

6/30/2000

4813

AGREEMENT

BETWEEN

FENNVILLE BOARD OF EDUCATION

AND

FENNVILLE EDUCATION ASSOCIATION, MEA-NEA

JULY 1, 1998

THROUGH

JUNE 30, 2000

Fennville Public Schools

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ARTICLE 1

RECOGNITION AND ASSOCIATION MEMBERSHIP

A. PARTIES TO AGREEMENT

This Agreement entered into this 1st day of July, 1998, by and between the Board of Education of the Fennville Public Schools, Allegan County, Michigan, hereinafter referred to as the "Board" and the Fennville Education Association, affiliated MEA/NEA hereinafter referred to as the "Association".

B. EXCLUSIVE RECOGNITION

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

pre-kindergarten through grade 12 employees
specialty employees
counselors
librarians
school social workers, psychologists and speech pathologists

but excluding:
temporary employees
evening and/or summer school employees
employee aides
administrative or supervisory employees

C. DEFINITIONS FOR EMPLOYEE GROUPS:

1. Employee(s)

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

2. Specialty Employee

Specialty Employee shall mean, but not be limited to, librarians, title-funded employees such as reading, bilingual, alternative education, and employees of such subjects as art, music, and physical education.

3. Administrative Or Supervisory Employees

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

4. Temporary Employee

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

D. ASSOCIATION SECURITY

1. Condition of Employment

Any employee who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment, pay a representation service fee to the Association which shall be established in compliance with all applicable legal requirements and shall not exceed the amount of dues uniformly required of the members of the Association. The employee may authorize payroll deduction for such fee in the same manner as provided in Article 3 of this Agreement or he/she shall pay the fee directly to the Association.

In the event an employee shall not pay such representation service fee directly to the Association or authorize payment thereof through payroll deduction, the Board shall, upon completion of the procedures contained herein, at the request of the Association and pursuant to MCLA 408.477; MSA 17.277(7), deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member.

The Association in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277(7) shall notify the employee of non-compliance by certified mail return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the employee that a request for mandatory fee deduction from his/her wages may be filed with the Board in the event compliance is not effected. If the employee fails to remit the fee or fails to authorize deduction for same, the Union may request the Board to make the deduction. The Board, upon receipt of the request for mandatory fee deduction from the Association shall within thirty (30) days thereafter provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall be limited to the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of same.

An employee contesting the appropriate amount of the service fee to be deducted, must exhaust the internal administrative procedures of the Association. When an employee objects to the appropriate amount of the representation fee, the amount of the deduction contested shall be placed in an escrow account as may be required by law until a determination of the appropriate amount of the deduction has been made. The remedies of such procedures shall be exclusive and unless and until such procedures, including any administrative or judicial review thereof, shall have been exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of this provision shall be subject to the grievance procedure set forth in this Agreement or to any other administrative or judicial procedure.

The Association will certify at least annually to the Board and at least thirty (30) days prior to the date of the first payroll deduction for the service fees, the amount of said fees to be deducted and certify that said fees include only those amount permitted by this Agreement and by law. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the service fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures relating to the payment or non-payment of the representation service fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the service fee for that given school year.

The Association agrees to cooperatively discuss and exchange information regarding the Association's service fee collection and objection procedures. The Association agrees, upon request from the Board, to provide to the Board for its review a copy of the Association's current policy together with a copy of all materials annually distributed by the Association and its affiliates to bargaining unit members who choose not to join the Association and/or object to the service fees.

In the event that an employee's religious practices do not permit compliance with the requirements of this Article for payment of membership dues or service fees to the Association, the Association may allow the employee to contribute a service fee not to exceed the amount of the Association's uniform membership dues collected from Association members to an Association Scholarship Fund or to a charitable organization approved in advance by the Association. The employee shall provide evidence of such contribution to the Association.

2. Association to Defend Board

The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this Article. The Association has the right to choose the legal counsel to defend any said suit or action.

E. PAYROLL DEDUCTION OF ASSOCIATION DUES

1. Dues To Be Payroll Deducted

Local, MEA and NEA dues levied by the Association, in accordance with its constitution and by-laws and in accordance with any State or Federal law in existence, shall be deducted by the payroll clerk, acting as the agent of the Board, from the wages of all employees who individually and voluntarily certify in writing, each year, to the aforementioned agent of the Board, that they authorize such deduction, or an employee shall pay such dues each year in a lump sum.

2. Remittance of Dues

With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or representation fee, the Board agrees promptly to remit monthly that portion allocated to the Association and the balance for both the NEA and MEA, to the Association, accompanied by an alphabetical list of employees from whom such deductions have been made, categorizing them to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. The Association agrees to furnish any other information needed by the Board to fulfill the provisions of the Article, and not otherwise available to the Board.

3. Employees Leaving The System

Any special fees levied by the Association shall be collected by the Association in their entirety from employees leaving the system prior to June, or entering the system after September; however, membership dues shall be collectable by the payroll clerk, acting as the agent from the Board, only for those months or portions thereof that an employee is in the system.

4. Refund of Dues

The right to refund to employees, monies deducted from their salaries under such authorizations, shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of any dues deducted by the payroll clerk, acting as the agent of the Board, and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to indemnify and hold harmless the Board for all sums proven to have illegally or improperly deducted and/or remitted to the Association.

5. Additional Deductions May Be Added

The Board shall also make payroll deductions upon authorization from the employees for any plan or programs jointly approved by the Association and the Board.

6. Association To Hold Board Harmless

The Association agrees to hold the Board harmless from any action growing out of these deductions, and assumes full responsibility for the disposition of all funds turned over to the Association.

7. Dues Deducted Ten Months Per Year

Pursuant to such authorization the payroll clerk, acting as the agent of the Board, shall deduct one sixteenth of such dues from the first regular salary check from which the aforementioned agent of the Board would normally deduct these dues, of each month for eight (8) months, beginning in October and ending in June of each year.

8. Employees Employed After Start of Year

Deductions for employees employed after the start of the regular school year shall be appropriately pro-rated to complete payments by the end of the regular school year.

9. Authorization of Payroll Deduction

The employees who pay in a lump sum shall do so prior to receiving their first regular salary check from which the payroll clerk, acting as the agent of the Board, would normally deduct these dues.

ARTICLE 2

SCHOOL AND ADMINISTRATIVE RIGHTS

A. Management Function

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

1. Executive Management and Administrative Control

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

2. Employment of Staff

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

3. Establish Curriculum

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

4. Instruction

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

5. Schedules and Responsibilities

To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of employees and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

B. Limitation By Terms of Agreement

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

C. Enforcement of Rules and Personnel Policies

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

ARTICLE 3

ASSOCIATION AND EMPLOYEE RIGHTS

A. Non Discrimination

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

B. Use of School Facilities and Equipment

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

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

C. Membership Identification

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

D. Use of Mail Boxes

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

E. Use of Bulletin Boards

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

F. Financial Reports

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

G. Processing of Grievances

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

H. Association Required To Specify Information

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

I. Personnel File

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

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

ARTICLE 4

GRIEVANCES AND GRIEVANCE PROCEDURE

A. Definition

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

1. The discharge or demotion of a tenured employee or any other matter within the jurisdiction of the State Tenure Commission.
2. The discharge or nonrenewal of any probationary employee.
3. Any matter related to the content of any evaluation of an employee, including the content and development of an individualized development plan.

B. Days Defined

Any reference made to days in this Article is understood to mean business days.

