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1997 - 2000

AGREEMENT

Between The

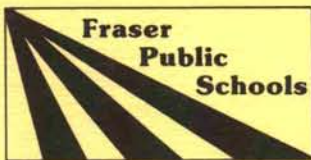
**BOARD OF EDUCATION
OF THE
FRASER PUBLIC SCHOOLS DISTRICT**

and

MEA-NEA, LOCAL 1

Fraser Public Schools

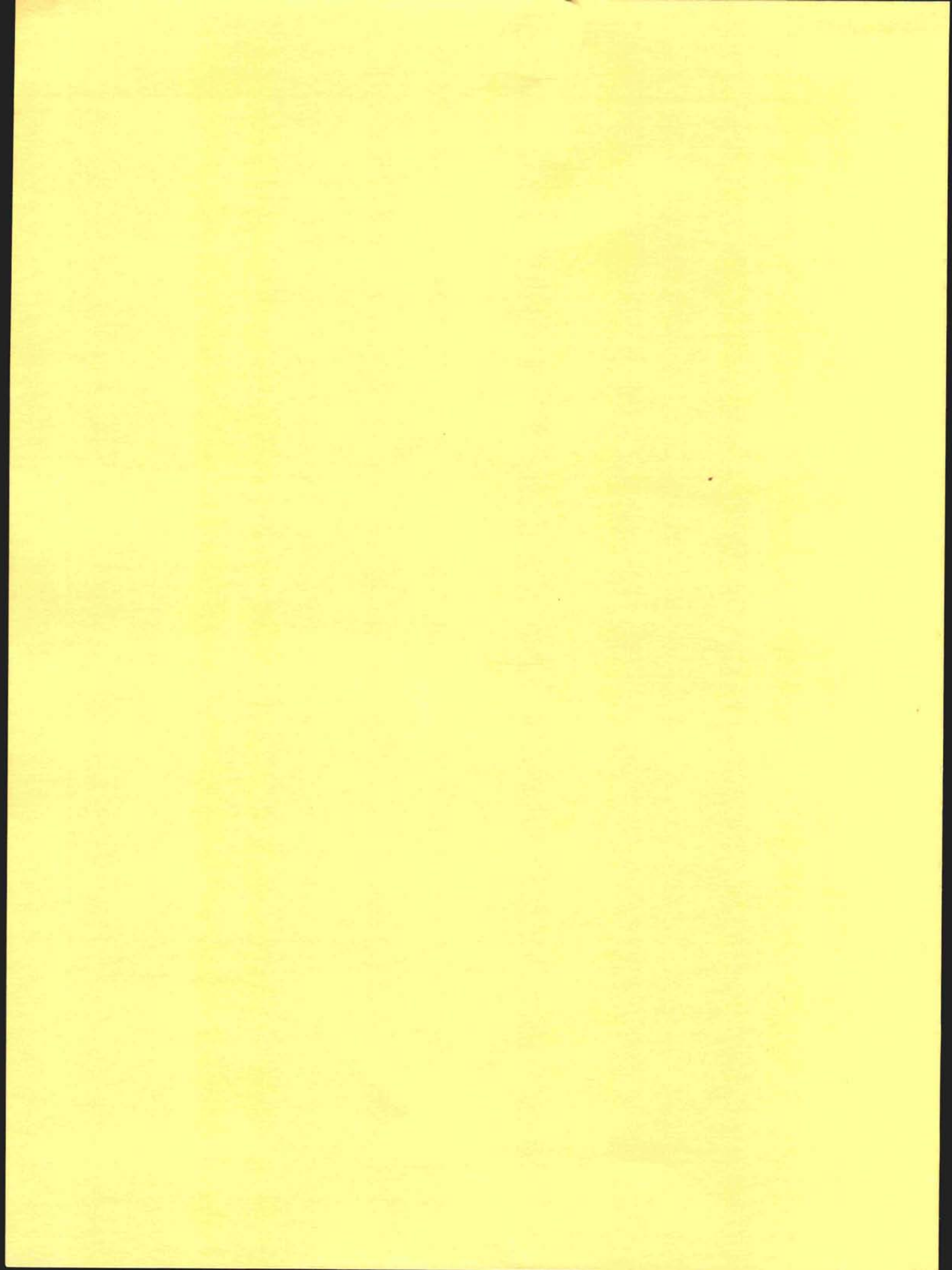
● A CARING DISTRICT ●



● WORKING TOGETHER ●

FRASER PUBLIC SCHOOLS DISTRICT

33466 GARFIELD
FRASER, MICHIGAN 48026-1892



1997 - 2000

A G R E E M E N T

between the

BOARD OF EDUCATION OF THE FRASER PUBLIC SCHOOLS DISTRICT

and

MEA-NEA LOCAL 1

TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE I	2
A. MEA-NEA Local 1 Recognition	2
B. Dues and Financial Responsibility	3
C. Board Powers	4
ARTICLE II - SALARY SCHEDULES	5
ARTICLE III - HOSPITAL, LIFE, INCOME PROTECTION, DENTAL AND VISION INSURANCE	5
A. Hospital and Surgical Insurance	5
B. Life Insurance	5
C. Income Protection Insurance	5
D. Dental Insurance	8
E. Insurance Option	8
F. Vision Insurance	8
G. Continuity of Coverage	8
ARTICLE IV - LEAVES OF ABSENCE	8
A. Personal Leave	8
B. Maternity Leave	10
C. Sabbatical Leave	12
D. Professional Leave	13
E. Other Leaves	14
F. Officer's Leave of Absence	15
G. Accrual of Seniority on Leaves of Absence	16
H. Jury Duty	16
I. Family and Medical Leave Act	17
ARTICLE V - TEACHER'S SCHOOL DAY	17
Duty-free Lunch	18
Preparation Time	18
Absence and Tardiness	18
Evening Functions	19
IEPC'S	19
Faculty Meetings	19
General	19

ARTICLE VI - VACANCIES, ASSIGNMENTS, REASSIGNMENTS AND TRANSFERS	21
A. Vacancies	21
B. Assignments	22
C. Reassignments	24
D. Transfers	28
E. School Building Closing	28
ARTICLE VII - SENIORITY, LAYOFF AND RECALL	29
A. Seniority	29
B. Layoff	30
C. Recall	34
ARTICLE VIII - GRIEVANCE PROCEDURE	37
A. Definition	37
B. Procedure	37
C. Arbitration	39
D. General	40
ARTICLE IX - RESIGNATION, RETIREMENT AND OTHER TERMINATION ..	42
RESIGNATION	42
Retirement or Death	43
ARTICLE X - MISCELLANEOUS PROVISIONS	44
A. School Calendars	44
B. Building Use	44
C. Mailboxes	44
D. Information Exchange	45
E. Personnel Files	45
F. Teacher Evaluation	45
G. Local 1 Release Time	48
H. Class Size	48
I. Monthly Meetings	51
J. Letters of Intent	51
K. Elementary Camping Program	51
L. Curriculum Review Committee	51
M. Just Cause	53
N. Teacher Responsibility	53
O. Department Heads	53
P. Student Discipline	54
Q. National Health Insurance and Wage And Price Control Reopening Clause	54
R. Voluntary Consolidation	54

S.	Student Teacher Placement	55
T.	School Closing	55
U.	Traveling Teachers	55
V.	Communicable Diseases	56
W.	District-Wide School Improvement Committee	56
X.	Site-based Decision Making	57
Y.	Special Education	57
Z.	District-Wide Committees	58
AA.	Secondary Restructuring	58
BB.	Staffings - Educational Concerns	58
CC.	Public School Academy	59
DD.	Special Education Waivers	59
ARTICLE XI - STATEMENT ON ACADEMIC FREEDOM		60
ARTICLE XII - GENERAL PROVISIONS		61
ARTICLE XIII - DURATION OF AGREEMENT		62
	Signatory Clause	62
	Exhibit A	
	1997-98 Salary Schedule	A-1
	1998-99 Salary Schedule	A-2
	1999-00 Salary Schedule	A-3
	Cost-of-Living Adjustment (C.O.L.A.)	A-4
	Board Paid Retirement	A-6
	Longevity	A-7
	Salary Placement	A-7
	Experience	A-7
	Bachelors	A-8
	Masters or Equivalent	A-8
	Masters + 15 Hours	A-9
	Masters + 30 Hours	A-9
	Doctorate	A-10
	General	A-10
	Proration of Salary and Benefits	
	for Part-Time Bargaining Unit Members	A-10
	Extracurricular Salary Schedule	A-11
	Athletic Assignments	A-11
	Subject-matter Related Assignments	A-13
	Summer School	A-15
	Adult Education Pay	A-15
	Continuing Education Pay	A-15
	Optional Pay Privilege	A-16

Special Education	A-16
Additional Class Assignments	A-16
Driver Education	A-16
Professional Growth Committee	A-17
New Teacher Mentors	A-17
Exhibit B	
Shared-Time Memorandum of Understanding	B-2
Letter of Intent - In-House Suspension Program	B-3
Letter of Intent - Jury Duty	B-4
Letter of Intent - Article III, Hospital, Life, Income Protection, Dental and Vision Insurance	B-5
Letter of Understanding	B-6
Letter of Intent	B-7
Letter of Understanding	B-8
Letter of Understanding - Teaching Assignments	B-9
Letter of Understanding	B-10
Letter of Intent	B-11

1997 - 2000 AGREEMENT
between the
BOARD OF EDUCATION OF THE
FRASER PUBLIC SCHOOLS DISTRICT
and
MEA-NEA LOCAL 1

THIS AGREEMENT, entered into this 1st day of September, 1997, by and between the Board of Education of the Fraser Public Schools District, Macomb County, Michigan, hereinafter called the "BOARD," and MEA-NEA Local 1, hereinafter called "LOCAL 1."

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

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

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

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

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

ARTICLE I

A. MEA-NEA LOCAL 1 RECOGNITION - The Board recognizes Local 1 as the exclusive bargaining representative of all certified teaching personnel under contract and all school social workers (hereinafter referred to as "teacher" or "teachers") excluding the Superintendent, Assistant Superintendent, Business Manager, Director of Personnel, Director of Elementary Education, Teaching Principals, Principals, Assistant Principals, Executive Director of Student Services, Director of Athletics, Director of Continuing Education, Director of Vocational Education and Secondary Student Services, Coordinator of School and Community Resources, and substitute teachers.

The Board agrees it shall be unlawful for it:

- (a) to interfere with, restrain or coerce teachers in the exercise of their rights to organize together or to form, join or assist in labor organizations, to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection, or to negotiate with the Board, through representatives of their own free choice;
- (b) to initiate, create, dominate, contribute to or interfere with the formation or administration of any labor organization;
- (c) to discriminate in regard to hire, terms or other conditions of employment in order to encourage or discourage membership in a labor organization;
- (d) to discriminate against a teacher because he has given testimony or instituted proceedings under Act 336, Public Acts of 1947, as amended; or

(e) to refuse to bargain collectively with the exclusive bargaining representatives of the teachers in respect to rates of pay, wages, hours of employment or other conditions of employment. The Board further agrees that for the purposes of this section, to bargain collectively is the performance of the mutual obligation of the Board and Local 1 to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

B. DUES AND FINANCIAL RESPONSIBILITY - It is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements. To this end, all teachers shall, as a condition of continued employment, execute an authorization for the deduction of Local 1 dues or for deduction of a sum equivalent to Local 1 dues as a service fee. The Board will deduct from the pay of each teacher from whom it receives an authorization the required amount of dues or service fees. Said deductions shall be made starting with the second (2nd) paycheck of the year and shall continue to be made from the next ten (10) consecutive paychecks.

Sums deducted as dues shall be forwarded to the Local 1 Treasurer within fifteen (15) days after their deduction.

This service shall not be provided by the Board to any other teacher organization.

Local 1 shall notify the Board prior to September 1 of the full amount of dues and service fees to be deducted from the pay of each teacher for the year. The payroll deduction for dues may be increased one (1) additional time during the school year after that date upon thirty (30) days advance written notice to the Board.

