirable conditions in the school building. Breaches by any member may be considered unprofessional behavior and shall constitute good cause as required in the Tenure Act.
- C. A teacher shall at any time be entitled to request the presence of a representative of the Local 10/MEA/NEA, Lake Fenton Unit when she/he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance by a member of the Administration. When a request for such representation is made, no further action shall be taken with respect to the teacher until such representative of the Association is present. Such representative shall meet with the respective parties as soon as her/his teaching duties allow her/him to be present.
- D. No teacher shall be disciplined, reprimanded, or reduced in compensation without just cause. Any such discipline, reprimand, or reduction in compensation, including adverse evaluation of teacher performances asserted by the Board or representatives thereof without just cause, shall be subject to the Professional Grievance Procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher.

## ARTICLE 16

### Professional Improvements

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, and a participation in community educational programs.

- B. The Board policy on conference attendance will be:

#### Submission of Request

1. Request must be made in writing and submitted to the Principal a reasonable number of days prior to the conference.
2. Any request not covered in these policies shall be submitted to the Board of Education

Regulations:

1. Two or more teachers may attend from a department at the same time on a school day at the Principal's discretion and providing adequate substitutes are available. However, other teachers from the department may attend on non-school days upon prior approval of the Principal.
2. No more than three (3) school days may be taken for any one conference.
3. The Principal shall be responsible for a fair rotation of teachers who will attend in succeeding years.
4. All conferences will be subject to approval by the Principal.
5. Teachers/Coaches shall be notified at the time of Principal approval that a report is required. The Principal will notify the teacher of approval or denial of request within four (4) work days whenever feasible.
6. All such reports shall be made available for teachers' use through the Principal's office.

Allowances:

1. All necessary expenses for meals, travel, lodging, and registration at approved conferences will be paid by the Board.
  - a. It is recommended by the Board that, whenever possible, transportation and lodging expenses be shared with others attending the conference.
  - b. Mileage at the currently approved rate shall be paid to the site of the conference and return.
  - c. The cost of meals, enroute and during the conference, shall be allowed to a maximum of \$22.00 per day.
  - d. No more than three (3) nights of lodging shall be allowed.
2. A maximum of one hundred (\$100.00) dollars per coach per school will be allowed to be used for coaches to attend conferences or clinics in their coaching fields. Coaches coaching more than one sport will be allowed up to \$200 a school year.
3. When registration fees or mileage are known far enough in advance, a check will be given to the teacher to take with him/her to the conference. Provided all other requirements are met, all other expenses will be reimbursed within two (2) weeks following the next regular Board meeting.

C At the request of the Local 10/MEA/NEA, Lake Fenton Unit, or on the Board's initiatory, arrangements may be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of

the highest qualification to participate in the presentation of such programs. All teachers desiring to attend may be allowed to do so.

- D. Leaves of absence with pay not chargeable against the teacher's allowance may be granted for visitations at other schools, and/or for attending conferences or conventions.
- E. Each teacher, at the discretion of the Board, may have up to three (3) days to be used for the teacher's professional improvement. The teacher planning to use a professional business day shall notify her/his Principal at least one week in advance of her/his absence. Professional business days shall be used for the purpose of: a) Visitation to view other instructional techniques or programs; b) Conferences, workshops, or seminars conducted by college or universities. The teacher may be requested to file a written report within one week of her/his attendance at such visitation, conferences, workshops or seminars.

## ARTICLE 17

### **Reduction in Personnel, Annexations & Consolidations of Districts**

- A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.
- B. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued employment of its employees in such consolidated district.
- C. In the event of a layoff, the following procedure shall be followed:
  - 1. The Board shall establish its curriculum needs.
  - 2. Probationary employees will be laid off first, on the basis of lowest seniority first. If the position from which a probationary teacher is laid off is to be retained and there is no employee with higher seniority who is certified to fill that position, then the lower seniority employee may be retained.
  - 3. In the event tenure teachers must be laid off, such layoff will be on the basis of district seniority in K-6 and by seniority in the district according to certification in grades 7-12. When seniority within certification is equal, the Board will consider simultaneously: majors and minors, professional growth (graduate credits), and evaluations and progress reports
  - 4. It is recognized that in fulfilling the requirements of 1, 2 and 3 above some transfers of employees may be necessary. Said transfers shall take place only after the Local 10/MEA/NEA, Lake Fenton Unit has reviewed the proposed list and been given the opportunity to discuss any concerns.
  - 5. The Board will not hire more part-time teachers than necessary based upon the curriculum needs, unless agreeable to the teacher(s) involved.



- D. An annual seniority list will be given to the Local 10/MEA/NEA, Lake Fenton Unit before the end of the first marking period.
- E. Seniority will be defined as non-terminated teaching experience in the Lake Fenton School District from the last date of hire.
1. Effective September 1977, last date of hire will be that date upon which teacher begins her/his work.
  2. Effective September, 1983, teachers teaching less than full time, on a voluntary basis, will be granted seniority on a pro-rata basis:
  3. Seniority shall accrue during any involuntary layoff.
  4. Leaves of absence shall not be considered as terminations; however, seniority shall not accrue during said leaves unless so specified.
  5. Administrators will be granted teaching seniority only after serving a minimum of six (6) years in the Lake Fenton School District and such seniority shall go back to last date of hire. Any administrator hired after July 1, 1991 will not be allowed to accrue teaching seniority.
  6. Any teacher who shall be transferred to an administrative or executive position and shall later return to a teacher status shall be entitled to such rights as though she had taught during that time. After July 1, 1991 teacher transferring to administrative positions will have their seniority frozen.
- F. The Board will attempt to secure jobs in other districts for separated teachers.
- G. Teachers shall be recalled in inverse order of layoff provided they are certified, for the open position.
- H. All earned rights and benefits held at the time of layoff shall be reinstated at time of recall.
- I. Any teacher who is recalled, and is unable to return because of a contractual obligation to another school district, will stay on the recall list for one more year, or as required by law.
- J. Laid off teachers may elect to continue health insurance payments by paying the premiums directly to the school, subject to approval by the carrier.
- K. Transfers that cause the most senior person on the layoff list not to be recalled will not be allowed.