C. Procedure

Step One A grievance shall exist when a claim by a an employee or his/her Association Representative that there has been a violation of misinterpretation or misapplication of the terms of this Agreement has been rejected or not acted upon by the employee's administrative unit principal. This claim must be made not later than seven (7) business days after the alleged incident took place or from the time that the "grievant" first learned of the facts upon which the claim is made. Once the administrative unit principal has been made aware, verbally, of the claim, he/she will have three (3) working days to give his/her answer to the "grievant(s)" concerned and/or the Association. When the administrative unit principal's answer is not satisfactory to the "grievant", the "grievant" must proceed at Step Two within two (2) business days after the administrative unit principal's answer or the deadline for the answer if none is given.

Step Two The grievance shall be reduced to writing on the Association's standard grievance form, and submitted to the administrative unit principal involved. The grievance shall name the "grievant" involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by the appropriate reference, shall state the contention of the "grievant" with respect to these provisions, shall indicate the relief requested, and shall be signed by the "grievant". The "grievant" and/or the Association Representative, administrative unit principal, and Superintendent will meet within five (5) business days after receipt of the written grievance in an attempt to resolve it. The Association Representative and the Superintendent shall be mutually responsible for the scheduling of this meeting within specified time limits. If the grievance is not resolved in Step Two, then the grievance may be appealed to Step Three by filing a copy of the grievance with the Superintendent within two (2) business days after the Step Two answer is rendered or the deadline for the answer if none is rendered.

Step Three The Superintendent and/or other representatives of the Board and representatives of the Association shall meet within five (5) business days after receipt of the grievance, unless a longer time is mutually agreed upon between the parties, after working hours, in an attempt to resolve it. The answer from this step will be forthcoming within five (5) business days of conclusion of this meeting. The Association Representative and the Superintendent shall be mutually responsible for the scheduling of this meeting within specified time limits. Should the grievance remain unresolved, the grievance may be submitted to arbitration by filing a Demand for Arbitration with the American Arbitration Association within fifteen (15) business days of the Step Three answer or the deadline for the answer if none is given. Only the President and/or the Executive Board of the local Association shall have the right to determine whether the grievance is to be submitted to arbitration.

D. Arbitration

Arbitration proceedings shall be conducted by an arbitrator to be selected by the representatives of the Board and the Association according to the procedures and rules of the American Arbitration Association, which shall likewise govern the arbitration proceedings.

E. Powers of the Arbitrator

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

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

F. Arbitrability

If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first rule on the question of whether the grievance is arbitrable under the terms of this Agreement. In the event that a case is appealed to an arbitrator on which he/she has no

power to rule, it shall be returned to the parties without a decision or recommendation on its merits.

G. Written Decision

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

H. Decision To Be Final and Binding

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

I. Fees And Expenses

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

ARTICLE 5

TEACHING HOURS AND SCHOOL CALENDAR

A. Duty Hours

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

B. Lunch Period

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

C. Teaching Load

The normal weekly teaching load for all employees covered by the Agreement will not exceed an average of 5 hours and 35 minutes of pupil contact per day. In no event shall length of class day be lengthened unless by mutual agreement. Assignment to supervise a study period shall be considered a teaching period for purposes of this Article.

D. Class Schedules

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

E. Planning/Conference Time

All secondary employees shall have a period of fifty-five (55) minutes for planning each student day. All elementary employees shall have a period of 50 minutes for planning each student day. The planning time at the elementary shall be provided through the use of special teachers, i.e. music, art, PE, library, computer.

All instruction of students shall be provided by certified teachers including time spent in the elementary outdoors classroom. Elementary employees shall determine the amount, not to exceed thirty (30) minutes, and the clock hour of the outdoor education.

F. Deviations From Schedules

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

G. Staff Meetings - District

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

H. Staff Meetings - Administrative Unit

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

I. School Calendar

1. **No Deviation From Calendar**

For the term of this Agreement, the school calendar shall be set forth in Schedule A. There shall be no deviation from, or change in the school calendar except by mutual agreement between the Board and the Association.

2. **Duty Days**

There shall be included in the contract 180 days in session plus five(5) duty days. The duty days shall be one orientation day, two parent/employee conference days (4 half-days/evenings), two in-service days, and one employee record day. Duty days shall not exceed the time requirements of the normal work day as set forth in Section A above

4. Cancellation Of Duty Days

The parties understand and believe that scheduled days of student instruction which are canceled pursuant to Section 101 of the State Aid Act may be counted as days of pupil instruction for purposes of receipt of State Aid by the school district. This understanding is based upon the practice of the parties compensating employees for days on which schools are closed due to conditions beyond the control of school authorities. At the ratification of this contract the school district shall promptly undertake to verify the above understanding with the Michigan Department of Education.

If the school district is advised by the Department of Education, that said days of instruction canceled due to conditions outlined in Section 101 of the State Aid Act, may not be counted for purposes of receiving state aid, then the employees will work on all rescheduled days without compensation. The particular days of rescheduled instruction shall be subject to negotiation with the Association.

For those particular school years covered by this agreement, the Snow Day Make-up Day will be used, if necessary, for rescheduling days lost due to said conditions. Other such days shall be made up in June, thereby extending the end of the school year.

Any increase mandated by legislation over the present number of instruction days (exclusive of days of instruction required to be made up according to the above paragraphs) shall cause the parties to negotiate over the topic of additional compensation for such additional duty days.

ARTICLE 6

TEACHING CONDITIONS, ASSIGNMENTS AND CLASS LOADS

A. Educational Materials and Equipment

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

B. Faculty Rooms

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

C. Telephones

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

D. Vending Machines

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

E. Parking

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

F. Faculty Pass

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

G. Unsafe Conditions

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

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being. It will be the responsibility of all employees to report any unsafe conditions or acts to their administrative unit principal immediately.

H. Teaching Assignments

Teaching assignments shall be based upon the areas of an employee's certification, qualification, and major field of study. If this is not possible, or upon the employee's request, teaching assignments may be made within the areas of an employee's certification, qualification, and minor fields of study. The Board will budget an amount of money within each administrative unit for the specific purpose of in service, conferences, and other presentations for the purpose of staff development. Priority will be given to those employees teaching in areas in which they have not taught during the previous five (5) years. Any reimbursement must be authorized prior to incurring expenses.

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

I. Assignments During A Planning Period

If a secondary employee accepts a classroom assignment during a planning period on a temporary basis, additional compensation will be \$20.00 per hour. If an employee accepts a classroom assignment during a planning period on a permanent basis, the compensation will be 1/1110th of current salary. In an emergency, an elementary or middle school class may be divided at the grade level and the employee shall be compensated \$25.00 a day.

J. Notification of Tentative Assignments

Employees, other than newly hired employees, will be notified in writing of their tentative assignments for the coming school year prior to the end of the present school year, and any changes that are made shall result in the employee being notified of such change, no later than August 10 unless mutual agreement between the Board and Association provides for a later date. If the change is not mutually agreed upon, then the employee will be assigned according to the written notification received on or before August 10.

K. Additional Assignments

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

L. Pupil - Instructor Ratio

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

1. make every effort to keep class size at an acceptable number;

2. assure that class size will be appropriate to the room assigned and the equipment and materials available.
3. place the best interest of sound education as the first priority within the framework of existing financial conditions;
4. recognize the recommendation of the Professional Studies Committee pertaining to the educational validity of disproportionate pupil-employee ratios.

M. Supervision of Students

During the school day employees are responsible for student supervision at all times.

If the administrative unit principal requests that employees supervise students during recess and will be paid \$75 each semester per 15 minute weekly assignment.

Such arrangements must be approved by the administrative unit principal at the beginning of each school year.