In the event that a teacher does not sign an authorization or make other arrangements with Local 1 to pay the required fees following the commencement of employment, the Board agrees that the services of such teacher shall be discontinued.

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

D. Local 1 agrees that it shall not strike, as defined in Section 1, Act 336, Public Acts of Michigan, 1947, as amended, which reads as follows:

". . . the word 'strike' shall mean the concerted **failure** to report for duty, the willful absence from one's position, the **stoppage** of work or the abstinence in whole or in part from the **full**, faithful and proper performance of the duties of employment, for **the** purpose of inducing, influencing or coercing a change in the **conditions**, or compensation, or the rights, privileges, or obligations of employment."

ARTICLE II

SALARY SCHEDULES

The Salary Schedules beginning on Page A-1 attached hereto as Exhibit A and made a part hereof, shall be in effect during the 1997-2000 school years.

ARTICLE III

HOSPITAL, LIFE, INCOME PROTECTION,
DENTAL AND VISION INSURANCE

A. HOSPITAL AND SURGICAL INSURANCE - All teachers covered by this Agreement shall be eligible to receive hospital and surgical insurance benefits for themselves and their dependents on a non-participation basis as set forth in the cafeteria plan. The Board shall pay the full cost of such coverage.

New group members shall be eligible for coverage from September 1.

The Board agrees to present a list of the subscribers to the hospital and surgical insurance program, upon request, to Local 1.

B. LIFE INSURANCE - The Board agrees to pay the full costs of an accidental death and dismemberment group life insurance policy in the face amount of Fifty Thousand (\$50,000.00) Dollars per teacher, subject to the terms of the policy. The increased amount of life insurance shall be effective within thirty (30) days following ratification by the Board.

C. INCOME PROTECTION INSURANCE - The Board agrees to pay the full costs of a group Long-Term Income Protection Plan which pays 66 2/3 percent of an

employee's pay (the monthly cumulative max. cap shall be Three Thousand [\$3,000.00] Dollars per month) after one hundred eighty (180) days of disability to age sixty-five (65), subject to the terms of the policy. The change in the cumulative max. cap shall be effective within thirty (30) days following ratification by the Board.

Any teacher who has exhausted his accumulated bank of leave days and has been ill for thirty (30) or more consecutive days, and who otherwise qualifies under the Long-Term Income Protection Plan as above provided, shall be eligible to receive the difference between the substitute's daily rate¹ and his normal daily rate² for each workday³ he is absent during the term of this Agreement, subject to the following provisions:

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

¹ The substitute's daily rate shall be defined to mean the **substitutes's** daily rate as determined by the Board of Education. After sixty (60) consecutive workdays that a teacher has been absent due to illness, the substitute's daily rate for purposes of this provision shall be based upon the B.A. minimum salary as determined from the Salary Schedule then in effect.

² The daily rate shall be the sum of money computed by **dividing** a teacher's total salary (as determined from Exhibit A) by the total number of workdays.

³ Workday is defined as any day during which a teacher **would** have been assigned to work in accordance with the School Calendar.

(b) A teacher's eligibility to receive the above pay differential shall exist and be limited to between the 30th day and the 180th day of illness, excluding summer vacation when school is not in session. The payment of the above pay differential to eligible teachers shall terminate on the 180th day from the date the teacher first became ill or disabled. The differential shall only be paid for workdays occurring between the said 30th day and the 180th day of illness or disability.

(c) Teachers requesting the above pay differential shall submit a doctor's statement explaining the nature of the illness or disability and stating, further, the recovery prognosis. The Board may request such additional doctors' statements as are necessary to verify the status of the teacher's illness and/or disability.

(d) The pay differential shall not apply to teachers who receive medical treatment or have operations which could normally be scheduled when school is not in session.

(e) The Board shall provide Hospital and Surgical Insurance, Life Insurance and Income Protection Insurance in accordance with Article III of the Agreement for teachers who are receiving the above pay differential for the first 180 days of illness and/or disability.

(f) Teachers who receive the above pay differential and who do not return to their teaching positions after 180 days of illness or disability shall apply for a leave of absence for extended illness in accordance with Article IV, Section E.

D. DENTAL INSURANCE - The Board agrees to pay the full costs of a Group Dental Insurance Plan for all teachers. The Dental Insurance Plan shall be the Delta Plan A coverage with Orthodontic Rider 0-6 or its equivalent.

E. INSURANCE OPTION - Under the cafeteria plan, teachers may elect not to receive hospitalization and surgical insurance benefits, and instead receive either:

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

(b) One Thousand (\$1,000.00) Dollars cash less the cost of enhanced vision insurance coverage (i.e, VSP III or its equivalent).

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

F. VISION INSURANCE - The Board agrees to pay the full cost of a group vision insurance plan for all teachers. The group vision plan shall be the MESSA VSP-I or its equivalent, subject to the terms of the policy.

G. CONTINUITY OF COVERAGE - The Board's insurance contributions shall begin in September of each year and continue for twelve (12) full months, except as otherwise provided herein.

ARTICLE IV

LEAVES OF ABSENCE

A. PERSONAL LEAVE - Each teacher shall be entitled to a total of twelve (12) personal leave days with full pay per school year to be used for reasons of illness or

personal business. Leave days shall be earned and in all cases where a teacher leaves or terminates his service to the School District, his leave days for the year shall be prorated to his service. Any unused leave days shall be accumulated in a bank which in no event shall exceed one hundred twenty (120) days. Personal leave shall not be used for periods of tardiness. The day immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal leave day, except in a case of emergency or personal illness. Suspected abuse of personal leave shall be reported by the Superintendent of Schools to Local 1 for investigation within five (5) days of discovery of the suspected abuse, and Local 1 shall report its findings and recommendation in writing to the Superintendent.

Advance notice of the necessity for such leave shall be given to the office of the Board as early as possible.

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

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

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

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

B. MATERNITY LEAVE - Maternity leave shall be granted without pay or benefits, except as otherwise provided herein, for a period not to exceed one (1) year, to any teacher upon evidence of pregnancy. Any time between the expiration of the leave of absence and reinstatement in accordance with this provision shall be deemed to be an extension of the maternity leave of absence. The following provisions shall apply to a maternity leave of absence:

1. Application and Physicians' Statements: A written application for maternity leave shall be made by any teacher who is pregnant and desires a maternity leave to the Board not later than the end of the fifth month of pregnancy and must be accompanied by a physician's written statement indicating the anticipated date of delivery and the teacher's ability to perform classroom duties. The application shall also contain the date on which the maternity leave is to commence (whenever possible, the commencement date shall coincide with a natural break during the school year, such as the end of a card marking period and/or the end of a semester). In the event a teacher is unable to perform her classroom duties at any time prior to the commencement of the maternity leave, said maternity leave shall

commence at that time. The Board may request such additional physicians' statements as are necessary to assure the Board of the teacher's ability to perform her classroom duties.

2. Benefits: During the period of medical disability caused by the pregnancy and/or childbirth, a teacher on maternity leave shall be entitled to use her accumulated leave days (excluding the summer months when school is not in session) and shall be eligible for the benefits set forth in Article III of this Agreement, provided such teacher has submitted a physician's statement setting forth the date of delivery and the period of medical disability following delivery within forty-five (45) days following delivery, except in emergencies. At the conclusion of the period of medical disability caused by the pregnancy and/or childbirth, all benefits under the terms of this Agreement, including the use of accumulated leave days, shall be suspended for the remaining portion of the maternity leave. The teacher shall submit additional physician's statements upon the request of the Board. In addition, the teacher may be examined by a licensed and qualified physician selected by the Board and at the expense of the Board. For purposes of this provision, medical disability caused by pregnancy and/or childbirth shall mean the inability and incapacity of the teacher to perform her job and work related duties due to the pregnancy and/or childbirth related medical disability.

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

4. Adoption: Any teacher who furnishes satisfactory evidence of pending adoption proceedings and who applies in writing to the Board not less than sixty (60) days prior to the requested leave shall be granted a maternity leave for a period not to exceed one (1) year without pay and/or benefits provided in this Agreement. Reinstatement shall be in accordance with this provision.

5. Reinstatement: Reinstatement of teachers returning from maternity leave will be for the month of September following the end of their leave. Written notification of intent to return to the system shall be made to the Superintendent by such teacher prior to March 15 in order to be reinstated the following September.

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

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

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

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

Any person granted a sabbatical leave shall receive one-half ($\frac{1}{2}$) of his or her salary, full contractual benefits for the period of the leave and, upon return from a sabbatical leave, shall be restored to the teacher position or to a position of like nature, seniority, status and pay as formerly held.

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

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

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

E. OTHER LEAVES - Other leaves of absence may be granted to any teacher by the Board for the following reasons, including, but not limited to: extended illness, family problems, military service, professional improvement, child rearing and career options.

An "Other Leaves Committee" shall be established to review requests for such leaves; the Committee shall be comprised of two (2) members selected by Local 1 and two (2) members selected by the Board.

All requests for these leaves shall be in writing, shall contain the reasons, purpose and plan for the leave, and shall be submitted to the Committee before April 1 preceding the school year in which the leave is requested to commence, except in emergencies. Additional information shall be furnished to the Committee upon request. The Committee shall make recommendations to the Board no later than April 15, except in emergencies. The Board shall notify the applicant in writing of its decision, except in emergencies, no later than fourteen (14) days after the first regularly scheduled Board Meeting after April 15.

Any benefits under the provisions of this Agreement which would otherwise accrue to a teacher granted such leave shall be suspended during the leave of absence. Notwithstanding the foregoing, any teacher who has been granted a leave of absence for professional improvement for the purpose of participating in a curriculum development program approved by the Administration shall be entitled to a salary increment for the period of the leave.

Leaves for professional improvement may be requested only by teachers who have been employed by the Board for three (3) or more consecutive years, and the leave may only be requested for one (1) year or less. A teacher who does not fulfill the program as presented to the Board shall not accrue seniority during the leave.

Leaves granted for the purpose of exploring other career options outside the District may not exceed one (1) school year.

Teachers returning from an other leave of absence (except a leave of absence for extended illness) shall be reinstated to a position for which they are certified and qualified, provided they have filed written notice of intent to return on or before March 15 preceding the teacher's anticipated return.

Reinstatement of teachers returning from a leave of absence for extended illness will be for the month of September following the end of their leave. Written notification of intent to return to the District, accompanied with a physician's written approval, shall be made to the Superintendent by such teacher prior to March 15, except in emergencies, in order to be reinstated the following September. Notwithstanding the foregoing, in the event such a teacher has a physician's written approval to return to the District prior to the above reinstatement date, he/she shall be reinstated to the first vacancy for which he/she is certified and qualified. If such a vacancy is not available, the teacher shall be placed on the substitute list until the reinstatement date of September 1.

F. OFFICER'S LEAVE OF ABSENCE - A leave of absence without pay and without benefits shall be granted by the Board to any teacher upon written request for

a period not to exceed two (2) years for the purpose of serving in the following offices: President, MEA/NEA Local 1; State President of MEA; and State Vice-President of MEA. The teacher shall accrue seniority during the leave of absence. Reinstatement of a teacher or teachers returning from such leave of absence shall be for the month of September following the end of their leave and shall be subject to applicable provisions of the Collective Bargaining Agreement.

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

H. JURY DUTY - In the event a teacher is called to serve on jury duty during the school year when school is in session, the teacher shall cooperate with the school administration in an effort to be excused or released from jury duty. If the teacher is unable to be excused or released from jury duty, the teacher shall be paid the difference between jury duty pay and the teacher's daily rate for each teacher workday that the teacher serves on jury duty. (To facilitate payment, the teacher shall endorse his/her jury duty pay check to the School District and shall receive his/her regular pay.)

I. FAMILY AND MEDICAL LEAVE ACT - The Board will grant up to twelve (12) weeks of family medical leave during any twelve (12) month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA). Fraser Public Schools will measure the twelve (12) month period forward from the date an employee's first FMLA leave begins. For example, if an employee used four weeks of FMLA leave beginning March 1, 1996, and eight beginning September 1, 1996, the employee would not be entitled to any additional FMLA leave until March 1, 1997. On March 1, 1997, the employee would be entitled to another 12 weeks of FMLA leave.