- H. A written statement by the Board regarding the illegality of corporal punishment of students shall publicized be to all teachers no later than the first week of each school year.
- I. Time lost by a teacher in connection with any incident mentioned in this Article, not commensable under the Workers' Compensation, shall not be charged against the teacher unless she/he is adjudged guilty by a court of competent jurisdiction.
- J. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention if deemed meritorious by the Administrator. In addition, any notice thereof included in the teacher's personnel file shall be identified by the person or persons making such complaint. If any questions of breach of professional ethics is involved, the Local 10/MEA/NEA, Lake Fenton Unit shall be notified. No record of any complaint shall be kept if the teacher is not informed.
- K. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises so long as such loss comes about as a result of any recognized activity.
1. Whenever the identity is known, the Board will use its best effort in a lawful manner to assist the teacher in collecting for damages but will have no other liability.
  2. When the identity is unknown, the following shall apply:
    - a. Reimbursement shall be limited to replacement and/or repair at the option of the Board, less depreciation.
    - b. No individual clothing article claim may exceed \$200.00.
    - c. Any item valued over \$25.00 must have specific written permission of the building principal
    - d. There is no teacher negligence involved.
    - e. Cash in any form is excluded
    - f. The Board will not be responsible for anything under \$15.00.
- Where protective clothing is provided, there will be no Board liability if the clothing provided is not worn.
- L. A written statement by the Board governing corporal punishment of students shall be publicized to all teachers no later than the first week of each school year.

## ARTICLE 20

### Instructional Policies Council

- A. There is hereby established an Instructional Policies Council consisting of four (4) teachers appointed by the Association, two (2) Board of Education members, and two (2) Administrators. There will also be two (2) parents and two (2) students mutually agreed upon by the Board of Education and the Association. If mutual agreement cannot be reached, the the Board of Education and the Association will each appoint one (1) parent and one (1)

## ARTICLE 18

### Strike Prohibition

The Local 10/MEA/NEA, Lake Fenton Unit and its members agree that they will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike and/or withholding of services. Violation of this Article by any teacher or group of teachers may constitute just cause for disciplinary action up to and including discharge.

## ARTICLE 19

### Student Discipline and Protection

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. Whenever it appears that a particular pupil requires the attention of a special counselor, social worker, law enforcement personnel, physician or other professional persons, the Board will take reasonable steps to assist the teacher in responsibilities with respect to such pupil.
- C. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics.
- D. A teacher may exclude a pupil for one class period when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the Principal, as promptly as her/his teaching obligations will allow, full particulars of the incident in writing. The teacher will be notified as soon as possible as to the action being taken.
- E. Suspension of students from school may be imposed only by a Principal or her/his designated representative. School authorities will endeavor to achieve correction of student behavior through counseling and interviews with the child and her/his parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted.
- F. Corporal punishment or physical contact by a teacher may not exceed the confines of the law.
- G. Any cause of assault upon a teacher in connection with a school related activity shall be promptly reported to the Board or its designated representative. The Board may provide legal counsel to advise the teacher of her/his rights and obligations with respect to such assault and shall render all reasonable assistance to enforcement and judicial authorities. The Board shall be under no obligation should it be determined that the teacher was the instigator or aggressor or that the teacher was not acting within the rules and regulations of the Board of Education.

student. Parent and student representatives will serve in an advisory role.

- B. The Council shall meet within the first two weeks of September to establish the meeting days and time for the year.
- C. The Chair of the Council shall be appointed by the Council.
- D. An agenda shall be prepared prior to each Council meeting.
- E. The Council shall advise the Board on:
  - 1. Matters of education policy.
  - 2. The In-Service Program for teachers.
  - 3. The review of curricular programs and making recommendations for modifications.
  - 4. The development and coordination of innovative educational programs.

## ARTICLE 21

### Negotiation Procedures

- A. A review committee shall be established which shall consist of five (5) members representing the Board and the Administration. The meetings shall be held at least once each month, if necessary, for the purpose of reviewing the Administration of the contract, and to resolve any problems that may arise. These meetings are not intended to bypass the grievance procedure.  
  
Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be written and subject to ratification by the Board and the Local 10/MEA/NEA, Lake Fenton Unit.
- B. Between March 1st and March 15th, the parties shall initiate negotiations for the purpose of entering into a successor Agreement for the forthcoming year.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Local 10/MEA/NEA, Lake Fenton Unit and Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, and consider proposals.
- D. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties.
- E. In the event that the Board of Education requests a negotiating session or a meeting involving a professional grievance during the school day, any teacher participating in said meeting shall be relieved of duty without loss of pay during this meeting.

## ARTICLE 22

### Grievance Procedure

#### A. Definitions.

1. A grievance shall mean a complaint by a teacher in the bargaining unit that there has been a violation, misinterpretation or inequitable application of a specific provision of this Agreement. If the Local 10/MEA/NEA, Lake Fenton Unit or the grievant chooses to seek redress by any means other than the grievance procedure, such as, the Tenure Act, MERC, etc., she/he are barred from pursuing the matter in the grievance procedure.
2. As used in this Article, the term "teacher" may mean a group of teachers having the same grievance.
3. The term "days" when used in this Article will mean calendar days but will not include holidays and vacation days.

#### B. Purpose.

The purpose of the following grievance procedure shall be to settle equitably, at the lowest possible administrative level, issues which arise from time to time with respect to specific claims of improper application or interpretation of the terms of this Agreement.

#### C. Structure.

1. Nothing herein contained shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted, without the intervention of the Local 10/MEA/NEA, Lake Fenton Unit, if the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment.
2. Any teacher may be represented at the first and second level of this procedure by a representative of the Local 10/MEA/NEA, Lake Fenton Unit. If the representative at the second level is not a member of the bargaining unit, the Superintendent will receive prior notice that such a representative will be present at any second level meeting.