N. Class Sponsorship

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

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

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

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

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

O. Job Sharing Employee

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

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

P. Special Or Substitute Teaching Assignments

1. Substitute Employee List Maintained

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

- a. On orientation day employees shall be informed of the person and telephone number to contact should the employee be unavailable for work.
- b. Any employee who will be unavailable for work shall notify the above stated person by 6:30 a.m., or be subject to loss of pay for that day, except in circumstances beyond the control of the employee.
- c. If the employee knows that he/she will be unavailable for work the following day, or knows during an absence that he/she will be able to return to work the following day, it shall be his/her responsibility to notify the appropriate person of his/her intent for the following day, no later than 3:00 p.m., if at all possible.

2. Regularly Employed Employees As Substitutes

The practice of utilizing regularly employed employees as substitutes during their planning period is allowed as written in Section 1.

Q. Curriculum Council And Departmentalization

1. Departmentalization

In order to enhance the ability of the district to maintain effective and contemporary curriculum, the district shall establish a Curriculum Council, departmentalize, and establish a six-year curriculum review cycle.

Departmentalization shall consist of seven (7) departments as follows:

- a. Math (including computer education)
- b. Science (including health education)
- c. Social Studies
- d. Language Arts (including foreign language, spelling and handwriting)
- e. Reading
- f. Practical Arts (including vocational, industrial, business and physical education)
- g. Fine Arts

2. Department Chairpersons

The activities of each of the departments shall be represented by a Department Chairperson. Each Department Chairperson shall be an active teaching staff member who has demonstrated leadership skills and an interest and expertise in the department represented.

Department chairpersons shall be appointed by the Board with the advice of a screening committee consisting of the Administrative Unit Principals and an equal number of Association Representatives. Chair vacancies shall be posted as per established procedures and interested persons shall submit a letter of application to the screening committee. Department Chairpersons shall receive extra-duty compensation as per Schedule C.

3. Building Level Leaders

Each department shall also be represented by four (4) building level leaders. The function of these positions shall be to assist the Department Chairpersons and to insure proper communication and coordination of curricular activities within their respective buildings (administrative units). Building level leaders will be appointed by the teaching staff within each building after staff departmental assignments are made.

4. Employees Assigned to Departments

All bargaining unit members shall be assigned to a particular department and attendance at departmental meetings and participation in departmental affairs shall be considered part of the members contractual obligation. Members shall be assigned to departments as follows:

- a. Elementary staff shall be assigned based upon an indication of their first, second and third choices of departments.
- b. Secondary employees will indicate their preferences based upon their current teaching assignment.
- c. Specialists will serve on the department representing their specialty area.

5. Curriculum Changes

All proposals for curriculum change shall be presented to the Curriculum Council prior to referral for Board action. Any recommendations that the Curriculum proposes shall be considered advisory only, and the Board agrees to acknowledge receipt of such recommendations and indicate a possible course of action within forty-five (45) days of submission. It is understood, however, that the Board reserves the right to alter the curriculum whenever it deems such action to be appropriate.

6. **Curriculum Council Representation**

Bargaining unit representation on the Curriculum Council shall consist of the seven (7) Department Chairperson.

ARTICLE 7

TEACHING VACANCIES, PROMOTIONS AND TRANSFERS

A. Employee Transfer Request

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

B. Vacancies During School Year

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

C. Vacancies For Next School Year

Whenever teaching vacancies occur in the system fore the next school year they shall be posted on each faculty room bulletin board for seven (7) calendar days prior to the filling of the position.

The most senior employee making application for the vacancy shall be awarded the position, provided he/she is equally or better qualified than any other applicant for the vacancy. The determination of the relative qualifications of the applicants shall be made by considering the extent and recency of relevant qualification factors such as, but not limited to, academic preparation and degrees, areas of certification, work and training experiences in the subject area of the assignment, and professional recommendations and references.

D. Change of Assignment

The Board and Association recognize that changes in grade assignments in the elementary schools, changes in subject assignments in the junior high school and high school, and transfers between administrative units will sometimes be necessary and desirable in the best interests of pupils and employees. Except when such transfer is necessary because of performance difficulties and/or weaknesses, the procedure shall be as follows:

First Inform all potential candidates of the contemplated change, the reason for the change, and seek qualified volunteers to make the change.

Second In lieu of qualified volunteers to make the change, the Board shall consider both qualifications and seniority within the system. Where qualifications are similar, employees with least seniority will be selected to make the change.

Third The Superintendent, after conferring with the Executive Board of the FEA, and with Administrative Unit Principals involved, shall make the final decision regarding assignment changes.

E. Return To Employee Status

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

F. Schedule C Positions

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

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

G. Extra Duty Positions Not Automatically Filled

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

ARTICLE 8

LAYOFF AND RECALL

A. Notice of Intent

If the Board determines that it is necessary to decrease the number of employees, or eliminate or consolidate positions, the Board shall notify the Association in writing of its intention to do so and the reasons therefore.

B. Seniority

All individuals who were members of the bargaining unit as of February 3, 1983, shall be given seniority for all service since their last date of hire with the District. Current administrators who held teaching positions previous to February 3, 1983, will be granted credit for their years of teaching.

1. Seniority Tie Breakers

If two or more employees have the same last date of hire, they shall appear on the seniority list by (1) date on hiring agreement, (2) highest degree held, (3) credit hours beyond highest degree held and (4) flip of a coin. It is expressly understood that for the purpose of computing seniority under this Section, all leaves of absence that commenced prior to February 3, 1983, and District employment outside the bargaining unit served prior to February 3, 1983, shall accumulate seniority. However, any extension of leaves granted subsequent to February 3, 1983, shall fall within the rules outlined in Section B.2 below.

2. Seniority Subsequent to February 3, 1983

All seniority earned subsequent to February 3, 1983, shall be defined in the following manner:

- a. Seniority shall be defined as length of service in the bargaining unit.
- b. Any individual on an unpaid leave of absence of any type, shall retain previously accumulated seniority, but shall not accumulate seniority while on leave.
- c. Employer-approved paid sick leaves and sabbatical leaves shall continue to accumulate seniority.

- d. All bargaining unit seniority is lost when employment is severed by resignation, retirement and/or just cause for discharge.
- e. A bargaining unit member employed as school social worker or school psychologist shall earn and hold seniority in his/her assignment as a social worker or a psychologist only. Such seniority credit shall not apply to regular teaching vacancies or assignments.

C. Seniority - Annual Statement

By October 15, each year, the Superintendent shall prepare a seniority list with the certification of each employee. A copy of the list shall be furnished each employee. The employee will have ten (10) working days to indicate any discrepancies; if none are submitted, the list will then be determined to be accurate. The same process will prevail by April 1 of each second semester.

D. Reduction in Force Guidelines

Layoff shall conform to the following guidelines:

1. Layoff In Order Of Seniority

Employees shall be laid off in the order of seniority starting with the least senior employee, provided that:

- a. there is a more senior tenured employee whose position has been eliminated and who is eligible to replace and perform all of the duties of the least senior employee
- b. the Board may offer an employee part-time employment in lieu of layoff, provided that if such offer of employment is refused, the employee shall retain his/her position on the recall list subject to the rights of other employees pursuant to this Article.

2. Written Notice

Employees subject to layoff shall be notified in writing not less than twenty (20) calendar days prior to such layoff if the layoff is scheduled to take effect during the school year. If such layoff is to take effect at the opening of a new school year, employees subject to layoff shall be notified in writing no later than June 30. In instances of substantial and unforeseen changes in student population, or other conditions, a general reduction in the number of employees employed by the Board shall be allowed. In such circumstances, the Board or its representative shall consult with the Association President, who in consultation with the Association Executive Board, shall jointly arrange notification procedures.

3. Suspension of Benefits

Any layoff shall suspend, for the duration of the layoff, the Board's obligation to pay salary or fringe benefits under any individual contract of employment or under this agreement; however, an employee shall be eligible to receive any benefits which were earned but not yet paid prior to the layoff.