All requests for such leave will be made to the Director of Personnel. When the need is foreseeable, notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days notice, the employee must give as much notice as is practicable.

Proper certification of the reason for the leave must be provided. An employee may be required to use all available personal leave time for all or part of the duration of the FMLA leave, with any balance of time being without pay. At the end of the FMLA leave, the employee will be returned to his/her position held prior to the leave, subject to the layoff provision, Article VII.

ARTICLE V

TEACHER'S SCHOOL DAY

The teacher's school day shall not exceed seven and one-quarter (7-1/4) consecutive hours. The teacher's school day shall start at the time the teacher is required to

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

DUTY-FREE LUNCH - All teachers shall have not less than thirty (30) consecutive minutes for a duty-free lunch period. In no event, however, shall any school be unattended at any time during the day.

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

ABSENCE AND TARDINESS - Any teacher who is tardy three (3) or more times in any semester or any teacher who shall fail to notify the office of the Board to request a substitute at least sixty (60) minutes prior to his respective starting time shall be docked

\$17.50 per hour for the 1997-2000 school years for each assigned class period or fraction thereof.

EVENING FUNCTIONS - Teachers shall not be required to attend and participate in more than three (3) building-wide evening functions per school year unless compensatory time is provided. This provision shall not apply to teachers who receive compensation for athletic assignments and/or subject-matter related assignments. In each building, the building principal and a committee of three (3) teachers shall meet to discuss and to plan the type of building-wide evening functions to be scheduled during the school year.

IEPC'S - Classroom teachers may be required to attend IEPC's or staffings that are scheduled or run outside of the normal teacher work day. If this occurs more than two (2) times in a school year, the district shall reimburse the teacher at the rate of \$17.50 per hour for time spent in IEPC's and staffings that run outside of the normal teacher work day thereafter.

FACULTY MEETINGS - One (1) faculty meeting may be held each month not to exceed forty (40) minutes or two (2) meetings not to exceed a total of forty (40) minutes each month. (Example: Meeting 1 = 15 minutes and meeting 2 = 25 minutes for a total of 40 minutes each month.) Whether faculty meetings are scheduled before or after school will be decided at the building level with the instructional staff.

GENERAL - Any regular teacher under contract who substitutes for another regular teacher under this contract shall be paid at the rate of \$17.50 per hour for the 1997-2000 school years, in addition to his/her regular pay. In the event the regular teacher who is substituting for another regular teacher is required to substitute for less than the full

class (excepting absent students) of the absent regular teacher, such regular teacher shall be paid at the rate of Five (\$5.00) Dollars per hour in addition to his/her regular pay. This provision shall not apply when students are temporarily placed in another teacher's class as a result of the camping program or similar activities.

Teachers shall receive compensatory time off for district scheduled parent-teacher conferences held outside the teacher's school day. Arrangements for compensatory time must be made with the school principal.

The parties agree that in the 1997-2000 school years, the school day for all secondary teachers will not exceed five (5) teaching periods.

A twenty-four (24) minute afternoon recess for grades 1-6 will be optional at the discretion of individual teachers in each elementary building. Supervision of recess may be shared by teachers in each elementary building. If a change in the instruction time of art, physical education or vocal music is necessary and one or more of these programs must be cut or reduced, then a thirty (30) minute recess shall be restored, fifteen (15) minutes of which shall be optional at the individual teacher's discretion. Instruction times are as follows:

ART

40 minutes for grades K through 6

PHYSICAL EDUCATION

40 minutes for grades K through 6

VOCAL MUSIC

40 minutes for grades K through 6

H.E.A.R.T. (Health Education Awareness Resource Teacher)

40 minutes for grades 1 through 6

FOREIGN LANGUAGE

40 minutes for grades 1 through 6

ARTICLE VI

VACANCIES, ASSIGNMENTS, REASSIGNMENTS AND TRANSFERS

A. VACANCIES

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

2. Posting of Notice - The Administration shall post a written notice of all vacancies, as defined above, occurring between the first day of school in September and June 15 in a prominent or mutually agreeable location in each school and the Administration Building. The notice shall include any requirements for application and hiring and, when applicable, all available job descriptions. A copy of the written notice shall be provided to MEA-NEA Local 1 and the District President on or before the date of posting. The District President shall be notified of resignations from teachers occurring between June 15 and the first day of school in September. In addition, teachers who have requested transfers in accordance with Section C shall receive written notice of resignations from

teachers occurring between June 15 and the first day of school in September, provided that their transfer request pertains to the type of position vacated as a result of the resignation and provided that they have advised the Personnel Office of their desire to be so notified and of an address where the notice may be sent during the summer. Teachers receiving the written notification of resignation shall have ten (10) days from the date of the notice to apply for the position created by the resignation.

3. Filling of Vacancies - No vacancy, as defined above, will be filled within ten (10) calendar days from the date of posting, except in cases of emergency and except for vacancies occurring between June 15 and the first day of school in September, when school is not in session. In filling vacancies, as defined above, the Board shall first consider the applications and qualifications of teachers presently employed by the District.

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

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

B ASSIGNMENTS

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

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

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

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

representative attend the meeting held for the purpose of discussing changes in the teacher's tentative assignment.

C. REASSIGNMENTS

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

2. Procedure:

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

(1) Elementary (K-6) - In the event of reassignments, the lowest seniority teacher or teachers in the grade level/levels or subject-matter areas⁴ being reduced shall be reassigned, provided they are certified and qualified (as defined in Article VII and, where applicable, appropriate majors or minors required for special areas) for the position to which they are being reassigned.

⁴ Special area teachers who are being considered for reassignment shall first have the option of being assigned to a position in another special area (K-6) for which they have seniority, certification and qualifications required for such special area. Qualifications for special education and special area positions shall be deemed to include applicable state and federal requirements for such positions.

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

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

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

c. Teacher Notification - After the above meeting, affected teachers shall be notified of their reassignments at least ten (10) days prior to the end of the school year, whenever possible, and shall, at their option, be entitled to meet with the Director of Personnel or his/her designee and a Local 1 representative for the purpose of discussing the reason or reasons for the reassignment. In lieu of this meeting, the teacher, upon request, shall receive a written reply of the reason or reasons for the reassignment.

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

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

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

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

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

3. Return Option - Teachers who have been reassigned from one building to another building or from one full department to another full department shall have the option of returning to their former position if it becomes vacant between June 15 and September 15 within the following five (5) years and would not otherwise deprive a teacher

on the recall list of a position. Prior to the end of the school year, reassigned teachers who desire to be eligible for the above return option shall advise the office of the Director of Personnel of an address where they may be reached during the above period. Upon written notification of the availability of their former position, such reassigned teachers shall have ten (10) days to notify the office of the Director of Personnel that they desire to return to their former positions. In addition, teachers⁵ who have been reassigned from one building to another building or from one full department to another full department shall have the option, except in extenuating circumstances,⁶ of returning to their former position if it becomes vacant during the school year between September 15 and April 1 within the following five (5) years and would not otherwise deprive a teacher on the recall list of a position. (For example, in the 1993-94 school year, return option will not be available for any former position held prior to the 1988-89 school year). If a teacher exercises a return option between September 15 and April 1 in any school year, the position which such teacher vacates shall not be subject to this return option on the part of any other secondary teacher. Whenever possible, a return option shall be exercised at a natural break, such as the end of a card marking period and/or the end of a semester.

4. General:

- a. No teacher shall be reassigned unnecessarily.

⁵ This provision shall not apply to elementary teachers (K-6) who have been reassigned from one elementary classroom position to another elementary classroom position.

⁶ In the event of the occurrence of extenuating circumstances, the Board and Local 1 representatives shall meet to discuss and review the extenuating circumstances.

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

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

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

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

2. Selection Meeting - Teachers in a building being closed shall meet on the first Monday in May for the purpose of selecting vacant and **unassigned** positions in Grades K-6 on a seniority basis. Any teacher who is absent may **make** a selection through a designated representative. The above date for the selection meeting may be modified by mutual agreement between the Association and the School District. **This procedure applies**

to teachers in an elementary building being closed who have not been laid off, and all teachers must have appropriate certification for the position selected.

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

ARTICLE VII

SENIORITY, LAYOFF AND RECALL

A. SENIORITY - Teachers shall accrue seniority in the School District from the date the teacher signs an employment contract with the District, except as otherwise provided in this Agreement.⁷ In the event two or more teachers sign contracts on the same date, the time stamped on the contract shall determine seniority for teachers employed after the 1974-1975 school year. Teachers who work part-time or in job-sharing positions shall accrue full seniority.

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

⁷ Accrual of seniority shall be subject to Article IV, Section G, Article VII, Section B(5) and Article VII, Section C.6

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

B. LAYOFF

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

2. Procedure - In the event of a layoff, the order of reduction shall be: first, temporary employees, next, probationary teachers according to qualifications,⁸ certification and seniority in the District, and, next, tenure teachers according to

⁸ A teacher shall be deemed qualified under this Article if he/she has appropriate certification, meets applicable high school North Central Association standards, which shall be deemed to apply to Grades 7 through 12, or Pre-K-6 North Central Association standards for elementary teachers, and has one (1) year of successful teaching experience in the District in the teaching level (for purposes hereof, the following three teaching levels shall be considered as separate entities: Elementary Level [Pre-K-6], Junior High School Level [7-8], Senior High School Level [9-12]) in which the layoff or recall occurs. The above one (1) year provision shall not apply to tenure teachers. Qualifications for special education and special area positions shall be deemed to include applicable state and federal requirements for such positions.

qualifications,⁹ certification and seniority in the District in accordance with the following procedure:

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

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

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

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Same as Footnote 8.

positions so identified. This procedure shall be repeated for each of the teachers who have been ranked in the order of their seniority in accordance with this section.

- d. If no positions exist for teachers who have been ranked and identified under Subparagraph (c) above and no positions are created by effecting a voluntary transfer of a teacher who has submitted a voluntary transfer request prior to April 1, such teacher or teachers shall be laid off.
- e. Any teacher who has been displaced by the above procedures who is one of the low seniority teachers identified in Subparagraph (b) above shall be laid off. If a displaced teacher is not one of the low seniority teachers identified in accordance with Subparagraph (b) above, the procedures set forth in Subparagraphs (c) and (d) above shall be applied to such teacher until the requisite number of layoffs have been effected. Following implementation of the above procedures, teachers for whom there are no positions available shall be laid off.
- f. In the event that the above procedures result in the potential layoff of a teacher who has more seniority than ten (10%) percent of the number of existing teaching staff as determined from the seniority list, but excluding teachers on the recall list from prior

layoffs, the Superintendent or his designee shall make reassignments of teachers according to certification and qualifications¹⁰ if such reassignments will result in the retention of such teacher, subject to certification and qualifications.¹¹ The Superintendent or his designee shall not be required to make reassignments for the retention of any teacher, except as otherwise provided in Subparagraph (c), who does not have more seniority than ten (10%) percent of the existing teaching staff, excluding teachers on the recall list from prior layoffs.

3. Notification - In the event the effective date of a teacher's layoff occurs during the school year when school is in session, the affected teacher shall be provided with written notice of the effective date of his/her layoff at least twenty (20) calendar days prior to the effective date of the layoff.

4. Change in Certification - For purposes of Section B of this Article, teachers who have completed additional credit courses resulting in a change in their certification shall submit verification of such changes to the Director of Personnel on or before February 15 of each school year. Such verification shall consist of the change in endorsement or endorsements from the State Department of Education or a letter from the

¹⁰ Same as Footnote 8.

¹¹ Same as Footnote 8.

college or university in which the additional credits were earned verifying successful completion of the course work and the recommendation for the change in certification, subject to confirmation and acceptance by the State Department of Education.