#### D. Procedure.

1. Level One. A teacher with a grievance must initiate this procedure within ten (10) calendar days of the violation, misinterpretation or misapplication, or within ten (10) calendar days of the discovery thereof. She/he may use one of the following ways:
  - a. She/he may approach her/his immediate supervisor and discuss the matter in her/his own behalf, or
  - b. She/he may request that a Local 10/MEA/NEA, Lake Fenton Unit representative accompany her/him in approaching her/his immediate supervisor.



The informal discussion at Level One must be completed within five calendar days

If, as a result of the informal discussion with the immediate supervisor or building principal, a grievance still exists, the grievant may invoke the formal grievance procedure by filing the Grievance Report Form with the Principal within five (5) calendar days of the completion of the informal discussion at Level One.

Within five (5) days of receipt of the said written grievance, the Principal shall reduce her/his decision to writing.

2. Level Two In the event the grievance is not satisfactorily resolved at Level One, notice of intent to proceed to Level Two shall be given to the Superintendent within ten (10) days of receipt of the written decision at Level One.

If the Local 10/MEA/NEA, Lake Fenton Unit gives notice that it desires to proceed with the grievance, a meeting shall be held between a representative of the Local 10/MEA/NEA, Lake Fenton Unit and the Superintendent within five (5) days of receipt of notification that the grievance is being pursued.

A written answer shall be returned to the Local 10/MEA/NEA, Lake Fenton Unit within ten (10) calendar days of said meeting.

3. Level Three In the event the grievance is not satisfactorily resolved at Level Two, or if no decision has been rendered at Level Two, within the time limits, the Local 10/MEA/NEA, Lake Fenton Unit may appeal the grievance to Level Three by sending written notification to the president of the Board of Education, with a copy to the Superintendent, within ten (10) days of the answer from Level Two, or within the ten (10) days of when said answer should have been given. At the Level Three hearing the School District will be represented by the Board of Education's negotiating team and up to, but not to exceed, three (3) members of the Board of Education and/or a representative designated by the Board of Education.

The Level Three hearing shall be held within thirty (30) days of receipt of the request for the hearing, unless mutually agreed to extend in writing beyond the thirty (30) days. At this hearing all evidence, testimony and witnesses which either party intends to use in the event that the grievance goes beyond this Level, must be presented. The Board shall have fourteen (14) days after the hearing in which to render its answer.

4. Level Four If the Local 10/MEA/NEA, Lake Fenton Unit is not satisfied with the disposition of Level Three, the Local 10/MEA/NEA, Lake Fenton Unit may within thirty (30) calendar days of receipt of the Level Three decision request that the matter be submitted to arbitration

The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within five (5) days after notice is given, she/he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. The arbitrator shall have no power to alter, add to or subtract from this Agreement. The arbitrator shall render her/his decision in

writing and shall set forth her/his findings and conclusions on the issues submitted. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

Only one grievance at a time may be taken to a particular arbitrator unless the parties mutually agree to more.

Neither party shall be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.

The expenses of the arbitrator under this article shall be divided equally between the Board and the Local 10/MEA/NEA, Lake Fenton Unit.

E. Miscellaneous:

1. The grievance discussed and the decision rendered at Level One may be placed in writing upon request of either party. Written decisions rendered at all levels shall be immediately transmitted to the Local 10/MEA/NEA, Lake Fenton Unit, the grievant and the Board.

2. Any grievance not appealed within the time limits set forth above shall be considered settled on the basis of the last decision.

If an answer to the grievance is not received within the time limits set forth above, it may automatically be appealed to the next level.

3. No grievance shall be filed by any teacher after the effective date of her/his resignation.

4. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

5. If a grievance arises from an action of authority higher than the Principal, the Association may present such grievance at Level Two of the grievance procedure.

6. The Local 10/MEA/NEA, Lake Fenton Unit shall be given access to all pertinent information and records necessary to the determination and processing of the grievance.

7. The placing of a probationary teacher on a third (3rd) year of probation, termination of, or failure to re-employ any probationary teacher may not be pursued to Level Four of the grievance procedure.

8. Past practice of the parties can be relevant evidence but may not be used as the sole justification of the decision of the arbitrator.

9. The arbitrator may not, in effect, grant to either party that which it was unable to secure during collective bargaining negotiations.

## ARTICLE 23

### Miscellaneous Provisions

- A. No Polygraph or Lie Detector shall be used by the Board in the investigation of any teacher.
- B. This Agreement supersedes and cancels all previous Agreements, verbal or written, or based on alleged past practices between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding on either party unless executed in writing by the parties hereto.
- C. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms.
- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and consistent except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. Copies for this Agreement shall be printed at the mutual expense of the Board and the Local 10/MEA/NEA, Lake Fenton Unit in booklet form and presented to all teachers now employed and hereafter employed.
- G. All teachers covered by this Agreement who participate in the production of tapes, publications, or other produced educational material shall share to the extent of their participation in residual rights should they be copyrighted or sold by the district.

## ARTICLE 24

### Insurance Protection

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection.

- A. The Board will provide MESSA Negotiated Term Life Insurance protection in the amount of \$45,000 for members enrolled in a MESSA health care plan and \$50,000 for members not enrolled, payable to the teachers designated beneficiary. The insurance will include accidental death and dismemberment (AD&D) and waiver of premium.



B The board will provide fully paid health insurance.