4. Association Notification of Layoff

The Association President shall be informed in writing of the names of employees subject to layoff.

E. Recall Procedures

Recalls shall be subject to the following conditions:

1. Recalls In Order Of Seniority

Tenured employees on layoff will be recalled to the next available vacancy for which they are certified and qualified which arise within three (3) years of the effective date of their layoffs. Probationary employees on layoff will be recalled to the next available vacancy for which they are certified and qualified, which arise within one (1) year of the effective date of their layoffs. Thereafter, there is no right of recall to any position of employment.

Employees shall be recalled in the order of seniority starting with the most senior eligible employee on layoff. Bargaining unit members employed as a social worker or a school psychologist and on layoff shall not be subject to recall to a teaching vacancy for which he/she may otherwise be certified and qualified, except according to his/her seniority acquired in a teaching capacity.

2. Written Notice Of Recall

If no recall date is set forth in the notice of layoff, the Board shall give written notice of recall from layoff by sending a certified letter to the employee at the employee's last known address as it appears on Board records, which address shall be conclusive for purposes of this Article. It shall be the responsibility of each employee to notify the Board of any change in address.

3. Responsibility To Appear

If a recall date is set forth in the notice of layoff, it shall be the employee's responsibility to appear for reinstatement on the date specified.

4. Failure To Appear

It is the obligation of the employee, except as hereinafter provided below. Subsections (a) and (b) of this Section to report his/her availability to work at the specified time within ten (10) calendar days from the date of the mailing of the recall notice. Such notice shall be mailed at least ten (10) calendar days prior to the beginning of the work date. Unless the employee meets this obligation, his/her failure to do so shall be considered a voluntary quit and shall thereby terminate his/her individual contract and any other employment relations with the Board. An extension shall be granted provided that:

- a. Prior to the issuance of a recall notice, the employee has executed a written contract of employment for a teaching position in another school district; and
- b. The employee has within the ten (10) day reporting period requested, in writing, an extension to allow for completion of his/her year's teaching duties in another district. The employee shall indicate, in writing, his/her intent to accept the position to which he/she is recalled.

5. Obligation Shall Terminate

The obligation of the Board to rehire an employee shall terminate when the employee rejects or does not respond within ten (10) calendar days to an offer of a position equal to the one he/she was laid off from, when the employee resigns, retires, dies, or certification lapses.

6. Association Notification Of Recall

The Association President shall be informed in writing of the names of employees who will be recalled.

F. Definition of Terms

The following definitions of terms shall be used for purposes of this Article:

1. Eligible Employee

An eligible employee means an employee who is certified and qualified to perform the duties of the position to be filled.

2. Service Date

Service date means the date when the employee first provided professional services for the Board since any break in service. An employee employed by the Board in a non-bargaining position shall neither accrue nor lose seniority during the period of such employment

G. Unemployment Compensation

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

1. The total of unemployment compensation plus salary earned by employment in the district shall not be below that which the employee would have received had he/she been employed the entire school year.
2. This Article would be implemented June 1, 1984.
3. When the Court decides that this procedure is illegal, the employee will receive a lump sum refund within thirty (30) calendar days.

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

H. Procedures Shall Not Apply

The procedures set forth in this Article shall not apply to the involuntary termination of the employee for unsatisfactory service or breach of contract, or the voluntary termination of an employee.

I. Substitute Employee List

Employees on layoff will be given priority on the substitute employee list provided they are available and interested.

ARTICLE 9

PROFESSIONAL RESPONSIBILITIES AND CONDUCT

A. Professionalism

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

B. Disciplinary Action

No tenured employee shall be disciplined (warnings, reprimands, suspensions of less than three days in a school year) without just cause. The discharge or demotion of a tenured employee shall be governed exclusively by the procedures and standards of the Michigan Teacher Tenure Act applicable thereto and shall not be subject to the grievance procedure or to arbitration under the terms of this Agreement. The termination or nonrenewal of a probationary employee shall be governed exclusively by the procedures and standards of the Michigan Teacher Tenure Act applicable thereto and shall not be subject to the grievance procedure or to arbitration under the terms of this Agreement.

C. Complaints

Complaints shall not be placed in the employee's personnel file without prior written notification to the employee.

ARTICLE 10

STUDENT DISCIPLINE AND PROTECTION OF EMPLOYEES

A. Discipline Rules and Regulations

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

B. Assault

1. Removal of Student

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

2. Legal Counsel - Assault

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

C. Legal Counsel - Disciplinary Actions

If any employee gets legally involved because of disciplinary actions taken by the employee against a student, the Board will provide legal counsel and render all necessary assistance to the employee in his/her defense provided that it has been determined that the employee has acted within the scope of School and Administrative Policy. Whether an employee has acted within the scope of School and Administrative Policy for the purpose of this provision shall be considered a grievable issue and, if necessary, shall be determined through such channels.

D. Reimbursement For Losses

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

ARTICLE 11

EMPLOYEE PERFORMANCE APPRAISAL

A. Employee Performance Appraisal Defined

The Board and the Association both recognize the right, duty and responsibility of the administration to conduct employee performance appraisals of each employee's performance. Both parties recognize the purpose of an employee performance appraisal is to maintain and/or improve the effectiveness of the employee. It is understood that any employee performance appraisal will be based on valid, pertinent and well-identified criteria. Furthermore, it is agreed that evaluations and/or observations be conducted openly and with full knowledge of the employee. The entire process is designed to include positive reinforcement, constructive criticism and mutual follow-up efforts to bring about employee improvement in any area that has been identified as a weakness.

B. Schedule of Employee Performance Appraisals

The work performance of all employees shall be evaluated in writing. All probationary employees shall receive at least three (3) written performance appraisals during each probationary year; the first by November 15, the second by January 15, and the third by March 15 (or, if applicable, within 60, 120 and 180 calendar days, excluding June, July and August, of his/her anniversary of employment. At the beginning of each school year, a probationary employee shall be provided with an individualized development plan developed by administrative personnel in consultation with the probationary employee. A probationary employee will be evaluated at least once each full school year during the probationary period, which shall be an annual year-end performance evaluation. The annual year-end performance evaluation shall be based on, but not limited to, at least two classroom observations held at least sixty days apart, unless a shorter interval between the two classroom observations is mutually agreed upon by the employee and the administration. The annual year-end performance evaluation shall include at least an assessment of the employee's progress in meeting the goals of his or her individualized development plan. Each tenure employee shall receive a performance appraisal procedure at least once each three (3) years and prior to May 15. Tenure employees may be requested to meet with his/her supervisor to discuss performance at least once during each of the interim years between written appraisals. If a tenured employee has received a less than satisfactory performance evaluation, the employee shall be provided with an individualized development plan developed by administrative personnel in consultation with the individual employee. The performance evaluation will be based on, but not limited to, at least two classroom observations conducted during the period covered by the evaluation. If the tenured employee has been provided an individualized development plan, the evaluation shall include at least an assessment of the employee's progress in meeting the goals of his or her individualized development plan. Nothing in the Article should be construed to limit the number of written performance appraisals which may be written for an employee.

C. Designated Evaluators

Employee performance appraisals shall be conducted by each employee's immediate supervisor or with mutual agreement by a designated representative. Itinerant (or shared) staff will be

appraised by one assigned supervisor, as agreed upon and designated by the supervisors involved. Either the employee or the administrator, or both, may include another party (i.e. Department Chairperson, Association Representative, or other specialist in an appropriately related field) during any performance related conference. It is understood that said parties shall be employees of Fennville Public Schools.