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

C. RECALL - Any teacher whose services are terminated because of a necessary reduction in personnel shall be appointed to the first vacancy for which the teacher has seniority and is qualified.¹² In order to facilitate the recall of laid-off teachers on the basis of seniority, the Superintendent or his designee shall, whenever possible, reassign teachers whose seniority ranking places them in a group of the lowest seniority teachers equal in number to ten (10%) percent of the existing teaching staff as determined from the seniority list, but excluding teachers on the recall list from prior layoffs, based upon such

¹²

Same as Footnote 8.

teachers' certifications and qualifications.¹³ A recalled teacher must have the appropriate certification and qualifications¹⁴ for the vacancy resulting from the making of such reassignments. In addition, such reassignments of teachers in the above defined group must be to a vacant position and, if no vacant position exists, the Superintendent or his designee shall not be required to make such reassignments except as otherwise provided in this section. Teachers shall be notified of recall by certified letter or telegram, with a copy to Local 1. Within twenty (20) days (during the summer when school is not in session) or within ten (10) days (after September 1, but prior to the end of the school year) from the date the recall notice was mailed or sent to the affected teacher, the teacher shall notify the Board by telegram or certified mail that he/she will return to the District. In the event a teacher is recalled during the school year after September 1, 1985, and the teacher has signed a Teacher's Employment Agreement and is working in a Michigan public school district, the teacher may refuse the recall and still retain eligibility for future recall to a vacancy for which the teacher has seniority and is qualified.¹⁵ A teacher who has refused recall under such circumstances shall not accrue any seniority following the date of refusal but shall retain all accrued seniority earned at the date of refusal, subject to the provisions of the Collective Bargaining Agreement. If such teacher is subsequently recalled to a vacancy and accepts the recall, the teacher shall then accrue seniority in accordance with the applicable

¹³ Same as Footnote 8.

¹⁴ Same as Footnote 8.

¹⁵ Same as Footnote 8.

provisions of the Collective Bargaining Agreement. Except as provided above, teachers who refuse recall and/or who do not notify the Board within the 20-day or the 10-day period, whichever is applicable, shall be deemed to have terminated their employment with the School District and shall be removed from the recall list. A laid-off teacher must notify the Board Office of any changes in his or her address.

In the event a vacancy occurs during the school year which cannot be filled by a laid-off teacher based upon certification and qualifications,¹⁶ the Superintendent or his designee shall make teacher reassignments according to certification and qualifications¹⁷ if the making of such reassignments results in the recall of a laid-off teacher and if the District would have otherwise had to employ a new teacher to fill the vacancy. If the making of such reassignments as provided above will not result in the recall of a laid-off teacher, the vacancy will be filled in accordance with the procedures set forth in Article VI, Section A.

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

¹⁶ Same as Footnote 8.

¹⁷ Same as Footnote 8.

Notwithstanding anything to the contrary, a teacher on layoff for eight (8) consecutive years shall lose his/her seniority and all recall and reemployment rights with the District.

ARTICLE VIII

GRIEVANCE PROCEDURE

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

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

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

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

Any teacher with a problem shall, prior to filing a written grievance, informally discuss the matter directly or accompanied by a Local 1 representative with the

appropriate member of the Administration, who shall be advised by the teacher or the Local 1 representative that the discussion is intended as the preliminary step of the formal Grievance Procedure.

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

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

(1) by a teacher accompanied by a Local 1 representative,

(2) through a Local 1 representative if the teacher so requests,

(3) by a Local 1 representative in the name of Local 1.

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

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

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

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

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

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

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

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

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

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

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

misinterpreted, misapplied or violated; the specific nature of the relief requested, and shall be signed.

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

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

The time limits specified in this procedure may be extended in any specific instance by mutual written agreement. During the summer break period when school is not in session, all grievance procedure time limits which are expressed in terms of school days shall be expressed in terms of weekdays and shall not include Saturdays, Sundays or holidays for purposes of the computation of grievance procedure time limits.

Failure of the Board to report any decision within the specified time limit at any step of the Grievance Procedure shall automatically move the grievance to the next step in the Grievance Procedure.

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

regulation having the force of law, the basis of such complaint/charge or similar matter shall not be the basis of any grievance or be subject to the provisions of this Article, Article VIII, Grievance Procedure. Likewise, any grievance filed pursuant to the provisions of this Article by any teacher, group of teachers and/or Local 1 shall be deemed to be an election of remedies.

ARTICLE IX

RESIGNATION, RETIREMENT AND OTHER TERMINATION

In all cases where a teacher leaves, retires or terminates his service to the School District, any benefits under the provisions of this Agreement which would otherwise accrue, including the total amount of the teacher's pay for the period of service for the year, shall be determined pro rata by the total number of teacher workdays worked to the total number of teacher workdays¹⁸ in the school year.

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

Any teacher who has worked for the District prior to June 30, 1968, and who remains in the employ of the Board for three (3) or more years, and who resigns from employment with the School District during the period of this Agreement shall be paid a sum of money equal to one-half ($\frac{1}{2}$) of his total accumulated personal leave days multiplied by

¹⁸ Workday is defined as any day during which a teacher would have been assigned to work in accordance with the School Calendar.

his current "daily rate"¹⁹; provided, however, that any teacher who shall fail to present his resignation to the Board sixty (60) days before the resignation is to become effective (or who shall fail to return to employment from a maternity leave of absence, sabbatical leave or other leave of absence, and shall fail to present his resignation sixty [60] days prior to the end of the leave), shall automatically forfeit his right to any pay for accumulated leave days.

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

RETIREMENT OR DEATH - Any teacher retiring in accordance with the Michigan Teacher Retirement Act shall be paid a sum of money equal to three-fourths (3/4) of his total accumulated personal leave days multiplied by his current "daily rate."²⁰

In all cases where a teacher's service to the District is terminated by death, his heirs or personal representative shall be paid a sum of money equal to three-fourths (3/4) of his total accumulated personal leave days multiplied by his current "daily rate."²¹

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

¹⁹ The "daily rate" shall be the sum of money computed by dividing a teacher's total salary (as determined from Exhibit A) by the total number of workdays.

²⁰ Same as Footnote 19.

²¹ Same as Footnote 19.

Effective the 1996-97 school year, all sums to be paid under Article IX shall be paid in equal installments over a three (3) year period. If the teacher is purchasing retirement credit within thirty (30) days of his/her retirement date, the teacher may elect to receive the first installment payment in an amount equal to the amount to be paid to MPSERS to purchase such retirement credit. The balance shall be paid in equal installments over the next two (2) years.

ARTICLE X

MISCELLANEOUS PROVISIONS

A. SCHOOL CALENDARS - The Board and Local 1 have approved the School Calendars attached to this Agreement as Exhibit B. In addition to the School Calendar requirements, teachers subject to Section 1526 of the School Code, MCLA 380.1526, shall be required to attend fifteen (15) days of professional development over the three (3) years of their professional development training. It is understood that a portion of the professional development training days shall be scheduled during the regular school year.

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

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

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

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

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

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

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

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

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

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

2. Observation - An observation of a teacher under the term of this provision by the appropriate Administrator shall be for a period of at least one (1) class period or for the duration of a particular teaching or instructional unit. Teachers who are not assigned to a regular classroom shall be evaluated for a reasonable period of time dependent upon the nature of their assignment. Administrators who have not received training in teacher evaluation will not evaluate bargaining unit members.

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

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

5. Evaluation Frequency - Probationary teachers or other probationary bargaining unit members shall be evaluated every year during the probationary period. Every evaluation of a probationary teacher will be accompanied by two (2) observations as provided for in the Michigan Teachers Tenure Act. Tenure teachers and other bargaining unit members shall be evaluated in accordance with this procedure at least once every three (3) years.

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

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

- a. Identity the area that needs improvement.
- b. Provide the employee with appropriate written recommendations for improvement.

c. Develop a fair and workable timeline for improvement. This timeline shall include appropriate follow-up to evaluate the area(s) of concern.

d. Provide a program of assistance that may include materials, resources, consultant services and recommendation(s) of the evaluator.

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

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

When a substitute is required for a Local 1 member or members who use any of the above days beyond twenty (20) days, Local 1 shall reimburse the School District for the cost of such substitute. With the exception of the District President and the District Vice-President of Local 1, the maximum number of days that an individual Local 1 member may be released pursuant to this provision shall be ten (10).

In addition, the District President shall be permitted a total of twenty (20) days of release time upon request. The District President may be provided additional release time upon the approval of the Superintendent or designee. Also, Local 1 may purchase release time upon the agreement of the Superintendent or designee.

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

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

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

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

(d) The financial status of the District.

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

At such time as the class size exceeds thirty (30) students for more than twenty (20) school days in any one-fourth (1/4) of the school year, except choir, band, physical education, homeroom and study hall classes, the affected elementary teacher shall be paid the sum of \$150.00, and the affected secondary teacher shall be paid the sum of \$30.00 for each student in excess of thirty (30) for each one-fourth (1/4) of the school year that said class size is thus exceeded.

The desired goal in portable classrooms in Grades K-6 is twenty-five (25) students per portable classroom and twenty-seven (27) students in split classes. At such time as the class size in a portable classroom or in a split class exceeds twenty-seven (27) students for more than twenty (20) school days in any one-fourth (1/4) of the school year,

the affected elementary teacher shall be paid the sum of \$150.00 for each student in excess of twenty-seven (27) for each one-fourth (1/4) of the school year that said portable classroom size or split class size is thus exceeded. If a split class or classes are established, the building principal and the affected teachers shall meet to discuss and review matters concerning split classes in their building. A teacher may not be assigned a split class more than two years in succession unless it is voluntary.

With the exception of choir, band, physical education, homeroom and study hall classes, when the total daily class size of a secondary teacher exceeds one hundred fifty-five (155) students, the affected secondary teacher, at his or her request, may meet with the principal of his/her school, together with the appropriate department head and a Local 1 representative, to discuss and review the affected teacher's class sizes.

In the event the total daily class size exceeds 225 students per day for choir, band, physical education, homeroom, and study hall classes, the affected teacher at his/her request may meet with the principal of his/her school, together with a Local 1 representative, to discuss and review the affected teacher's class size.

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

be held within ten (10) workdays from the date the written request is submitted to the building principal and the Director of Special Education, except in emergencies.

I. MONTHLY MEETINGS - The Board and Local 1 agree to meet periodically for the purpose of reviewing the administration of the provisions of this Agreement at the request of Local 1 or the Board.

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

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

L. CURRICULUM REVIEW COMMITTEE - A district-wide Curriculum Review Committee shall be established for the purpose of studying and reviewing curriculum concerns in accordance with the following provisions:

1. Members and Meetings

a. Members - The Curriculum Review Committee shall consist of four (4) teacher representatives appointed by Local 1 and four (4) administrators appointed by the Superintendent. Members of the Committee shall serve for the full school year in which they are appointed.

b. Meetings - The Committee shall meet at least once each six (6) weeks.

2. Functions and Recommendations

a. Functions - The Curriculum Review Committee may consider matters submitted to it involving only the following areas:

- (1) Review and study of district-wide subject matter objectives.
- (2) Review and study of textbook and teaching materials committee's reports.
- (3) Review and study of the need for new programs and/or for program revisions.

b. Recommendations - All recommendations and/or reports of the Curriculum Review Committee shall be submitted to the Superintendent.

3. Initiation of Committee Involvement - Curriculum concerns involving matters set forth in Section 2(a) of this provision shall only be submitted to the Committee in one or more of the following ways:

- a. At the request of the Superintendent or Assistant Superintendent.
- b. At the request of a majority of the members of a department in Grades 7-12.
- c. At the request of a majority of the teachers from an elementary school or at the request of a majority of the teachers in a district-wide elementary grade level.

d. The Committee may, upon its own initiative, consider matters set forth in Section 2(a) of this provision, provided that there is agreement among a majority of the Committee members to consider such matters.

4. Continuation of Existing Curriculum Procedures - The establishment of the Curriculum Review Committee is not intended to and shall not alter existing curriculum development and review procedures and methods. Only matters submitted to the Committee in accordance with this article may be considered by the Committee.

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

N. TEACHER RESPONSIBILITY - Local 1 agrees as follows:

1. That teachers shall perform their duties for the School District in a professional and responsible manner.
2. That teachers shall abide by the rules and regulations of the School District and the provisions of this Agreement.