1. The insurance coverage will be MESSA Super Care I for the duration of the contract. Teachers will be reimbursed for all deductibles after providing evidence of the incurred expense. They will also be reimbursed for prescription costs by providing cash register receipts for such expenses. If Super Care I rates increase more than 20% in a year this paragraph will be reviewed by the Article 21 committee.
2. The School Board shall pay all applicable premium costs, for two persons, full family, employee and dependent, or single subscriber coverage, under the applicable insurance plans.
3. The benefit coverage under either of the aforementioned plans shall be established on July 1 of each year.
4. Disputes regarding benefit coverage under either plan shall be resolved by the insurance carrier involved.
5. In the event that the premium cost of the insurance plan, as established on July 1 of each year, should increase during the course of the school year, the Board shall pay the full amount of such additional costs to maintain existing benefit levels.
6. The School Board shall not be liable to pay for any increased costs caused by the insurance carrier's unilateral addition of new or increased benefits to the applicable insurance plan after July 1 of each year.
7. Teachers electing not to receive health insurance will be allowed 25% of Full Family subscriber premiums to be applied toward any combination of the options listed below.
  - a) Survivor Income Benefit
  - b) Short Term Disability
  - c) MEA Tax Deferred Annuity

C The Board shall provide Long Term Disability insurance with benefits payable upon the 91st calendar day after the commencement of illness or disability or the exhaustion of sick leave, whichever is the latter. Said program shall include the following conditions:

- 70% to a maximum of \$3000 per month
- pre-existing conditions waiver
- social security freeze
- mental nervous treated as any other illness or disability
- alcoholism drug addiction treated as any other illness or disability
- 5 year own occupation clause
- COLA adjustment (3% yearly maximum)
- benefits payable to age 65 or termination of illness or disability

The above shall be the total specifications that the Board must meet in providing this program.

This change is subject to the terms and conditions of the carrier relative to implementation of changes and dates.

- D. The Board will provide MESSA Delta Dental Plan E with 007 rider. Internal and external coordination of benefits (COB) will be included.
- E. The Board shall provide MESSA Vision Service Plan 2 benefits to eligible teachers and their dependents. Coverage will be VSP 3+ or comparable.
- F. Teachers teaching more than 1/2 time will be offered full fringe benefits; teachers teaching 1/2 time will be offered 1/2 the fringe benefits; teachers teaching less than 1/2 time will not be eligible for any fringe benefits.

Teachers teaching 1/2 time or more shall receive pro-rated fringe benefits. The effective date for coverage on new employees shall be as soon after initial date of employment as is allowed by the carrier. Teachers who complete their contract shall receive fringe benefit coverage for a full twelve months, beginning with September 1 of each year. If an employee terminates her/his employment, her/his subsidy shall terminate on the first of the month following. In instances where cost of coverage exceeds amount of subsidy, the Board shall make provisions for the excess to be payroll deductible.

The Board shall permit enrollment in the insurance program during the open enrollment periods of the insurance companies. Changes in carrier and/or coverage shall be effective as soon as possible following the signature date of the application, subject only to the limitations of the school's carrier. The Board will not be liable for double coverage.

## ARTICLE 25

### Charter/Academy School

Upon application to or by Lake Fenton Schools to form a charter/academy school within the district, notification will be provided to the Lake Fenton Education Association in order to negotiate the impact, subject to state rules and regulations.

## ARTICLE 26

### Master Teacher/Mentor Program

A joint committee of up to three (3) teachers representatives and three (3) Board of Education representatives will begin meeting in the 1994-95 school year to formulate a Master Teacher/Mentor Program recommendation with an anticipated effective date of August 1995.

Items addressed by this Committee will include, but not be limited to:

1. Mentor evaluation separate from teaching evaluation
2. Mentor is not required to evaluate probationary teacher
3. Selection of master teachers
4. Financial impact
5. Definition of Master Teacher
6. Definition of Master Teacher duties
7. Compensation
8. Release time
9. Application of sabbatical leave
10. Provision to terminate as Master Teacher
11. Master Teacher provided by district
12. Maintain Board of Education rights relevant to this issue.

### DURATION OF AGREEMENT

This Agreement shall be for three (3) years from July 1, 1994 to July 1, 1997. There will be reopeners after two (2) years on all new state mandates implemented during the contract period. In addition, five (5) issues each may be presented by the Board and the Association. Issues must be specific (i.e., substitute pay). Negotiations shall begin January 1996. The anniversary date of this agreement shall be July 1 of each year.

For the Association

Danny J. Hansen  
Robert J. ...  
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\_\_\_\_\_  
\_\_\_\_\_

For the Board

Robert E. King  
John ...  
... R. ...  
\_\_\_\_\_  
\_\_\_\_\_

## SCHEDULE A

There will be a 3% salary increase each year of the contract. For the 1994-95 school year, there will be no reduction in salary increase regardless of the increase in the rate of benefits. In the remaining years, if the rate of benefits increases more than 7% over the previous year's rate, there will be a 1/10% (.001) salary reduction for each 1% increase in the rate of benefits over 7%. (Example: If the rate of benefits increases by 9% for the 1994-95 school year, the salary increase for 1995-96 would be 2.8%. July 1 through June 30.)

### Salary Schedule 1994-95

Step	BA	(*) BA+15	BA+ 30/MA	MA+15	MA+40	Ed. Spec or PHD
1	26,411	27,784	29,229	30,749	32,348	34,030
2	27,784	29,229	30,749	32,348	34,030	35,800
3	29,229	30,749	32,348	34,030	35,800	37,661
4	30,749	32,348	34,030	35,800	37,661	39,620
5	32,348	34,030	35,800	37,661	39,620	41,680
6	34,030	35,800	37,661	39,620	41,680	43,847
7	35,800	37,661	39,620	41,680	43,847	46,127
8	37,661	39,620	41,680	43,847	46,127	48,526
9	39,620	41,680	43,847	46,127	48,526	51,049
10	41,680	43,847	46,127	48,526	51,049	53,704
11	43,847	46,127	48,526	51,049	53,704	56,496

(\*) The BA+15 column can only be used by employees who were eligible and presented documentation by 9/1/89

NOTE: Any employee presently on the BA+15 column or any employee earning BA certification by 9/1/89 shall be eligible to advance to or remain on the BA+15 column

Employee is interpreted to include new hires, current employees, and recalled employees.



**Salary Schedule  
1995-96**

There will be a 3% increase over the 1994-95 schedule if the rates for benefits do not increase by more than 7% over the previous year's rates. If benefit rates increase by more than 7% then there will be a 1/10% (.001) salary reduction for each 1% over the 7%.