D. Duration of Appraisal Non-Tenure Employees

Each written employee performance appraisal for non-tenure employees shall be based on no less than thirty (30) minutes of observation which may consist of two fifteen (15) minute periods or one thirty (30) minute period. The length of time of the employee performance appraisal will be noted on the appraisal form. All monitoring and/or observations of the work of an employee shall be conducted openly.

E. Probationary Employee Appraisals

No later than March 15th of each probationary year a final written employee performance appraisal report will be furnished to the Superintendent for each probationary employee. A copy shall also be furnished to the employee. If the report contains information not previously made know to and discussed with the probationary employee, the employee shall have an opportunity to submit additional information to the Superintendent. In the event a probationary employee is not continued in employment, the Board will advise the employee of the reasons thereof, in writing at least sixty (60) days prior to the end of the probationary period. It is understood that the Administrative Unit Principal shall have had a conference with such employee prior to official notification.

F. Grievance Procedure

It shall be expressly understood by both parties that the content of an adverse employee performance appraisal is not subject to the grievance procedure and that evaluations will be one of the factors in the Board's determination of the individual's future within the system. The procedure used in obtaining an evaluation of the employee's competence is grievable.

G. Improvement of Evaluation Process

Both parties shall work to improve the evaluative criteria used to judge the performance of employees. Upon request of either party, a joint committee shall be established to revise the evaluation tools. Any changes recommended by such committee's efforts shall be submitted to both parties for approval prior to adoption. The evaluative tool agreed upon by both parties shall be the only tool used until further revised by the above procedure.

H. Random Appraisals

The Board and the Administration reserves the right to monitor, audit, observe and evaluate any class or school activity whenever it deems it appropriate, providing it is accomplished with the full knowledge of the employee in charge.

I. Video Taping

A technique that may be employed for employee performance appraisal may include the video taping of a lesson. After discussion with the employee in a post evaluation conference, the tape will be given to the employee who will erase and return it. There shall be no duplication of the video tape; the intent of the parties being only the original tape will be used for evaluation and discussion purposes.

ARTICLE 12

MENTOR PROGRAM

The undersigned parties hereby acknowledge the requirement of Section 1526 of the School Code for each employee during the first three (3) years of his/her employment in classroom teaching to be assigned a mentor or mentors. A mentor shall be a master employee, retired master employee or college professor. At least one mentor shall be assigned to each eligible probationary employee to provide professional support, instruction and guidance in a collegial relationship, during the period prescribed by law.

Acceptance of assignment to be a mentor employee shall be voluntary. A mentor employee assigned from the bargaining unit:

- A. Shall perform the responsibilities of a mentor employee as prescribed by the Board. Performance as a mentor employee shall not be included in the employee's general performance evaluation.
- B. Will not be responsible for the formal evaluation of the employee to whom he/she is assigned and will not be required to participate in it in any way.
- C. A mentor employee assigned from the bargaining unit shall be compensated in the amount of \$250.00 per assignment, per semester.

ARTICLE 13

PROFESSIONAL COMPENSATION AND INSURANCE BENEFITS

A. Salary Schedule B

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

B. Extra Duties Salary Schedule C

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

C. Salary Credit - Outside Experience

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

D. Years of Experience In District

In establishing credit for years of experience, a full-time employee employed initially at the beginning of the second semester shall receive a full year of credit on the salary schedule. An employee who was a part-time employee previously and employed at the beginning of the second semester will not advance on the salary schedule.

E. Payroll Schedule

Employees shall receive their pay in twenty-six (26) equal payments on every other Friday starting with the agreed upon date. Employees may have the option of receiving their pay in twenty-one (21) equal payments on every other Friday starting with the agreed upon date, but must submit this request to the Superintendent's office by August 15th to be effective for the school year immediately following.

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

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

Employees choosing to receive their pay in twenty-six (26) equal payments may have the option of a lump sum in June covering any remaining pay periods, but must submit this request to the Superintendent's office by May 1 of the affected school year.

F. **Master's Degree Attained**

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

G. **Tuition Reimbursement**

1. The Board of Education shall reimburse the employee the tuition costs for graduate or under graduate credit earned in compliance with the requirements of this contract provision. In no case shall the tuition reimbursement exceed six (6) semester hours required in any five (5) year period.
2. It is understood that a an employee should request approval of under graduate credits only in rare incidences and the under graduate credits will be approved only when such class will have a direct effect on improving the employee's knowledge and teaching techniques in his/her present teaching position
3. In order to be approved, graduate or under graduate credits or their equivalents must be of a nature that they will contribute to the development of knowledge and skills related to the employee's assignment. It shall be the employee's responsibility to make proper application for approval and to file the necessary documentation to verify satisfactory completion of the requirements.
4. Approved graduate or under graduate credits can only be granted by an accredited college or university and equivalent CEU's must carry State Board of Education sanction, except that contact hour equivalents may be credited for locally developed in-service activities, workshops or presentations. Contact hour equivalents may also be credited from workshops given by the Allegan, Kalamazoo, Kent and Ottawa Intermediate School District. Workshops offered by the Intermediate School Districts may not be taken during school hours except with prior approval.
5. In order to receive credit for class work, all graduate or under graduate credits or their equivalents, must be approved in writing prior to the employee enrolling in the class. Prior approval must be obtained from the employee's department chairperson, building principal and the superintendent.

H. Retirement

1. Notice Of Intent To Retire

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

2. Reimbursement For Accrued Sick Leave

In recognition of and appreciation for regular and faithful attendance and service to the Fennville Public Schools, effective as of July 1, 1981, an employee with ten (10) or more years experience in the district who retires under the Michigan Public Schools Retirement System shall be reimbursed t the rate of \$10.00 per day for days 1-100; and at the rate of \$15.00 per day for days 101-140, for accrued sick leave days.

H. Insurance

1. Insurance Coverage Defined

For the period July 1, 1998, through June 30, 2000, the Board of Education shall pay, per month, 93% of the premium for all members of the bargaining unit, with part-time employees pro-rated; for the following:

Part A - MESSA Pak:

Super Med I - with MESSA Care Rider
Delta Dental - 80/60/80:\$800
Negotiated Life - \$15,000 AD & D
Vision Care Plan - VSP-2
LTD (Long Term Disability) 60%

OR

Part B - MESSA PAK: (100%)

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

In addition, the Board agrees to pay members choosing Part B, \$75.00 per month through the implementation and administration of a 125 cafeteria plan.

3. **Delinquent Payments**

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

4. **Terms of Coverage**

The term of coverage for this insurance benefit shall be from the date an employee begins work, and indicating his/her preferred insurance coverage, until his/her employment in the school system is terminated.

5. **Grievance Procedure**

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

ARTICLE 14

LEAVES

A. Paid Leave

1. Sick Leave Defined

Each employee shall be entitled to ten (10) days of sick leave per year without the loss of pay or benefits. Sick leave shall be interpreted to mean personal illness, quarantine at home, physical disability of the employee or serious illness or death in the immediate family or household.

a. Accumulation of Sick Leave Days

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

b. Sick Leave - Annual Statement

Each year, prior to September 20, sick leave statements showing the sick leave days accumulated as of the first day of the fiscal year shall be distributed to each employee. The total number of sick leave days accumulated shall include ten (10) sick leave days for the current year.

c. Family Illness or Death

Each employee shall be entitled to up to five (5) days of absence per year without the loss of pay or benefits for emergency illness or death in his/her immediate family. The immediate family for purposes of this Article shall include spouse, children, parents, brothers, sisters, grandparents, step-parents, parents-in-law, step-children, grandchildren, daughter-in-law, son-in-law, aunts, uncles and legal guardians.