O. DEPARTMENT HEADS - It is understood and agreed that the building principal may grant additional and/or release time to a department head when it appears that

such time is necessary to perform specific duties and/or projects which cannot otherwise be completed within the regular scope of the department head's function. A department head desiring such time shall make a request to the building principal and shall state the rationale and reasons for such request.

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

Q. NATIONAL HEALTH INSURANCE AND WAGE AND PRICE CONTROL REOPENING CLAUSE - In the event a National Health Insurance Program is instituted by action of Congress or any governmental agency during this Agreement, Article III, Section A, of this Agreement shall be reopened for purposes of negotiation upon the request of either party to this Agreement. In addition, in the event any salary/wage or benefit of this Agreement is nullified or modified as a result of the institution or reinstatement of any form of wage and benefit controls by any governmental agency, those provisions of the Agreement affected by such governmental action shall be reopened for negotiation upon the request of either party to this Agreement.

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

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

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

For the 1990-1991 school year, rescheduled days of instruction shall be scheduled starting June 14 and continuing on succeeding weekdays until the required number of days have been made up and completed. The workday scheduled for June 14 shall be rescheduled for the first weekday following the last make-up day of instruction in June. Rescheduled days of instruction shall be treated in the same manner for the 1997-2000 school years.

U. TRAVELING TEACHERS - Teachers whose regular assignments involve travel from one building to another building in the School District shall receive One

(\$1.00) Dollar per travel day or twenty five (\$.25) cents per mile traveled, whichever is greater. The Director of Personnel shall determine the schedules for traveling teachers, which shall include adequate travel time, set-up time, and take-down time. Teachers may request a meeting with the Director and an Association representative to review and discuss concerns or problems with their schedule.

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

W. DISTRICT-WIDE SCHOOL IMPROVEMENT COMMITTEE -

1. Purpose - A district-wide School Improvement Committee shall be established for the purpose of coordinating and developing procedures to implement school improvement plans pursuant to MCR 388.1619(b), MSA 15.1919(919b).

2. Membership - The Committee shall consist of an equal number of administrative representatives, appointed by the Superintendent, and teacher representatives, appointed by Local 1. If the Committee needs additional persons to assist in fulfilling the Committee's purpose, those persons shall be determined by the Superintendent and the Association.

3. Operation - The Committee shall determine its own meeting schedule and method of operation.

4. Building and Department Level Involvement - Teacher participation outside the teaching day and/or during the lunch and planning periods shall be voluntary and shall not result in any disciplinary action or be part of the teacher's evaluation.

5. Contractually Related Issues - In developing and implementing school improvement plans, deviations from the provisions of the Collective Bargaining Agreement shall first be written as a Letter of Agreement, which shall be approved by Local 1 and the Superintendent.

X. SITE-BASED DECISION MAKING - The parties of this Agreement are aware that it may become advisable to adopt a site-based decision making plan. If during the life of this Agreement such a plan is proposed, it will follow the provisions found in Sections W(4) and W(5), District-Wide School Improvement Committee, of this Master Agreement.

Y. SPECIAL EDUCATION

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

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

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

AA. SECONDARY RESTRUCTURING - The parties acknowledge that the High School Restructuring Committee, which includes the President of the Association/Designee, is reviewing the possibility of restructuring the high school day. In the event that the high school day is restructured, the parties agree that the merits of the restructured day shall be reviewed by this Committee prior to February 15th of each year. The decision to make any changes in the restructured day for the following school year shall be made by March 15th.

A committee of teachers and administrators shall be formed in the event of proposed implementation of the middle school concept.

If restructuring is implemented in any of the secondary schools, the Board and Association will meet to bargain appropriate language.

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

therapist, counselor, and psychologist. Staffings may be requested by a teacher or building administrator. Staffings shall attempt to reach consensus on strategies to remedy the concerns, and shall periodically reconvene to evaluate the same.

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

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

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

DD. SPECIAL EDUCATION WAIVERS. Decisions regarding school district applications for a waiver(s) from Department of Education administrative rules will involve the Association and members whose jobs will be affected by the waiver(s).

The decision to request a waiver(s) will take into consideration factors such as student performance and quality of services, parental/community support, and employee working conditions.

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

ARTICLE XI

STATEMENT ON ACADEMIC FREEDOM

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

"Academic Freedom" includes:

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

4. The right to exercise any and all rights under the Constitution and Laws of the United States and of the State of Michigan.

ARTICLE XII

GENERAL PROVISIONS

In the event that any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for appeals, such provisions shall be void and inoperative, but all other provisions of this Agreement shall remain and continue in effect.

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

Copies of this Agreement are provided to all teachers at the expense of the Board.

ARTICLE XIII

DURATION OF AGREEMENT

This Agreement shall continue in effect for a period commencing on September 1, 1997, and ending on August 31, 2000.

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

BOARD OF EDUCATION
FRASER PUBLIC SCHOOLS DISTRICT

By: Carole E. Bannister
Carole E. Bannister
President

By: Gerard W. Gauthier
Gerard Gauthier
Secretary

MEA-NEA, LOCAL 1

By: Joe Battaglia
President MEA-NEA, Local 1

By: Rick Lynn
President FEA

Ratified by the Board of Education of Fraser Public Schools District on May 12, 1997.

Ratified by the MEA-NEA, Local 1, on May 5, 1997.

1997-98 SALARY SCHEDULE

SCHEDULE	I	II	III	IV
	<u>Bachelors</u>	<u>Masters or Equivalent</u>	<u>Masters + 15 Hours</u>	<u>Masters + 30 Hours</u>
<u>YEARS EXPERIENCE</u>	<u>AMOUNT</u>	<u>AMOUNT</u>	<u>AMOUNT</u>	<u>AMOUNT</u>
0	\$31,692	\$35,525	\$36,669	\$37,749
1	\$34,041	\$37,004	\$38,122	\$39,236
2	\$35,896	\$38,871	\$39,980	\$41,095
3	\$37,749	\$41,095	\$42,206	\$43,692
4	\$39,617	\$43,323	\$44,437	\$46,294
5	\$41,462	\$45,548	\$47,039	\$48,897
6	\$43,692	\$48,144	\$50,004	\$51,862
7	\$45,922	\$51,493	\$52,981	\$54,838
8	\$48,144	\$54,838	\$56,324	\$58,553
9	\$50,749	\$58,553	\$60,036	\$62,266
10 or MORE		\$62,266	\$63,752	\$65,985

1998-99 SALARY SCHEDULE

SCHEDULE	I	II	III	IV
	<u>Bachelors</u>	<u>Masters or Equivalent</u>	<u>Masters + 15 Hours</u>	<u>Masters + 30 Hours</u>
<u>YEARS EXPERIENCE</u>	<u>AMOUNT</u>	<u>AMOUNT</u>	<u>AMOUNT</u>	<u>AMOUNT</u>
0	\$32,484	\$36,413	\$37,586	\$38,693
1	\$34,892	\$37,929	\$39,075	\$40,217
2	\$36,793	\$39,843	\$40,980	\$42,122
3	\$38,693	\$42,122	\$43,261	\$44,784
4	\$40,607	\$44,406	\$45,548	\$47,451
5	\$42,499	\$46,687	\$48,215	\$50,119
6	\$44,784	\$49,348	\$51,254	\$53,159
7	\$47,070	\$52,780	\$54,306	\$56,209
8	\$49,348	\$56,209	\$57,732	\$60,017
9	\$52,018	\$60,017	\$61,537	\$63,823
10 or more		\$63,823	\$65,346	\$67,635

1999-00 SALARY SCHEDULE

SCHEDULE	I	II	III	IV
	<u>Bachelors</u>	<u>Masters or Equivalent</u>	<u>Masters + 15 Hours</u>	<u>Masters + 30 Hours</u>
<u>YEARS EXPERIENCE</u>	<u>AMOUNT</u>	<u>AMOUNT</u>	<u>AMOUNT</u>	<u>AMOUNT</u>
0	\$33,459	\$37,505	\$38,714	\$39,854
1	\$35,939	\$39,067	\$40,247	\$41,424
2	\$37,897	\$41,038	\$42,209	\$43,386
3	\$39,854	\$43,386	\$44,559	\$46,128
4	\$41,825	\$45,738	\$46,914	\$48,875
5	\$43,774	\$48,088	\$49,661	\$51,623
6	\$46,128	\$50,828	\$52,792	\$54,754
7	\$48,482	\$54,363	\$55,935	\$57,895
8	\$50,828	\$57,895	\$59,464	\$61,818
9	\$53,579	\$61,818	\$63,383	\$65,738
10 or more		\$65,738	\$67,306	\$69,664

COST-OF-LIVING ADJUSTMENT (C.O.L.A.)

This Cost-of-Living Adjustment provision shall not be operative and shall be abated for the 1997-2000 school years. Each teacher shall receive a cost-of-living adjustment (C.O.L.A.) as a deferred salary increase based upon the percentage rise in the revised Consumer's Price Index (CPI all items) for all Urban Consumers for the Detroit Metropolitan Area published by the Bureau of Labor Statistics, U.S. Department of Labor (1967=100) and hereafter referred to as the CPI, subject to the terms of this provision. The amount of the deferred salary increase shall be the dollar equivalent of .75 times percentage increase (not to exceed 6%), rounded to the nearest one-tenth of one percent, of the CPI, multiplied by the appropriate salary steps as listed in the Salary Schedule. This percentage shall be determined by subtracting the CPI of April of the previous year from the CPI of the April of the year in which the C.O.L.A. is to be paid; the remainder shall then be divided by the CPI of April of the previous year. The resulting amount of money shall then be paid, less appropriate payroll deductions, rounded to the nearest \$1.00 to each teacher no later than June 30 of the year in which the C.O.L.A. is to be paid. Such payment shall be made a part of the teacher's regular salary and folded into the salary schedule, but shall be paid by a check separate from the teacher's regular paycheck. The maximum amount of the percent increase which shall be paid under the terms of this provision shall not exceed six (6%) percent.

Example

	April 1984	
Detroit CPI		187.9
	April 1985	
Detroit CPI		202.8

$$202.8 - 187.9 = 14.9$$

$$14.9 \text{ divided by } 187.9 = 7.9\% \times .75 = 5.9\%$$

Multiply each step on the salary schedule by 1.059 to determine the adjusted 1984-1985 salary schedule.

General

1. Proration - In the event a teacher does not complete the school year or is employed for less than the full school year, the cost-of-living adjustment shall be prorated based upon a ratio of the number of workdays such teacher worked to 185 workdays multiplied by the cost-of-living adjustment.

2. Consumer Price Index Information - In the event the Bureau of Labor Statistics terminates publication of the monthly Consumer Price Index information required for purposes of this provision or substantially modifies the manner of calculating such information, representatives of the Board and Local 1 agree to meet for the purpose of negotiating the terms of this Cost-of-Living Adjustment provision. Also, if receipt by the District of Consumer Price Index information from the Bureau of Labor Statistics is delayed

for reasons beyond the control of the District, payment of the cost-of-living adjustment shall be made as soon as possible following the receipt of such information.

3. Application of Cost-of-Living Adjustment - The cost-of-living adjustment provided for in this Agreement shall be applied to the Salary Schedule only. After the cost-of-living adjustment has been folded in and added to the Salary Schedule, the percentages for athletic assignments and subject-matter related assignments shall be computed on the adjusted Salary Schedule. Then, the amount previously paid to affected teachers for athletic assignments and subject-matter related assignments shall be subtracted from the amount computed from the revised Salary Schedule, and the resulting differential shall be paid to an affected teacher who has an additional class assignment based upon the revised Salary Schedule.

The cost-of-living adjustment shall not apply to nor be paid on the following payments made to affected teachers during the term of the Agreement: longevity payments; hourly rates paid for driver education, adult education and continuing education; special education differential; doctorate degree payments; summer school payments; amounts paid for bargaining unit members substituting for other bargaining unit members; stipends paid for workshops or conferences; amounts paid pursuant to Article X, Section H; and any other hourly rate or flat rate payments.

BOARD PAID RETIREMENT - The Board shall pay the teacher's state retirement contribution to the State School Employee's Fund in the amount of five (5%) percent of the salary set forth in the above schedule.