<u>Step</u>	<u>BA</u>	(*) <u>BA +15 Cert.</u>	<u>BA+30 or MA</u>	<u>MA+15</u>	<u>MA+40</u>	<u>Ed. Spec. or PhD</u>
1	27,203	28,618	30,106	31,672	33,318	35,051
2	28,618	30,106	31,672	33,318	35,051	36,874
3	30,106	31,672	33,318	35,051	36,874	38,791
4	31,672	33,318	35,051	36,874	38,791	40,808
5	33,318	35,051	36,874	38,791	40,808	42,930
6	35,051	36,874	38,791	40,808	42,930	45,163
7	36,874	38,791	40,808	42,930	45,163	47,511
8	38,791	40,808	42,930	45,163	47,511	49,982
9	40,808	42,930	45,163	47,511	49,982	52,581
10	42,930	45,163	47,511	49,982	52,581	55,315
11	45,163	47,511	49,982	52,581	55,315	58,191

(\*) The BA+15 column can only be used by employees who were eligible and presented documentation by 9/1/89

NOTE: Any employee presently on BA+15 column or any employee earning BA certification by 9/1/89 shall be eligible to advance to or remain on the BA+15 column.

Employee is interpreted to include new hires, current employees, and recalled employees

**Salary Schedule  
1996-97**

There will be a 3% increase over the 1995-96 schedule if the rates for benefits do not increase by more than 7% over the previous year's rates. If benefit rates increase by more than 7% then there will be a 1/10% (.001) salary reduction for each 1% over the 7%.

<u>Step</u>	<u>BA</u>	<u>BA (*) Cert.</u>	<u>BA+30 or MA</u>	<u>MA+15</u>	<u>MA+40</u>	<u>Ed. Spec or PhD</u>
1	28,019	29,476	31,009	32,621	34,317	36,102
2	29,476	31,009	32,621	34,317	36,102	37,979
3	31,009	32,621	34,317	36,102	37,979	39,954
4	32,621	34,317	36,102	37,979	39,954	42,032
5	34,317	36,102	37,979	39,954	42,032	44,218
6	36,102	37,979	39,954	42,032	44,218	46,517
7	37,979	39,954	42,032	44,218	46,517	48,936
8	39,954	42,032	44,218	46,517	48,936	51,480
9	42,032	44,218	46,517	48,936	51,480	54,157
10	44,218	46,517	48,936	51,480	54,157	56,974
11	46,517	48,936	51,480	54,157	56,974	59,936

(\*) The BA+15 column can only be used by employees who were eligible and presented documentation by 9/1/89

NOTE: Any employee presently on BA+15 column or any employee earning BA certification by 9/1/89 shall be eligible to advance to or remain on the BA+15 column.

Employee is interpreted to include new hires, current employees, and recalled employees.

### Continuation of Schedule A

- A. The Superintendent may use her/his discretion in allowing outside experience when hiring new teachers.

Teaching a half year or more full time shall be credited as full year's teaching experience.

Teaching less than a half year shall receive no credit.

- B. Upon submitting evidence of having qualified for advancement on the salary schedule by reasons of credits beyond the bachelors degree, a teacher shall be advanced on the salary schedule at the beginning of a school year if the teacher submits verification of completion of credits no later than February 15.

The advance to the MA+15 schedule, graduate hours must be earned after the Masters Degree is completed, or, the following criteria must be met:

1. Hours must be taken no less than four (4) years before application for MA+15, and
2. Hours must be within the teacher's current certification.

The advance to MA+40/Ed Spec. must be earned after the MA+15 is completed, or, the following criteria must be met:

1. Hours must be taken within 6 years before application for MA+40, and
2. Hours must be within the teachers current certification.

- C. The contractual year shall begin July 1 of each year.

- D. Substitute Pay Rate

Teachers substituting during the school day will be paid the following rates:

\$17.51 per hour during the 1994-95 school year, \$18.04 per hour during 1995/96, school year and \$18.58 per hour during 1996/97 school year.

NOTE: Lunch room duty and gym duty are addressed under Schedule B but are **NOT** Schedule B positions and are paid on the hourly sub rates as listed above.

Full day substitute teachers shall receive \$60.00 per day. Substitutes who teach ten (10) days in the same assignment shall receive \$75.00 per day beginning on the 11th day up to and including the 60th day. On the 61st day in the same assignment, the substitute teacher shall be placed on the appropriate step on the salary schedule for all future days in that assignment.

- E. Driver Education instructors shall be paid at \$17.51 per hour for the 1994-95 school year, \$18.04 per hour for the 1995-96 school year, and \$18.58 per hour for the 1996-97 school year for both classroom and behind the wheel instruction, unless taught as a regular school day subject in which case the salary schedule will be followed.

Instructional policy for classroom and behind-the-wheel training shall be in compliance with existing state laws. Driver training automobiles shall be air conditioned. If Driver Education is taught in conjunction with other school districts, Lake Fenton driver education instructors will be paid the rate of the highest paying school district.

- F. Computation of the teacher's daily wage will be based on current year's teacher duty days being divided into the salary of the teacher.
- G. Any teacher voluntarily working during her/his assigned preparation period on a regular teaching basis shall be paid an additional one-sixth of her/his salary. There shall be no more than four (4) teachers assigned to the above duty at any one time.
- H. If a member of the Local 10/MEA/NEA, Lake Fenton Unit is assigned to an adult education class, she/he shall be paid at a rate per hour commensurate with the C.S. Mott Community College Adult Education program.
- I. Half-time Kindergarten teachers shall be contracted for one-half of the full-time Kindergarten teacher's duty hours.
- J. Part-time teachers shall be paid 1/5 of the appropriate full-time teacher's salary for each contact hour taught. The teacher will be obligated for 1/5 hour preparation time for each contact hour taught.
- K. Teachers salaries are to be divided into 21 equal pays using the following schedule. It is intended that checks be cashable the last school day prior to schedule vacations or holiday breaks. As an option teachers may select to have their salary divided into 27 equal pays for the 1994-95 school year, or into 26 equal pays for the remaining years of the contract.