Days of absence not used for emergency illness or death in the immediate family in any year shall not be cumulative. Employees shall furnish the Board, upon request, with the proper proof of family illness or family relationship. The use of days of absence and taking pay for such absences under false representation shall constitute misconduct.

d. Doctor and Dental Appointments

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

e. Communicable Diseases

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

f. Workers Compensation

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

g. Intended Purpose

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

h. Redemption of Accumulated Sick Leave

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

Example 1:

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

Example 2:

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

2. Personal Leave

a. Personal Leave Defined

Each employee shall be entitled to one (1) day of personal leave per year without loss of pay or benefits. Each employee who has completed twenty (20) or more years of continuous service in the Fennville Public Schools, shall be entitled to two (2) days of personal leave per year without loss of pay or benefits. Written application for personal leave shall be made to the building principal as early as possible in advance of said leave and, except in emergency situations, shall be at least two (2) days prior to the day of the leave. Personal leave shall be used only for the purpose of handling emergency or personal affairs which cannot reasonably be taken care of on the weekend, after school hours, or be delayed until a non-working weekday. Personal leave may not be used in an additional occupation. Employees are expected to use personal leave in the spirit in which these days were provided.

b. Personal Leave - Regulations

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

c. Leaves Per Building

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

d. **Unused Personal Leave Days**

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

3. **Jury Duty**

Employees summoned to Jury Duty during hours they are scheduled to work, shall receive full salary during the time they are on Jury Duty provided the employee pays the district the fees received for performing Jury Duty services. Jury Duty fees shall not include travel allowances or reimbursement for expenses paid to the employee by the Courts. The Board of Education reserves the right to have the employee excused from Jury Duty and the Association agrees to assist the Board in this effort if requested.

4. **Staff Development**

a. **Professional Conferences**

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

b. **Fees and Expenditures**

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

c. **Written Application**

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

5. Association Leave

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

B. Sabbatical Leave

1. Sabbatical Leave Defined

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

2. Application and Program of Study

a. Application

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

b. Program of Study

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

3. **Salary and Benefits**

a. **Salary**

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

b. **Insurance**

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

4. **Return to Same Position**

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

5. **Seniority**

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

6. **Sick Leave Does Not Accrue**

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

7. **Number of Leaves**

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

8. **Seniority Factor as the Tie Breaker**

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

9. **One Year Commitment**

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

C. **Unpaid Leaves**

1. **Unpaid Disability Leave**

A tenured employee who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness but not to exceed one year. Renewal of such leave due to a continuation of the same illness shall be left to the discretion of the Board of Education. A request for such leave must be in writing prior to the depletion of the accumulated sick leave. Upon return from such leave, a Doctor's release shall be required by the Board of Education, and the employee shall be placed on that step of the salary schedule, on which he or she was located at the time the leave was granted.

2. **Family and Medical Leave**

Eligible employees shall be granted unpaid leave to the extent required under the provisions of the Family and Medical Leave Act for the purposes and subject to all of the terms and conditions of that Act and its implementing regulations. Any leave, which is otherwise available under the provisions of this Agreement for the same purposes for which leave is required to be provided under the Family and Medical Leave Act, shall be used concurrently with the leave provided under the Family and Medical Leave Act and shall be credited toward fulfilling the leave entitlement of an eligible employee under the provisions of the Act to the extent permitted by the Act and its implementing regulations.

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

3. Unpaid Child Care Leave

a. Child Care Leave Defined

The Board shall grant to an employee a child care leave without pay for a period of up to one year, for the purpose of child birth and/or parental care of his/her newborn or newly adopted child.

b. Written Notification

Employees requesting a child care leave shall file a written application with the Superintendent at least sixty (60) calendar days prior to the desired leave date.

c. Return to Same Position

The employee shall be offered the same position or a position of like nature upon return at the beginning of the next semester following the expiration of the leave.

d. Seniority

Seniority shall not accrue during such leave; however, no earned seniority shall be lost.

e. Sick Leave Does Not Accrue

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

f. Salary Schedule Placement

The employee shall be placed on the next step of the salary schedule from which he/she went on leave if he/she has taught at least a full semester immediately prior to the leave date. If the employee has not taught a full semester immediately prior to the leave date, then he/she shall remain on the same schedule step from which she went on leave.

g. Option to Renew Leave

The employee may request a renewal of this leave for an additional one (1) year in writing which may be granted or denied at the discretion of the Board. Conditions of a second year leave will be at the Board's discretion.

4. **Other Unpaid Leaves of Absence**

a. **Other Leaves at Discretion of the Board**

All other leaves of absence will be at the discretion of the Board.

b. **Return to Same Position**

The employee shall be offered the same position or a position of like nature upon return at the beginning of the next semester following expiration of the leave.

c. **Seniority**

Seniority shall not accrue during such leave; however, no earned seniority shall be lost.

d. **Sick Leave Does Not Accrue**

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

e. **Insurance**

The employee receiving such other leave may elect to continue insurance benefits at the group rate at his/her own expense during the approved leave.

f. **Salary Schedule Placement**

The employee shall be placed on the next step of the salary schedule from which he/she went on leave if he/she has taught at least a full semester immediately prior to the leave date. If the employee has not taught a full semester immediately prior to the leave date, then she/she shall remain on the salary schedule step from which he/she went on leave.

5. **Military Service Re-Employment Rights**

The re-employment rights of employees who enter the Armed Services of the United States will be determined by applicable laws. Upon immediate return to the School, an employee will be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.

6. General Conditions Applicable to Appropriate Article 13 Leaves

a. Waiver of Advanced Notice

The Board may waive the 90 calendar-day or 60 calendar-day advance application requirement if circumstances are such that the

b. Death or Injury

The employer shall not be held liable for death or injuries sustained by a bargaining unit member while that person is on any type of leave described in this Article.

c. Falsification of Reason for Leave

Any employee who willfully falsified his/her reason for a leave of absence shall be considered to have breached this Contract. The Association recognizes the seriousness of this action on the part of the employee. The Board agrees that all such cases will be handled in accordance with procedures specified in the Michigan Tenure Act. This action of the Board shall not be grievable.

D. Physical and Mental Examinations

1. Statement Of Fitness Request

To the extent permitted by applicable law, an employee may be examined, upon request of the Board, at the Board's expense, by a physician of his/her personal choice and/or a physician of the Board's choice. A statement of fitness for duties assigned shall be filed with the Superintendent within thirty (30) days after completion of the examination. Any final decision regarding the fitness of the employee shall not be made until the Superintendent, the examining physicians, and the employee concerned confer relative to the physical or mental condition(s) in question.

2. Extended Illness

Any employee absent because of an extended or serious illness shall furnish the Superintendent, prior to his/her return to service, a statement from a licensed physician indicating that his/her health is satisfactory for return to his/her teaching duties.

ARTICLE 15

TERM OF AGREEMENT

A. No Strike Clause

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

B. Contract Supersedes Prior Agreement

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

C. Complete Commitments

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

D. Amendments To Agreement

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

E. Remaining Provisions Not Affected

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

F. Duration of Agreement

This Agreement shall become effective on July 1, 1998, and shall continue in effect until June 30, 2000. This Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties or is replaced by a successor agreement.

G. Execution of Agreement


In witness whereof, the parties hereto have executed the Agreement this 28th day of August, 1998.