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

	<u>15 Years</u>	<u>20 Years</u>	<u>25 Years</u>
1997-98	\$1,350	\$1,650	\$1,950
1998-99	1,425	1,725	2,025
1999-00	1,500	1,800	2,100

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

SALARY PLACEMENT

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

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

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

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

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

However, hours earned in undergraduate courses which are part of an advanced degree program beyond the B.A. shall be credited toward the equivalency, provided that a teacher who is in a planned program leading to an advanced degree shall obtain his/her Masters Degree within one (1) year after having been placed on Schedule II. In the event said teacher does not obtain a Masters Degree within the one-year period, the teacher shall revert to the appropriate step of the B.A. Schedule and shall not be placed on Schedule II until the teacher has received a Masters Degree. However, the one-year period for obtaining a Masters Degree shall be extended for an additional one-year period if the teacher has been granted an approved leave of absence.

A teacher who is seeking to qualify under the equivalency section of this provision shall obtain prior approval of the Director of Personnel for courses taken pursuant to this provision if said courses are outside of the area of the teacher's certificated endorsement or are not part of a university approved advanced degree program.

"University" shall be defined to mean any institution which is empowered by law to grant Baccalaureate or Advanced Degrees.

Masters + 15 Hours - A teacher who has completed at least fifteen (15) semester hours of university approved graduate study in his/her area of certificated endorsement or area of responsibility beyond a Masters Degree shall be placed on Schedule III. If said hours are outside of the teacher's area of certificated endorsement or are not part of a university approved advanced degree program, a teacher who is seeking to qualify under this provision shall obtain the prior approval of the Director of Personnel for such hours. Undergraduate hours which are part of an advanced degree plan or program beyond the M.A. may be included within the fifteen (15) hours. In addition, hours earned by a teacher beyond a Masters Degree which have been required by the School District and for which prior approval has been granted by the Director of Personnel shall qualify as part of the required fifteen (15) hours under this provision.

"University" shall be defined to mean any institution which is empowered by law to grant Baccalaureate or Advanced Degrees.

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

who is seeking to qualify under this provision shall obtain the prior approval of the Director of Personnel for such hours. Undergraduate hours which are part of an advanced degree plan or program beyond the M.A. may be included within the thirty (30) hours. In addition, hours earned by a teacher beyond a Masters Degree which have been required by the School District and for which prior approval has been granted by the Director of Personnel shall qualify as part of the required thirty (30) hours under this provision.

"University" shall be defined to mean any institution which is empowered by law to grant Baccalaureate or Advanced Degrees.

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

General - Teachers shall be placed upon the appropriate salary schedule when verification of the degree or hours earned has been submitted to the Director of Personnel.

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

Teacher covered by the terms of this Agreement who are employed on a regular, part-time basis shall receive salary and benefits in accordance with the terms of this Agreement on a pro rata basis. If regular, part-time teachers elect not to pay the difference between the prorated cost of the insurance coverages provided in Article III and the actual cost, the teacher shall not receive such benefits, nor shall the Board reimburse the teacher for the prorated amount of the insurance premiums. The proration of benefits shall be based both upon the number of hours such part-time teachers work each day of the total teacher's

workday and the number of days such teachers work of the total number of teacher workdays in a school year.

EXTRACURRICULAR SALARY SCHEDULE - In addition to the salary set forth in the preceding Salary Schedule, a teacher assigned one of the following extracurricular activities, which are performed in addition to the regular teaching assignment, shall receive the additional sum of money computed by multiplying the percentage set opposite his respective assignment to that salary on the step of Column I of the Salary Schedule as determined by the teacher's years of coaching experience in the sport or assigned activity:

ATHLETIC ASSIGNMENTS

<u>Fall</u>	<u>Percentage</u>
Cross Country	7
Football Director and Varsity Coach	11
Assistant Varsity Football Coach	8
J.V. Football Coach	8
Assistant J.V. Football Coach	7
Freshman Football Coach	7
Assistant Freshman Football Coach	6
Golf	4
Boys' Soccer	7
J.V. Boys' Soccer	6
Basketball Director and Varsity Coach, Girls' Basketball	11
J.V. Girls' Basketball-High School	8
Freshman Girls' Basketball	7
8th Grade Girls' Basketball	5
7th Grade Girls' Basketball	5
Girls' Tennis	7
Girls' Varsity Swimming Coach	9
Girls' Assistant Varsity Swimming Coach	6

WinterPercentage

Basketball Director and Varsity Coach	11
Varsity Wrestling Coach	9
Hockey Coach	9
Boys' Varsity Swimming Coach	9
Boys' Assistant Varsity Swimming Coach	6
Varsity Volleyball	8
Varsity Gymnastics	7
J.V. Volleyball	6
J.V. Basketball Coach	8
J.V. Wrestling Coach	6
Freshman Boys' Wrestling	5
Freshman Volleyball	4
Freshman Basketball Coach	7
9th Grade or J.V. Gymnastics	5
8th Grade Basketball Coach-Boys	5
7th Grade Basketball Coach-Boys	5
7th and 8th Grade Volleyball-Girls	4

SpringPercentage

Baseball Director and Varsity Coach	9
Track Director and Varsity Coach-Boys and Girls	9
Assistant Varsity Track Coach-Boys and Girls	7
Junior High Track Coach	5
Varsity Tennis Coach	7
Softball Director and Varsity Coach, Girls' Softball	9
J.V. Baseball Coach	6
Freshman Track Coach	5
Freshman Boys' Baseball	5
9th Grade Softball	5
J.V. Softball	6
Girls' Soccer	7
J.V. Girls' Soccer	6

Full Year

Varsity Cheerleader Coach	6
J.V. Cheerleader Coach	4
Drill Team Coach	5
Intramurals	4
Freshman Cheerleader Coach	3

In addition to the salary set forth in the appropriate Salary Schedule, a teacher assigned one of the following Extracurricular Subject-Matter Related Activities, which are performed in addition to the regular teaching assignment, shall receive the additional sum of money computed by multiplying the percentage set opposite his respective assignment to that salary on the salary schedule which is his actual salary:

SUBJECT-MATTER RELATED ASSIGNMENTS

	<u>Percentage</u>
Instrumental Teacher High School includes High School Symphony/Concert Band Programs - all activities	5
High School Stage Band including musicals (vocal and instrumental)	2
High School Pep Band	2
High School Marching Band	2
Instrumental Teacher, Junior High	5
Instrumental Teacher, Elementary	3
Vocal Music Teacher, High School	5
Vocal Music Teacher, Richards Junior High	4
Vocal Music Teacher, Elementary (pro-rated by assignment)	3
Co-Op Training Program Coordinators	3
Play Director, Spring Play Musical	4
Play Director, Fall Play	3
Assistant Director, Spring and Fall Plays	2
Girls Athletic Association Director	5
Assistant Girls Athletic Association Director	2
Quiz Bowl	5
Forensics, Spring	2
Newspaper, High School	5
Yearbook, High School	5
Yearbook, 7th, 8th and 9th Grades	3
Yearbook, 7th and 8th Grades	2
Department Head 3 to 5 Teachers per Department	3

Department Head		
6 to 9 Teachers per Department		4
Department Head		
10 to 12 Teachers per Department		5
Department Head		
13 to 17 Teachers per Department		6
Department Head ²²		
18 or more Teachers per Department		6
Department Head, Instrumental, Grades 5-12		3
Director, Vocational Education		5
Elementary Safety Patrol		3
Elementary Service Squad		3
Audio Visual		5
Secondary Class Advisors		
10th Grade		2
11th Grade		3
12th Grade		4
Senior High Student Council		7
Junior High Student Council		
Howard C. Richards Junior High		3
Elementary Student Council		3
Elementary Teacher in Charge ²³		3
Auditorium Director		4
President's Club, High School		5
Honors Advisor		2
Computer Coordinator		3
Science Coordinator		3

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

²² The Department Head of a department with 18 or more teachers shall be released one (1) teaching period per school day in addition to the above percentage.

²³ At the beginning of each school year, the Elementary Principal shall appoint a Teacher in Charge for each elementary school building.

SUMMER SCHOOL - All teachers who have obtained a Baccalaureate Degree and possess a Provisional, Permanent or Life Certificate shall receive \$17.50 per class hour for teaching Summer School Classes for the 1995, 1996 and 1997 summer sessions.

Teaching vacancies for Summer School shall be filled with qualified teachers from within the system, on a seniority basis. If no teacher is available, a qualified teacher may be hired from outside the system. Applicants should be notified, if at all possible, of their acceptance or rejection before the end of the school year. Applicants not accepted shall be furnished with written reasons upon request. Teachers who have successfully taught summer school in the District during or after 1985 shall be given first consideration for summer school positions.

ADULT EDUCATION PAY²⁴ - All teachers who have obtained a Baccalaureate Degree and possess a Provisional, Permanent or Life Certificate shall receive \$17.50 per class hour for teaching Adult Education Classes for the 1997-2000 school years.

CONTINUING EDUCATION PAY²⁵ - All teachers who have obtained a Baccalaureate Degree and possess a Provisional, Permanent or Life Certificate shall receive \$17.50 per class hour for teaching Continuing Education Classes for the 1997-2000 school years.

²⁴ These provisions shall be abated during the period the Adult and Continuing Education programs are administered by another school district. In the event Fraser Public Schools resumes administration of those programs, the contractual provisions for adult and continuing education pay shall be reinstated.

²⁵ Same as Footnote 24.

OPTIONAL PAY PRIVILEGE - All teachers have the option of receiving their pay on a twenty-one (21) or twenty-six (26) installment basis. The Board will indicate paydays on the official School Calendar prior to the commencement of the school year.

Paydays shall be the last day of school in any pay period.

SPECIAL EDUCATION - Any teacher possessing a Baccalaureate Degree and a Provisional, Permanent or Life Certificate, who is certified by the Michigan Department of Education to teach Special Education, who is assigned by the Board to teach Special Education and who has taught Special Education for the Fraser Public Schools District prior to or during the 1971-1972 school year, shall receive, in addition to the amount of salary as determined on the preceding Salary Schedule, the sum of Four Hundred (\$400.00) Dollars.

ADDITIONAL CLASS ASSIGNMENTS - Any secondary teacher who is assigned to teach an additional class on a regular basis shall be paid an additional one-sixth (1/6) of his regular salary, as determined from Exhibit A, pro rata during the period of such assignment.

DRIVER EDUCATION - Except as otherwise provided in this provision, summer driver education positions shall be filled in the same manner as other summer school teaching positions. The rate of pay for summer driver education positions shall be \$17.50 per class hour.

Teachers who have successfully taught Driver Education in the District before September of 1970 will be given first consideration for Driver Education positions.

PROFESSIONAL GROWTH COMMITTEE

The Board and Local 1 agree to the establishment of a Professional Growth Committee whose function is to assist teachers in improving and maintaining skills and standards consistent with sound educational practice.

NEW TEACHER MENTORS

The Professional Growth Committee, which will consist of an equal number of members appointed by the Board and Local 1, will make recommendations regarding mentors to the District. The District will then assign mentors to no more than one probationary teacher per mentor teacher to meet the requirements of Section 1526 of the School Code, MCLA 380.1526.

1. The purpose of the mentor is to offer assistance, resources and information to a new probationary teacher.
2. Participation as a mentor teacher shall be voluntary.
3. In assigning a bargaining unit member as a mentor, consideration will be given to the bargaining unit member's area of certification and building assignment.
4. A mentor assignment shall be for a minimum of one semester, which assignment may be renewed.
5. Neither the mentor nor the mentee shall be permitted to participate in any matter related to the evaluation of the other.
6. The District will provide released time for bargaining unit members acting as mentors.
7. The District shall consider scheduling the bargaining unit mentor and assigned probationary teacher with a common preparation time.

8. Bargaining unit members who work as mentors shall receive a yearly stipend of 1.5% of that mentor's salary (one-half of that amount for one semester).