1994-95

Pay days will commence with August 26, 1994 and follow every two (2) weeks.

1995-96

Dates to be determined when calendar dates are completed.

1996-97

Dates to be determined when calendar dates are completed.

L The Board shall pay the teacher's contribution to the Michigan Teachers Retirement Fund, as mandated by statute.

M Any teacher working days in addition to days listed on Schedule D will be paid a daily rate according to the formula in Section F above. This does not include Schedule B positions.

N Summer School and Curriculum Development

1. Credit classes - Teachers will receive their hourly rate for each class taught.
2. Non-Credit classes and curriculum development work will be paid at \$17.51 per hour for the 1994/95 school year, \$18.04 per hour for the 1995/96 school year, and \$18.58 per hour for the 1996/97 school year.

If there are 16 or more students in a subject area, two (2) classes will be offered, and if there are 28 students or more, three (3) classes will be held.

O Teachers may earn unlimited comp time but may only use two (2) days in one (1) school year. A maximum of two (2) days may be carried over to the next school year, and the balance will be compensated according to current sub rate.

P Sick Day Payout

Retiring teachers will receive 66 2/3% (2/3) of the amount paid for daily substitutes for each of their accumulated sick days. Teachers may elect to defer this pay until the January following their retirement.

Q Life Insurance

The board shall provide, without cost to the teacher, MESSA Negotiated Term Life Insurance protection into retirement in the amount of \$50,000 until the teacher reaches age 65.

R Longevity Pay

In 1994-95, teachers with 15 to 19 years of service in Lake Fenton will receive \$100 longevity pay. Teachers with 20 to 24 years of service will receive \$200 longevity pay. Teachers with 25 or more years of service will receive \$300 longevity pay. In 1995-96, the amounts will be \$150, \$250, and \$350 respectively. In 1996-97, the amounts will be \$200, \$300, and \$400 respectively. This longevity payment will be made at the end of the school year. Longevity will be calculated according to years of service to the district.

S Professional Growth

Professional development incentives will be determined through Article 21.



## SCHEDULE B

### Extra Duty Pay

All positions shall be paid according to the percents below and on the accompanying chart. Experience in Lake Fenton or outside experience is acceptable in determining salary in each category. Beginning September 1, 1985, all new hires for middle school coaching positions shall receive 1% less than the percentages listed below.

#### ACADEMIC POSITIONS

<u>Class Sponsors:</u>	<u>%</u>	<u>Miscellaneous Categories:</u>	<u>%</u>
Senior Class	5.0	Yearbook Advisor	
Junior Class	4.0	Senior High	6.5
Sophomore Class	3.5	8th Grade	3.0
Freshman Class	3.0	7th Grade	3.0
8th Grade	2.5	Combined 7th & 8th	4.5
7th Grade	2.5	Forensics Sponsor	4.25
Combined 5th & 6th	3.0	Plays	
Combined 7th & 8th	4.0	Director	5.0
		Ass't Director	4.0
		Art Director	4.0
		Music Director	4.0
<u>Department Coordinators:</u>		TV Coordinator	4.0
Number of Sections		Student Council	4.0
in Department	<u>%</u>	National Honor Society	4.0
8-18	4.0	Choral Director	6.5
19-32	5.5	Band Director	10.5
33 or more	7.0	Elementary Newspaper	2.5
		Quiz Bowl	
		High School	4.0
		Middle School	3.0

#### SPORTS POSITIONS

Athletic Director: 10% plus one week's extra pay for work done before the school year starts  
 Released Time 1-10 Teams - No Released Time  
 11-20 Teams - 1 Hour Released Time Per Day  
 21 or Over - 2 Hours Released Time Per Day

<u>Baseball:</u>	<u>%</u>	<u>Cheerleading:</u>	<u>%</u>
Boys Varsity	9.0	Coach I (per season)	4.0
Boys JV	7.0	Coach II (per season)	4.0
Girls Softball	9.0	8th Grade (per season)	3.0
Girls JV Softball	7.0	7th Grade (per season)	3.0

<b><u>Wrestling:</u></b>	<b><u>%</u></b>
Varsity	10.5
Assistant	7.0
Junior High	6.0

<b><u>Basketball:</u></b>	<b><u>%</u></b>
Boys Varsity	10.5
Boys JV	8.0
Girls Varsity	10.5
Girls JV	8.0
Girls Freshman	7.0
Boys Freshman	7.0
8th Grade (Boys)	6.0
8th Grade (Girls)	6.0
7th Grade (Boys)	6.0
7th Grade (Girls)	6.0

<b><u>Volleyball:</u></b>	<b><u>%</u></b>
Varsity	9.0
Junior Varsity	7.0
8th Grade	6.0
7th Grade	6.0
Freshman	6.5

<b><u>Tennis:</u></b>	<b><u>%</u></b>
Boys	8.0
Girls	8.0

<b><u>Football:</u></b>	<b><u>%</u></b>
Boys Varsity	10.5
Boys Varsity Ass't	8.0
Boys JV	8.0
Boys JV Ass't	7.0
Boys Freshman	7.0
Boys Freshman Ass't	6.5
Boys/Girls Jr. High Head	7.0
Boys/Girls Jr. High Ass't	6.0

<b><u>Track:</u></b>	<b><u>%</u></b>
Girls Varsity	9.0
Boys Varsity	9.0
Boys Ass't Track	7.0
Girls Ass't Track	7.0
Boys Jr. High Head	6.5
Boys Jr. High Ass't	5.5

<b><u>Golf:</u></b>	<b><u>%</u></b>
Varsity	8.0
Junior Varsity	6.5

<b><u>Hockey:</u></b>	10.5
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<b><u>Cross Country:</u></b>	8.0
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<b><u>Soccer:</u></b>	<b><u>%</u></b>
Boys Varsity	8.0
Girls Varsity	8.0
Boys JV	6.5
Girls JV	6.5

Any new positions added will be negotiated for rate of pay.