H. Contract Administration

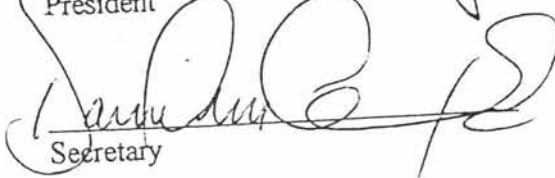
In order to foster and develop better communications between the parties during the term of this collective bargaining agreement, the President of the Association and the Superintendent shall meet by mutual agreement to discuss difficulties in contract administration and any concerns about operations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

FENNVILLE PUBLIC SCHOOLS
ALLEGAN COUNTY MICHIGAN
BOARD OF EDUCATION

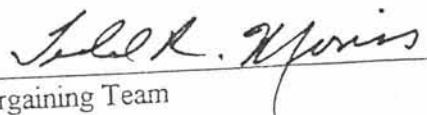
By



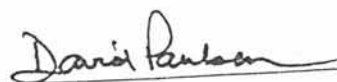
President



Secretary



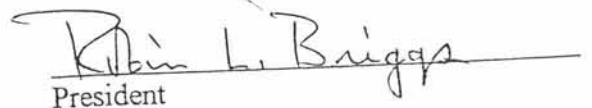
Bargaining Team




Bargaining Team

FENNVILLE EDUCATION
ASSOCIATION

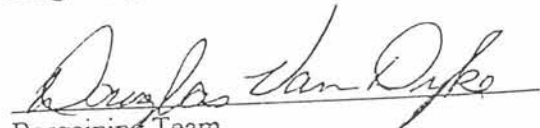
By




President



Bargaining Team



Bargaining Team



Bargaining Team

FENNVILLE PUBLIC SCHOOLS
1998-1999 SCHOOL CALENDAR

August	20	Orientation Day for New Staff Members
	21,24	Orientation Days
	25	First Day of School for Students
September	4,7	Labor Day-Four Day Holiday Weekend - No School
	14	Open House High School; - 6:00 - 8:00 p.m.
	21	Open House - Grades K - 7 - 6:00 - 8:00 p.m.
October	9	End First Marking Period
	16	Report Cards Issued
	22	Parent - Teacher Conferences, 5:00 - 8:00 p.m.
	23	Parent - Teacher Conferences, 9:00 - 12:00 a.m.
	23	Vacation Day (No school for students) ; Staff - p.m.
November	6	No School - Students
	25	End Second Marking Period
	25	Thanksgiving Recess begins at 11:00 a.m.
	26,27	Thanksgiving Recess
December	4	Report Cards Issued
	21-31	Christmas Break - No School
January	1	New Years Day Observed - Legal Holiday - No School
	4	Return from Christmas Recess
	22	End Third Marking Period
	22	End of First Semester
	22	Students Attend Morning Session Only
February	19	No School - Students & Teachers
	22	Snow Make - Up Day
March	12	End Fourth Marking Period
	18	Report Cards Issued
	18	Parent-Teacher Conferences 5:00-8:00 p.m.
	19	Parent-Teacher Conferences 9:00-12:00
	19	Vacation Day - (No school for students) ; Staff p.m.
April	2	No School
	5-9	Spring Break-No School
	12	Return from Spring Break
	30	End of Fifth Marking Period
May	7	Report Cards Issued
	31	Memorial Day-No School
June	3	Baccalaureate
	6	Commencement
	8	End Sixth Marking Period
	8	End of Second Semester
	8	Last Day of Student Attendance-(1/2 day for students)

FENNVILLE PUBLIC SCHOOLS

SCHEDULE B

SALARY SCHEDULE
1998-1999

STEP	B.A.	M.A.	EDS
0	26121	27614	28746
1	27427	28995	30183
2	28733	30376	31621
3	30039	31756	33058
4	31345	33137	34495
5	32651	34518	35933
6	33957	35899	37370
7	35263	37279	38807
8	36569	38660	40244
9	37875	40041	41682
10	39181	41421	43119
11	40487	42802	44556
12	42054	44459	46281
13	43622	46118	48006
14	45450	48049	50018
15		48877	50880

Salary and calendar for 1999-2000 will be negotiated prior to the beginning of the 1999-2000 school year.

SCHEDULE C

EXTRA DUTY PAY SCHEDULE

1998-2000

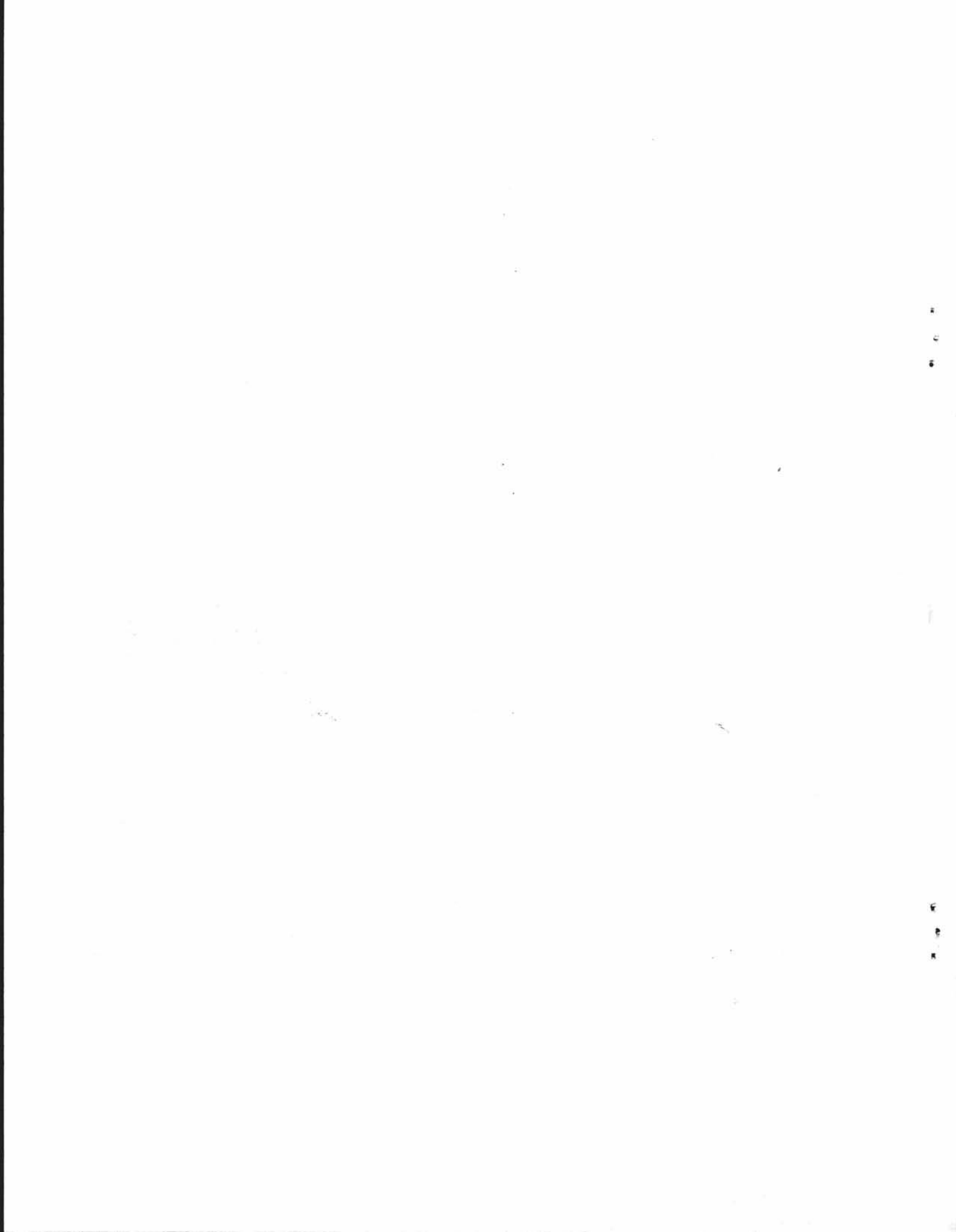
COACHING		1998-99	1999-2000
Category I	Head Coaches - Football, Girls Basketball, Boys Basketball	12.25%	12.5%
Category II	Head Coaches - Volleyball, Wrestling, Cross Country	10.25%	10.5%
Category III	Head Coaches - Boys Track, Girls Track, Baseball & Softball	9.25%	9.5%
Category IV	All Assistant and JV Coaches	8.25%	8.5%
Category V	Cheerleader Coach (Per Season)	7.25%	7.5%
Category VI	Junior High Coaches	4.75%	5.0%
Category VII	Junior High Coaches (Both 7 & 8 same season)	5.25%	5.5%
	Season Site Coordinators	5.25%	5.5%