EXHIBIT B
SHARED-TIME
MEMORANDUM
OF
UNDERSTANDING

It is understood and agreed by the Board of Education of the Fraser Public Schools District and MEA-NEA, Local 1, that in the event two (2) full-time teachers submit a written request for a shared-time position to the Director of Personnel, representatives of the Board and Local 1 shall meet to discuss and consider the implementation of a shared-time position and, if agreed upon, the terms and conditions of such position. This Memorandum of Understanding shall not obligate the Board or the School District to establish shared-time positions. If the Board and Local 1 agree to establish a shared-time position, such agreement shall not be precedent for the establishment of additional shared-time positions. Each request for a shared-time position shall be considered on an individual basis.

BOARD OF EDUCATION OF THE
FRASER PUBLIC SCHOOLS DISTRICT

By: 

MEA-NEA, LOCAL 1

By: 

By: Sept. 1, 1997

Ratification

Date: September 3, 1987

LETTER OF INTENT

In-House Suspension Program

Local 1 and the Fraser Public Schools District (hereinafter the "District") hereby agree to the following provisions concerning a pilot secondary in-house suspension program during the term of the 1997-2000 Collective Bargaining Agreement:

1. Suspension - Secondary in-house suspension rooms shall be supervised by non-teaching and non-bargaining unit personnel as determined by the District. It is understood that the in-house suspension supervisors are not members of the teachers' bargaining unit.

2. Teaching Prohibition - In-house suspension supervisors shall not engage in teaching activities.

3. Annual Review - Local 1 representatives and the Superintendent or his/her designee shall meet annually (between May 1 and June 30 of each year) to review the pilot secondary in-house suspension program.

MEA-NEA, LOCAL 1

FRASER PUBLIC SCHOOLS DISTRICT

By: *Rick Flynn*

By: *Gary W. Matsche*
Dr. Gary W. Matsche
Superintendent

Date: *Sept. 1, 1997*

Date: *Sept 1, 1997*

LETTER OF INTENT

Jury Duty

Local 1 and the Fraser Public Schools District hereby agree that in the event a teacher receives jury duty pay in any one calendar year in excess of \$600, Local 1 representatives, School District representatives, and the teacher shall meet to discuss and review the manner of administering jury duty pay, pursuant to Article IV, Section H, of the Collective Bargaining Agreement. By mutual agreement, the parties may implement any appropriate adjustments.

MEA-NEA, LOCAL 1

FRASER PUBLIC SCHOOLS DISTRICT

By: Rick Flynn

By: Dr. Gary W. Matsche
Dr. Gary W. Matsche
Superintendent

Date: Sept. 1, 1997

Date: Sept. 1, 1997

LETTER OF INTENT

Re: Article III, Hospital, Life, Income Protection,
Dental and Vision Insurance

It is the intent of the Fraser Board of Education to provide effective September 1, 1997, unless otherwise noted, the following benefits as a result of the Collective Bargaining Agreement.

Section A - Hospital and Surgical Insurance

See Cafeteria Plan. Said Cafeteria Plan shall provide as one of the options available the Blue Cross/Blue Shield MVF-II health insurance plan which includes DC, SD, COMP, D45NM, BMT, CC, MVF2, VST, FAERC, ML, CNM, SAT2, OPPCZ, SOT, PD200, PDMAC, MMC4, MMCPD, COB3, XF, EF, HMN, RAPS, GLE-1, RAPS2, RM, RPS. If and when it becomes available, routine prostate testing, provided the premium cost does not exceed that of providing routine mammograms as set forth above.

Section B - Life Insurance

Currently carried by Washington National Insurance Company, \$50,000 life with AD & D.

Section C - Income Protection

Currently carried by Washington National Insurance Company, 66 2/3% of current salary.

Section D - Dental Insurance

Currently carried by Delta Dental of Michigan, Class I 75%, Class II 50%, and Class III 75%.

Section E - Vision Insurance

Currently carried by MESSA, VSP-I.

MEA-NEA, LOCAL 1

By: *Rich Flynn*

Date: *Sept. 1, 1997*

FRASER PUBLIC SCHOOLS DISTRICT

By: *Dr. Gary W. Matsche*
Dr. Gary W. Matsche
Superintendent

Date: *Sept. 1, 1997*

LETTER OF UNDERSTANDING

Local 1 and the Fraser Public Schools District hereby agree that Local 1 shall no longer reimburse the District for two (2) hours per day of local union president release time.

MEA-NEA, LOCAL 1

FRASER PUBLIC SCHOOLS DISTRICT

By: *Rich Flynn*

By: *Gary W. Matsche*
Dr. Gary W. Matsche
Superintendent

Date: *Sept. 1, 1997*

Date: *Sept. 1, 1997*

FRASER PUBLIC SCHOOLS

LETTER OF INTENT

Local 1 and the Fraser Public Schools District hereby agree to the following provisions concerning the Return Option, ARTICLE VI, C. 3:

1. A teacher who voluntarily transfers from one building to another, or from one full department to another full department, shall not be entitled to the Return Option as described in ARTICLE VI, C. 3.

Acceptance of the Return Option shall be considered a voluntary transfer, and once the Return Option is exercised, the teacher shall not be entitled to return to any previous position covered under ARTICLE VI, C. 3.

2. If more than one (1) teacher is entitled to return to a position, as per ARTICLE VI, C. 3, the most senior teacher shall be offered the position.
3. If a teacher has been involuntarily reassigned from more than one (1) position, the teacher is entitled to return to any position held in the five (5) year period as per ARTICLE VI, C. 3.

MEA-NEA, LOCAL 1

FRASER PUBLIC SCHOOLS DISTRICT

By: Rich Flynn

By: Dr. Gary W. Matsche
Dr. Gary W. Matsche
Superintendent

Date: Sept. 1, 1997

Date: Sept 1, 1997

LETTER OF UNDERSTANDING

It is understood and agreed by the Board of Education of the Fraser Public Schools District and MEA-NEA Local 1, that in the 1999-2000 school year students and teachers will end the school year on the same day. The students will have one-half (½) day of instruction in the morning. It is understood and agreed that any and all activities required to be completed by teachers in years past, i.e., verification of report cards, room and equipment inspection, key drop off, etc., will continue to be required to be completed. If a teacher is unable to complete any and all activities by 4:00 p.m. on the last day of school, it is understood and agreed that he/she will return to school the next day at the regular starting time and stay as long as necessary to complete those things that were left undone. The teacher will not be required to stay beyond their normal work day and will be allowed to leave upon approval of an administrator when the necessary tasks are completed.

MEA-NEA, LOCAL 1

FRASER PUBLIC SCHOOLS DISTRICT

By: *Lungi Battaglieri*
Lungi Battaglieri
President, Local 1

By: *Gary W. Matsche*
Dr. Gary W. Matsche
Superintendent

Date: *Sept. 1, 1997*

Date: *Sept. 1, 1997*

By: *Richard Flynn*
Richard Flynn
President, FEA

Date: *Sept. 1, 1997*

LETTER OF AGREEMENT
BETWEEN
MEA-NEA LOCAL 1, FRASER
AND
FRASER BOARD OF EDUCATION

TEACHING ASSIGNMENTS

The following procedure will be used when making teaching assignments at the secondary level beginning in the spring of 1996 for the 1996-97 school year and thereafter.

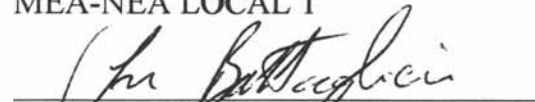
1. Department Heads will hold a meeting of all members of their department for the purpose of reviewing course information after students have been scheduled for classes.
2. Following this meeting all department members will be surveyed regarding the course(s) they prefer to teach and the course(s) they would prefer not to teach.
3. Once the Department Head has reviewed all of the surveys, a tentative schedule will be established. The Department Head will meet with the members of the department for the purpose of discussing the tentative schedule. If a consensus is reached, the Department Head will forward this recommendation to the Building Principal. If a consensus is not reached, the Department Head will forward his/her recommendation to the Building Principal.
4. It is understood that the Building Principal will make the final decision on class assignments and will notify each bargaining unit member of their assignment. If the assignment is different than what was recommended, the Principal will discuss the reasons for changes with the affected bargaining unit member.

BOARD OF EDUCATION



SUPERINTENDENT

MEA-NEA LOCAL 1



PRESIDENT



UNIT PRESIDENT

DATE: Sept 1, 1997

DATE: Sept. 1, 1997

LETTER OF UNDERSTANDING

It is understood and agreed by the Board of Education of the Fraser Public Schools District and MEA-NEA, Local 1, that any bargaining unit teacher who assumes administrative duties while still a member of the bargaining unit shall not be assigned administrative duties that include evaluation, discipline, or termination of teachers in the FEA.

BOARD OF EDUCATION OF THE
FRASER PUBLIC SCHOOLS DISTRICT

DATE: Sept. 1, 1997

BY *Gary W. Matsche*
Dr. Gary W. Matsche, Superintendent

MEA-NEA, LOCAL 1

DATE: Sept. 1, 1997

BY *Jan Battaglier*

DATE: Sept 1, 1997

BY *Rick Hymn*

LETTER OF INTENT

Local 1 and Fraser Public Schools District (hereinafter the "District") hereby agree to the following concerning days and hours of pupil instruction during the 1997-2000 Collective Bargaining Agreement:

If the state requirements for minimum days and hours of pupil instruction change during the life of this Agreement, representatives of the Association and the Board shall meet for the purpose of bargaining the school calendar and hours of instruction. It is the intent of the parties that no additional days or hours of instruction beyond what is currently provided in the contract (1996-97) will be scheduled unless required by state law.

MEA-NEA LOCAL 1

FRASER PUBLIC SCHOOLS DISTRICT

By: *Rick Flynn*

By: *Gary W. Matsche*
Dr. Gary W. Matsche, Superintendent

Date: *Sept. 1, 1997*

Date: *Sept. 1, 1997*

FRASER PUBLIC SCHOOLS **1997-98 SCHOOL CALENDAR**

AUGUST 25	TEACHER ORIENTATION
AUGUST 26	CLASSES BEGIN - ONE-HALF (1/2) DAY ELEMENTARY PLANNING
AUGUST 28	LABOR DAY RECESS - SCHOOLS CLOSE AT END OF DAY
SEPTEMBER 2	SCHOOLS REOPEN
NOVEMBER	ONE-HALF (1/2) ELEMENTARY RECORDS DAY TO BE SCHEDULED AT LEAST ONE (1) WEEK PRIOR TO ELEMENTARY PARENT-TEACHER CONFERENCES
NOVEMBER	ONE (1) CONFERENCE DAY AND ONE (1) CONFERENCE/IN-SERVICE DAY TO BE SCHEDULED (ELEMENTARY) ONE (1) CONFERENCE DAY TO BE SCHEDULED (SECONDARY)
NOVEMBER 26	THANKSGIVING DAY RECESS - SCHOOLS CLOSE AT END OF DAY
DECEMBER 1	SCHOOLS REOPEN
DECEMBER 19	WINTER VACATION BEGINS - SCHOOLS CLOSE AT END OF DAY
JANUARY 5	SCHOOLS REOPEN
JANUARY	ONE (1) IN-SERVICE/RECORDS DAY TO BE SCHEDULED FOR JUNIOR AND SENIOR HIGH SCHOOLS (NOT TO BE SCHEDULED ON SAME DAY)
JANUARY	ONE-HALF (1/2) ELEMENTARY RECORDS DAY TO BE SCHEDULED ONE (1) WEEK PRIOR TO END OF MARKING PERIOD
FEBRUARY 18	PRESIDENT'S DAY RECESS - SCHOOLS CLOSE AT END OF DAY
FEBRUARY 23	SCHOOLS REOPEN
MARCH/APRIL	ONE-HALF (1/2) ELEMENTARY RECORDS DAY TO BE SCHEDULED AT LEAST ONE (1) WEEK PRIOR TO ELEMENTARY PARENT-TEACHER CONFERENCES
MARCH/APRIL	ONE (1) CONFERENCE DAY TO BE SCHEDULED (ELEMENTARY) ONE (1) CONFERENCE DAY OR ONE (1) CONFERENCE/IN-SERVICE DAY TO BE SCHEDULED (SECONDARY)
APRIL 9	SPRING VACATION BEGINS - SCHOOLS CLOSE AT END OF DAY
APRIL 20	SCHOOLS REOPEN
MAY 25	MEMORIAL DAY - SCHOOLS CLOSED
JUNE 9	END OF SCHOOL FOR STUDENTS
JUNE 10	END OF SCHOOL FOR TEACHERS - RECORDS DAY