#### **Extra Duty Pay**

#### **NOTES:**

All categories listed under extra duty need not necessarily be scheduled if finances and numbers participating do not warrant including the activity in the program.

Regular noon assignments shall be paid on the basis of hourly substitute wages pro-rated according to the time worked.

Anyone employed in a Schedule B position will not receive less than the amount called for in the 1985-88 agreement.

During the 1995-96 and 1996-97 school years, the 1st step of the BA Schedule will be used to compute amounts. Lateral movement will be allowed for 1995-96 and 1996-97 for all Schedule B positions.

All middle school Schedule B coaching positions will be paid on the 1993-94 schedule for the duration of the contract.

**Schedule B**

BA SECOND STEP	\$26,975 1993-94							
	1	2	3	4	5	6	7	8
1.5%	405	417	429	442	455	469	483	498
2.0%	540	556	572	590	607	625	644	664
2.5%	674	695	715	737	759	782	805	829
3.0%	809	834	858	884	911	938	966	995
3.5%	944	972	1,002	1,032	1,063	1,094	1,127	1,161
4.0%	1,079	1,111	1,145	1,179	1,214	1,251	1,288	1,327
4.5%	1,214	1,250	1,288	1,326	1,366	1,407	1,449	1,493
5.0%	1,349	1,389	1,431	1,474	1,518	1,564	1,610	1,659
5.5%	1,484	1,528	1,574	1,621	1,670	1,720	1,772	1,825
6.0%	1,619	1,667	1,717	1,769	1,822	1,876	1,933	1,991
6.5%	1,753	1,806	1,860	1,916	1,973	2,033	2,094	2,156
7.0%	1,888	1,945	2,003	2,063	2,125	2,189	2,255	2,322
8.0%	2,158	2,223	2,289	2,358	2,429	2,502	2,577	2,654
9.0%	2,428	2,501	2,576	2,653	2,732	2,814	2,899	2,986
10.5%	2,832	2,917	3,005	3,095	3,188	3,283	3,382	3,483

During the 1995-96 and 1996-97 school years, the 1st step of the BA Schedule will be used to compute amounts. Lateral movement will be allowed for 1995-96 and 1996-97 for all Schedule B positions.

All middle school Schedule B coaching positions will be paid on the 1993-94 schedule for the duration of the contract.

<b>BA FIRST STEP</b>		<b>\$27,203 - 1995-96</b>							
<b>YRS OF EXPER</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	
1.5%	408	420	433	446	459	473	487	502	
2.0%	544	560	577	595	612	631	650	669	
2.5%	680	700	721	743	765	788	812	836	
3.0%	816	840	866	892	919	946	974	1,004	
3.5%	952	981	1,010	1,040	1,072	1,104	1,137	1,171	
4.0%	1,088	1,121	1,154	1,189	1,225	1,261	1,299	1,338	
4.5%	1,224	1,261	1,299	1,338	1,378	1,419	1,462	1,506	
5.0%	1,360	1,401	1,443	1,486	1,531	1,577	1,624	1,673	
5.5%	1,496	1,541	1,587	1,635	1,684	1,734	1,786	1,840	
6.0%	1,632	1,681	1,732	1,784	1,837	1,892	1,949	2,007	
6.5%	1,768	1,821	1,876	1,932	1,990	2,050	2,111	2,175	
7.0%	1,904	1,961	2,020	2,081	2,143	2,208	2,274	2,342	
8.0%	2,176	2,242	2,309	2,378	2,449	2,523	2,599	2,677	
9.0%	2,448	2,522	2,597	2,675	2,756	2,838	2,923	3,011	
10.5%	2,856	2,942	3,030	3,121	3,215	3,311	3,411	3,513	

<b>BA FIRST STEP</b>		<b>\$28,019 - 1996-97</b>							
<b>YRS OF EXPER</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	
1.5%	420	433	446	459	473	487	502	517	
2.0%	560	577	595	612	631	650	669	689	
2.5%	700	721	743	765	788	812	836	861	
3.0%	841	866	892	919	946	974	1,004	1,034	
3.5%	981	1,010	1,040	1,072	1,104	1,137	1,171	1,206	
4.0%	1,121	1,154	1,189	1,225	1,261	1,299	1,338	1,378	
4.5%	1,261	1,299	1,338	1,378	1,419	1,462	1,506	1,551	
5.0%	1,401	1,443	1,486	1,531	1,577	1,624	1,673	1,723	
5.5%	1,541	1,587	1,635	1,684	1,734	1,786	1,840	1,895	
6.0%	1,681	1,732	1,784	1,837	1,892	1,949	2,007	2,068	
6.5%	1,821	1,876	1,932	1,990	2,050	2,111	2,175	2,240	
7.0%	1,961	2,020	2,081	2,143	2,207	2,274	2,342	2,412	
8.0%	2,242	2,309	2,378	2,449	2,523	2,599	2,676	2,757	
9.0%	2,522	2,597	2,675	2,756	2,838	2,923	3,011	3,101	
10.5%	2,942	3,030	3,121	3,215	3,311	3,411	3,512	3,618	

## SCHEDULE C School Day

All full time secondary, middle school and elementary teachers will be scheduled as outlined in Article 5 for a total of 7 1/4 hours.

Within the above time frame or hours, teachers will use the non-student/teacher contact hours for purpose of preparation, duty free lunch, parent conferences and staff meetings. Time before student arrival and after student departure is professional teacher duty time.

The requirements of Article 5, D-2 as currently written regarding the elementary teacher's day shall be waived until such time as reinstatement of programs will allow such a schedule. Upon reinstatement of elementary Art, Music, or Physical Education, the Negotiating Teams will meet to determine schedule adjustments. This provision of waiver will be in effect for the 1994-95 school year only.

Teachers will not be required to report before 7:15 a.m. unless split sessions are scheduled, in which case teachers will not be required to report before 6:45 a.m.

Teachers will not be required to work beyond 4:15 p.m. unless split sessions are scheduled, in which case teachers will not be required to work beyond 5:15 p.m.