ACADEMIC ACTIVITIES

	1998-99	1999-2000		1998-99	1999-2000
Student Council (K-2)	2.75%	3.0%	SADD	2.50%	2.75%
Student Council (3-5)	2.75%	3.0%	Department Heads	5.25%	5.5%
Student Council (6-7)	2.75%	3.0%	National Honor Society	2.25%	2.5%
Student Council (8-12)	3.75%	4.0%	Computer Club	2.25%	2.5%
Drama Director (per play)	2.75%	3.0%	Thespians	2.25%	2.5%
Student Leadership Forum	2.25%	2.5%	Ski Club	2.25%	2.5%
Future Farmers of America	7.25%	7.5%	Forensics/Debate	2.25%	2.5%
HERO Team	4.25%	4.5%	Odyssey of the Mind	3.25%	3.5%
Quiz Bowl	2.25%	2.5%	Model United Nations	2.25%	2.5%
Extra Band Duties	10.25%	10.5%	Class Sponsors (11-12)	2.75%	3.0%
Extra Choir Duties	3.75%	4.0%	Class Sponsors (8-10)	2.25%	2.5%
Summer Band	5.25%	5.5%	Extra Art Duties	3.75%	4.0%
Environmental Club	2.25%	2.5%	Conflict Mgr. Coordinator	2.5%	2.75%
Youth in Government	2.25%	2.5%	Friends of the Earth	2.25%	2.5%
Social Worker	2.25%	2.5%	Future Teachers	2.25%	2.5%

Notes:

1. The above percentages apply to the B.A. Level of the Schedule B contract in effect for that year. The first year a coach/sponsor will be placed on Step 0 and with each year of experience in a category/activity the coach will move to the next step to a maximum of Step 5.
2. The presence of an activity on Schedule C does not guarantee that the activity will be offered.
3. All past experience in coaching/activities will be honored for those persons who in the past year were coaching or sponsoring an activity.



FENNVILLE PUBLIC SCHOOLS

SCHEDULE B

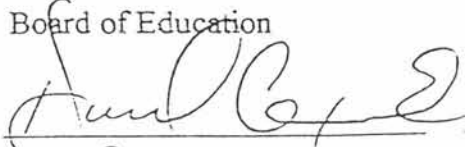
SALARY SCHEDULE

1999-2000

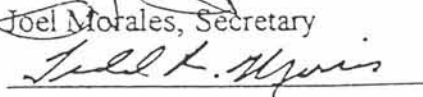
STEP	B.A.	M.A.	EDS
0	26,852	28,387	29,551
1	28,195	29,807	31,028
2	29,538	31,226	32,506
3	30,880	32,645	33,984
4	32,223	34,065	35,461
5	33,565	35,484	36,939
6	34,908	36,903	38,416
7	36,251	38,323	39,894
8	37,593	39,742	41,371
9	38,936	41,161	42,849
10	40,279	42,581	44,326
11	41,621	44,000	45,804
12	43,232	45,703	47,577
13	44,843	47,407	49,350
14	46,723	49,394	51,418
15		50,245	52,305

Fennville Public Schools

Board of Education


Daniel Alexander, President


Joel Morales, Secretary



Tedd R. Morris, Superintendent

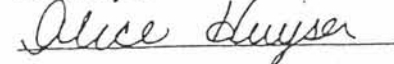
6-8-99

6-8-99

6/9/99

Fennville Education Association


Lois Blink, President


Alice Huyser, Bargaining Team

6-4-99

6-4-99

**LETTER OF UNDERSTANDING
BETWEEN THE FEA
AND THE
FENVILLE PUBLIC SCHOOLS**

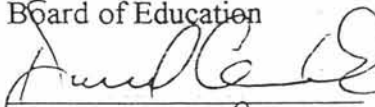
The parties agree to add 10 minutes of instructional time to the student day for the 1999/2000 school year. The student day will be from 8:00 a.m. to 2:45 p.m.; the employee day will be from 7:25 a.m. to 3:00 p.m.

This additional time shall be used for staff development or instruction in 1999/2000. A committee consisting of two curriculum council members, two bargaining unit members, and two administrative appointees shall determine the use of time for 1999/2000 school year.

This group shall recommend to the bargaining committees of the FEA and the Fennville Public Schools how the time can be used to meet the state mandated instructional time (1098 hrs) in the 2000/2001 school year.

Fennville Public Schools
Board of Education

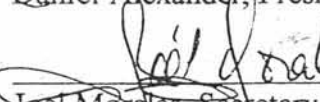
Fennville Education Association


Daniel Alexander, President

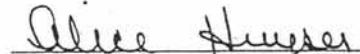
6-8-99


Lois Blink, President

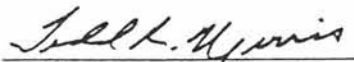
6-4-99


Joel Morales, Secretary

6-8-99


Alice Huyser, Bargaining Team

6-4-99


Tedd R. Morris, Superintendent

6/1/99

FENNVILLE PUBLIC SCHOOLS
1999-2000 CALENDAR

TA
5/19/99
[Handwritten signature]

# of days(students/staff)	date	description
	Aug. 20	New Staff Orientation
	Aug. 23	Staff Development Day
6 / 7	Aug. 24	First day with Students
21 / 21	Sept. 6	No School (Labor Day)
	Oct. 15	No School for Students *Staff Development Day 8 - 2 p.m.
	Oct. 22	End of 1st marking period
20 / 21	Oct. 29	Report Cards go home
	Nov. 4	Full Day of School for Students Parent-Teacher Conferences 5 - 8 p.m.
	Nov. 5	No School for Students Parent-Teacher Conferences 9-12 p.m. Staff OFF in pm
	Nov. 24	Half Day for Students and Staff: dismiss at 11 a.m.**
19 / 20	Nov. 25 & 26	Thanksgiving Break
13 / 13	Dec. 20 - 31	Holiday Break
	Jan. 3	Resume classes
	Jan. 21	End of 1st Semester Half day with Students - dismissed at 11 a.m. Half day Records for Staff 11:30 - 2:30
21 / 21	Jan. 28	Report Cards Go Home
	Feb. 18	No School for Students and Staff
19 / 19	Feb. 21	No School unless a Snow Make Up Day
	Mar. 2	Students All Day Parent-Teacher Conferences 5 - 8 p.m.
	Mar. 3	No School for Students Parent-Teacher Conferences 9-12 p.m. Staff OFF in pm
	Mar. 24	End of 3rd Marking Period
22 / 23	Mar. 31	Report Cards Go Home
	Apr. 3 - 7	Spring Break
	Apr. 21	Good Friday No School for Students and Staff
14 / 14	May 26	No School for Students *Staff Development Day 8 - 2 p.m.
21 / 22	May 29	Memorial Day - No School for Students and Staff
	June 6	Last Day for Students- dismissed at 11 a.m. Records half day 11:30 - 2:30
4 / 4		
180 / 185		

* Staff Development Days may be added or changed with consent from the Association and Administration.

** Open House will be scheduled by each building administrator in agreement with the Association Representative. A member will serve for two (2) hours of service.