PAY DAYS 1997-1998

AUGUST	28	
SEPTEMBER	12 26	
OCTOBER	10 24	
NOVEMBER	7 21	SUPPLEMENTAL/LONGEVITY
DECEMBER	5 19	
JANUARY	2 16 30	TO BE MAILED SUPPLEMENTAL/LONGEVITY
FEBRUARY	13 27	
MARCH	13 27	SUPPLEMENTAL/LONGEVITY
APRIL	9 24	
MAY	8 22	
JUNE	5 19	SUPPLEMENTAL/LONGEVITY CONTRACT BALANCE FOR LUMP-SUM 26 PAY TEACHERS ONLY FOR 26 PAY TEACHERS
JULY	2 17 31	" " "
AUGUST	14 28	" "

FRASER PUBLIC SCHOOLS
1998-99 SCHOOL CALENDAR

AUGUST 31	TEACHER ORIENTATION
SEPTEMBER 1	CLASSES BEGIN - ONE-HALF (1/2) DAY ELEMENTARY PLANNING
SEPTEMBER 3	LABOR DAY RECESS - SCHOOLS CLOSE AT END OF DAY
SEPTEMBER 8	SCHOOLS REOPEN
NOVEMBER	ONE-HALF (1/2) ELEMENTARY RECORDS DAY TO BE SCHEDULED AT LEAST ONE (1) WEEK PRIOR TO ELEMENTARY PARENT-TEACHER CONFERENCES
NOVEMBER	ONE (1) CONFERENCE DAY AND ONE (1) CONFERENCE/IN-SERVICE DAY TO BE SCHEDULED (ELEMENTARY) ONE (1) CONFERENCE DAY TO BE SCHEDULED (SECONDARY)
NOVEMBER 25	THANKSGIVING DAY RECESS - SCHOOLS CLOSE AT END OF DAY
NOVEMBER 30	SCHOOLS REOPEN
DECEMBER 22	WINTER VACATION BEGINS - SCHOOLS CLOSE AT END OF DAY
JANUARY 4	SCHOOLS REOPEN
JANUARY	ONE (1) IN-SERVICE/RECORDS DAY TO BE SCHEDULED FOR JUNIOR AND SENIOR HIGH SCHOOLS (NOT TO BE SCHEDULED ON SAME DAY)
JANUARY	ONE-HALF (1/2) ELEMENTARY RECORDS DAY TO BE SCHEDULED ONE (1) WEEK PRIOR TO END OF MARKING PERIOD
FEBRUARY 18	PRESIDENT'S DAY RECESS - SCHOOLS CLOSE AT END OF DAY
FEBRUARY 22	SCHOOLS REOPEN
MARCH	ONE-HALF (1/2) ELEMENTARY RECORDS DAY TO BE SCHEDULED AT LEAST ONE (1) WEEK PRIOR TO ELEMENTARY PARENT-TEACHER CONFERENCES
MARCH	ONE (1) CONFERENCE DAY TO BE SCHEDULED (ELEMENTARY) ONE (1) CONFERENCE DAY OR ONE (1) CONFERENCE/IN-SERVICE DAY TO BE SCHEDULED (SECONDARY)
APRIL 1	SPRING VACATION BEGINS - SCHOOLS CLOSE AT END OF DAY
APRIL 12	SCHOOLS REOPEN
MAY 31	MEMORIAL DAY - SCHOOLS CLOSED
JUNE 10	END OF SCHOOL FOR STUDENTS
JUNE 11	END OF SCHOOL FOR TEACHERS - RECORDS DAY

PAY DAYS 1998-1999

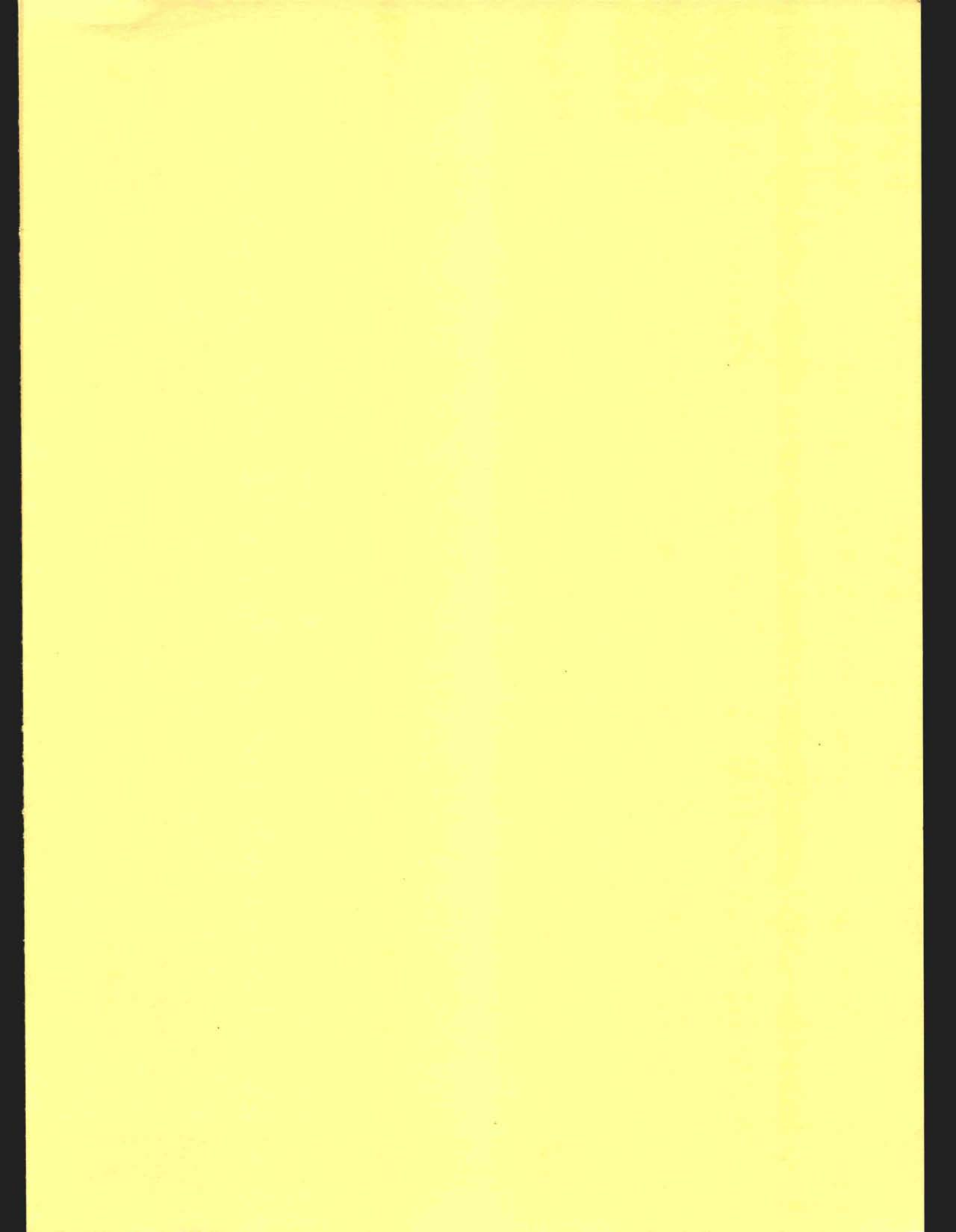
SEPTEMBER	11 25	
OCTOBER	9 23	
NOVEMBER	6 20	SUPPLEMENTAL/LONGEVITY
DECEMBER	4 18	
JANUARY	1 15 29	CHECKS TO BE MAILED SUPPLEMENTAL/LONGEVITY
FEBRUARY	12 26	
MARCH	12 26	SUPPLEMENTAL/LONGEVITY
APRIL	9 23	CHECKS TO BE MAILED
MAY	7 21	
JUNE	4 18	SUPPLEMENTAL/LONGEVITY CONTRACT BALANCE FOR LUMP-SUM 26 PAY TEACHERS ONLY FOR 26 PAY TEACHERS
JULY	2 16 30	" "
AUGUST	13 27	" "

FRASER PUBLIC SCHOOLS
1999-2000 SCHOOL CALENDAR

AUGUST 30	TEACHER ORIENTATION
AUGUST 31	CLASSES BEGIN - ONE-HALF (1/2) DAY ELEMENTARY PLANNING
SEPTEMBER 2	LABOR DAY RECESS - SCHOOLS CLOSE AT END OF DAY
SEPTEMBER 7	SCHOOLS REOPEN
NOVEMBER	ONE-HALF (1/2) ELEMENTARY RECORDS DAY TO BE SCHEDULED AT LEAST ONE (1) WEEK PRIOR TO ELEMENTARY PARENT-TEACHER CONFERENCES
NOVEMBER	ONE (1) CONFERENCE DAY AND ONE (1) CONFERENCE/IN-SERVICE DAY TO BE SCHEDULED (ELEMENTARY) ONE (1) CONFERENCE DAY TO BE SCHEDULED (SECONDARY)
NOVEMBER 24	THANKSGIVING DAY RECESS - SCHOOLS CLOSE AT END OF DAY
NOVEMBER 29	SCHOOLS REOPEN
DECEMBER 22	WINTER VACATION BEGINS - SCHOOLS CLOSE AT END OF DAY
JANUARY 3	SCHOOLS REOPEN
JANUARY	ONE (1) IN-SERVICE/RECORDS DAY TO BE SCHEDULED FOR JUNIOR AND SENIOR HIGH SCHOOLS (NOT TO BE SCHEDULED ON SAME DAY)
JANUARY	ONE-HALF (1/2) ELEMENTARY RECORDS DAY TO BE SCHEDULED ONE (1) WEEK PRIOR TO END OF MARKING PERIOD
FEBRUARY 18	PRESIDENT'S DAY RECESS - SCHOOLS CLOSE AT END OF DAY
FEBRUARY 28	SCHOOLS REOPEN
MARCH	ONE-HALF (1/2) ELEMENTARY RECORDS DAY TO BE SCHEDULED AT LEAST ONE (1) WEEK PRIOR TO ELEMENTARY PARENT-TEACHER CONFERENCES
MARCH	ONE (1) CONFERENCE DAY TO BE SCHEDULED (ELEMENTARY) ONE (1) CONFERENCE DAY OR ONE (1) CONFERENCE/IN-SERVICE DAY TO BE SCHEDULED (SECONDARY)
APRIL 20	SPRING VACATION BEGINS - SCHOOLS CLOSE AT END OF DAY
MAY 1	SCHOOLS REOPEN
MAY 29	MEMORIAL DAY - SCHOOLS CLOSED
JUNE 14	END OF SCHOOL FOR STUDENTS (1/2 DAY A.M.)
JUNE 14	END OF SCHOOL FOR TEACHERS (1/2 RECORDS DAY P.M.)

PAY DAYS 1999-2000

SEPTEMBER	10	
SEPTEMBER	24	
OCTOBER	8	
	22	
NOVEMBER	5	SUPPLEMENTAL/LONGEVITY
	19	
DECEMBER	3	
	17	
	31	CHECKS TO BE MAILED
JANUARY	14	SUPPLEMENTAL/LONGEVITY
	28	
FEBRUARY	11	
	25	CHECKS TO BE MAILED
MARCH	10	
	24	SUPPLEMENTAL/LONGEVITY
APRIL	7	
	20	
MAY	5	
	19	
JUNE	2	SUPPLEMENTAL/LONGEVITY
		CONTRACT BALANCE FOR
		LUMP-SUM 26 PAY TEACHERS ONLY
	16	
	30	FOR 26 PAY TEACHERS
JULY	14	"
	28	"
AUGUST	11	"
	25	"



The Board and the Union agree that they will not discriminate with respect to hire, seniority, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, national origin, ancestry, age, sex, or disability.