As part of their professional responsibilities teachers will attend all meetings called by Administration for their entire length unless excused in advance by an administrator. Teachers will be given at least 24 hours advance notice, unless an emergency situation arises.

If the structure of the school system is changed, the parties will meet to bargain necessary changes in this schedule

### High School

Student Day: 7:38 a.m. - 2:45 p.m. (M, TU, TH, F)  
9:45 a.m. - 2:00 p.m. (Wednesday)

Teacher Day: 7:30 a.m. - 3:00 p.m. (M, TU, TH, F)  
7:30 a.m. - 2:15 p.m. (Wednesday)

### Torrey Hill

Student Day: 8:55 a.m. - 3:15 p.m.  
Teacher Day: 8:05 a.m. - 3:20 p.m.

### West Shore

Student Day: 9:05 a.m. - 3:25 p.m.  
Teacher Day: 8:15 a.m. - 3:30 p.m.



**SCHEDULE D**  
**School Calendar 1994-95**

August 24 - WED	New Teacher Orientation
August 25 - THURS	Teacher Orientation
August 29 - MON	Half Day - K-12, Teacher Inservice in P.M., A.M. Kdg.
September 2 - 5 FRI/MON	NO SCHOOL K-12 - Labor
September 6 - TUES	SCHOOL RESUMES
TO BE ANNOUNCED	West Shore/Torrey Hill Elementary Open House
September 28	High School Conferences 8-12
October 11 - TUES	A.M. Testing, Grades 8-12, P.M. Teacher Inservice
	Full Day K-7
October 13 - THURS	A.M. Testing, Grades 8-12, P.M. Teacher Inservice
	Full Day K-7
November 2, 3, 4	West Shore/Torrey Hill School Conferences
	A.M. classes K-7
	P.M. Kdg on 2nd/4th, A.M. Kdg on 3rd
November 23 - WED	A.M. Classes K-12 -- Compensatory Time (1) (2)
	A.M. Kdg.
November 24 - 25 TH/FRI	NO SCHOOL K-12 - Thanksgiving Recess
December 21 - WED	Last Day Before Winter Recess
January 3 - TUES	School Resumes
January 13 - FRI	First Semester Ends (5)
January 16 - MON	NO SCHOOL K-12 - Teachers Record Day
January 17 - TUES	Second Semester Begins
February 15 - WED	High School Conferences (2) (3)
February 17/20- FRI/MON	NO SCHOOL K-12 - Mid-Winter Break
March 24 - FRI	Third Marking Period Ends
	Full Day K-12 (4)
March 30-31 - THURS/FRI	Elementary Conferences
	A.M. Classes K-7
	P.M. Kdg on 30th, P.M. Kdg. 31st
April 13 - THURS	A.M. Classes 8-12 (Compensatory Time) (2)
	K-7 Full Day
April 14 - FRI	NO SCHOOL K-12 Spring Recess
April 24 - MON	School Resumes
May 29 - MON	NO SCHOOL K-12 - Memorial Day

June 7 - WED  
June 8 - THURS

Last Day of Classes - A.M. Classes K-12  
Teacher Record Day  
Student Days 181  
Teacher Responsibility Days 184  
New Teacher Responsibility Days 185

- (1) The K-7 teachers and principals will consult in their respective buildings as to the exact dates for elementary and middle school open houses. Compensatory time will be given for open house.
- (2) Compensatory Time will be given for Conferences.
- (3) The 8-12 teachers and principal will consult as to the desirability of moving 8-12 conferences to a later date and as to exact date if changed.
- (4) K-7 teachers will be credited with 3 compensatory hours for report cards.
- (5) 8th grade final exams will not be scheduled without input from 8th grade teachers even though they may be following a final exam schedule.

FOR YEARS 1995-96, 1996-97, FOLLOWING TO BE ADDED TO SCHEDULE D:

The Site-Based Decision Making Committees (SBDM) in each building will meet to prepare calendar considerations for 1995-96 and 1996-97. The 95-96 and 96-97 calendars will be prepared to comply with state law which requires that 990 hours of instruction be provided in those years. The increased number of hours will be handled within the 184 day calendar and will be consistent with the contract Agreement. Calendar recommendations will be submitted to Article 21 by March 1st of each year. Article 21 approval will be in place prior to June 1st of each year.

#### NOTES

- A Elementary teachers will meet in the evenings on conference days if necessary to handle conference requests.
- B The Board of Education invites the Local 10/MEA/NEA, Lake Fenton Unit to submit its suggestions and recommendations as to the "In-Service Days".
- C In the event that more than five (5) days of session are missed due to Acts of God, the school calendar will be adjusted for the days in excess of five (5). The dates for such adjustments shall be mutually agreed upon by the Board and the Local 10/MEA/NEA, Lake Fenton Unit.
- D Nothing in this schedule shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an Act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty.

- E. If for any reason, other than as provided in Schedule D - Notes C, the number of student session days falls below 180, and we are required by the State Board of Education to make up the days, these days will be made up by adding the days to the end of the school calendar unless mutually agreed to do otherwise.
- F. Compensatory time will be given in grades K-12 for the time spent in Open House and for Parent/Teacher conferences as scheduled in the fall and spring in Schedule D.
- G. Easter vacations will be coordinated to the degree possible with Flint, Holly, Linden and Fenton School Systems.
- H. Kindergarten teachers will have substitutes one of the conference days in the fall and one in the spring to give time needed for parent conferences.
- I. Snow Day Make Up:

Any instructional days lost due to various Acts of God will be rescheduled without added cost to the Board to insure that students will receive 180 days of instruction. These days could be made up by decreasing the days of the winter recess, scheduling the K-12 inservice on Saturday, rescheduling the records day on Saturday or extending the school year. This shall be in effect as long as the state law mandates the 180 days of instruction. Any changes in the calendar will be changed mutually.

No instructional days shall be made up on Saturdays mid-year. In the event that the law is changed, paragraph D on page 47 shall prevail.



