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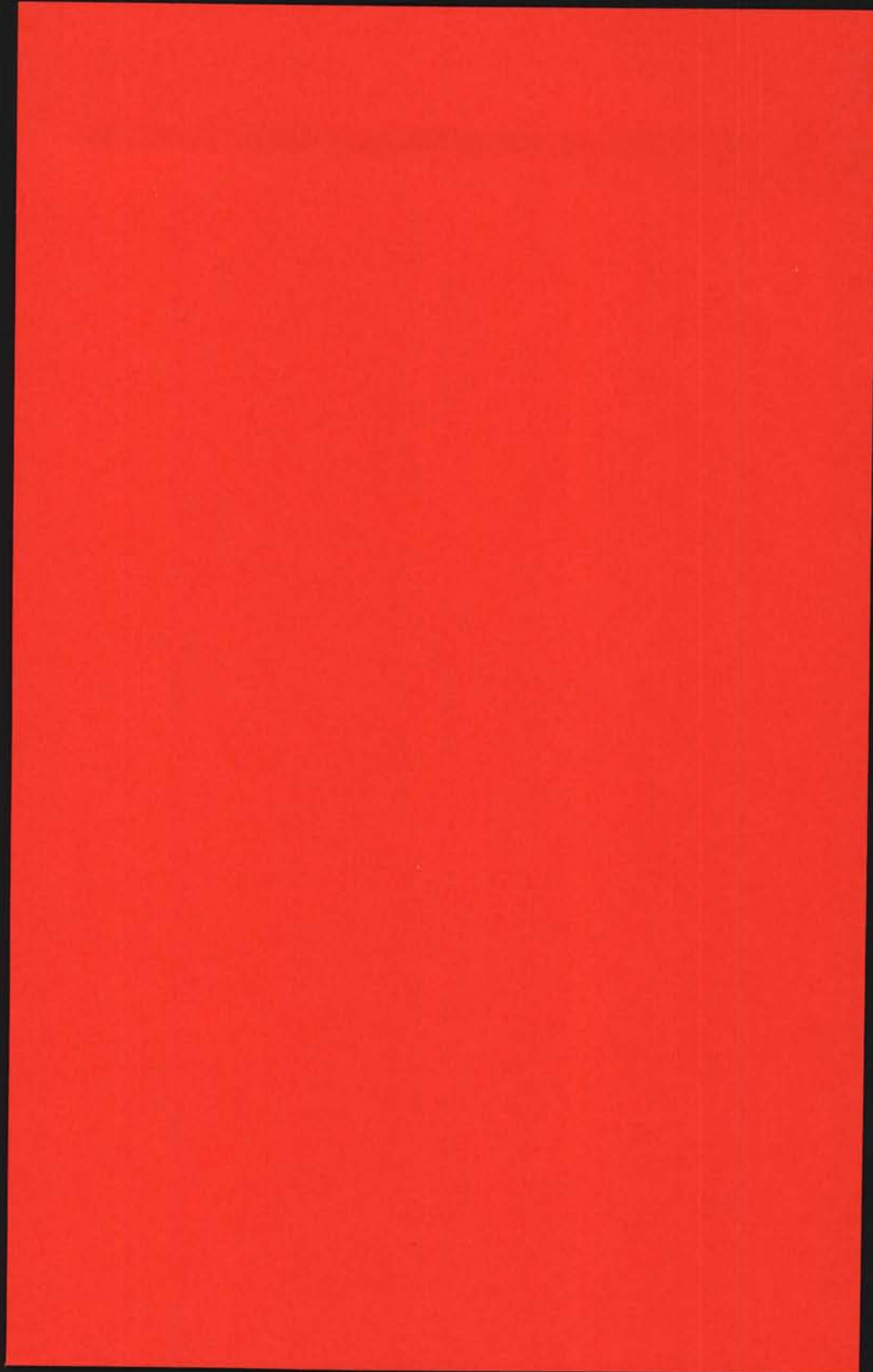
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*Fennville Public Schools*

***FPS AND FEA  
MASTER CONTRACT***

**SEPTEMBER 1, 1990  
TO  
AUGUST 31, 1993**

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University



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**AGREEMENT**

**FENNVILLE PUBLIC SCHOOLS  
AND  
FENNVILLE EDUCATION ASSOCIATION**

This agreement is made and entered into on this 1st day of September, 1990 by and between the Board of Education of Fennville Public School District of Fennville, Michigan (hereinafter referred to as the "Board") and the Fennville Education Association (hereinafter referred to as the "Association"). It supersedes and cancels all previous agreements, verbal or written. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

## ARTICLE I

### RECOGNITION

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

- pre-kindergarten through grade 12 teachers
- specialty teachers
- counselors
- librarians
- teacher/principals (administrators)
- school social workers and psychologists

but excluding:

- temporary employees
- evening and/or summer school teachers
- teachers' aides
- personnel having administrative or supervisory duties of more than 50% of their work assignments

#### Definitions:

Teacher shall mean any employee represented by the Association who is employed by the Board to teach pre-school through grade twelve (12) for the regular school year.

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

Teacher/Principal (Administrator) shall mean a teacher who spends a portion of the work day, week, or year performing supervisory or administrative duties. Certified persons who devote more than 50% of their time to administrative assignments shall be considered full-time administrators for purposes of this Agreement.

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

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

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

ARTICLE II  
ASSOCIATION SECURITY

- A. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment, pay a service fee to the Association in an amount equivalent to the dues uniformly required to be paid by members of the Fenntville Education Association; provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Article III of this Agreement or he/she shall pay in a lump sum the fee in its entirety within thirty (30) days of commencement of teaching duties. In the event that a teacher shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, as provided in Article III of this Agreement, the Board shall, at the request of the Association, terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.
- B. The procedure in all cases of discharge for violation of this Article shall be as follows:
1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge will be filed with the Board in the event compliance is not affected.
  2. If the teacher fails to comply, the Association will file charges, in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of Non-Compliance and Proof of Service shall be attached to said charges.
  3. The Board, only upon receipt of said charges and request for termination, shall conduct a due process hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges will be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Service Fee.
- C. The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this Article. The Association has the right to choose the legal counsel to defend any said suit or action.

### ARTICLE III

#### PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTION

- A. Local, MEA and NEA dues levied by the Association, in accordance with its constitution and by-laws and in accordance with any State or Federal law in existence, shall be deducted by the payroll clerk, acting as the agent of the Board, from the wages of all employees who individually and voluntarily certify in writing, each year, to the aforementioned agent of the Board, that they authorize such deduction, or a teacher shall pay such dues each year in a lump sum.
  1. Pursuant to such authorization the payroll clerk, acting as the agent of the Board, shall deduct one tenth of such dues from the first regular salary check from which the aforementioned agent of the Board would normally deduct these dues, of each month for ten months, beginning in September and ending in June of each year.
  2. Deductions for teachers employed after the start of the regular school year shall be appropriately prorated to complete payments by the end of the regular school year.
  3. The teachers who pay in a lump sum shall do so prior to receiving their first regular salary check from which the payroll clerk, acting as the agent of the Board, would normally deduct these dues. Failure to authorize payroll deductions or pay in a lump sum shall classify a teacher as a candidate for discharge and provisions of Article II shall apply.
- B. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees promptly to remit monthly that portion allocated to the Association and the balance for both the NEA and MEA, to the Association, accompanied by an alphabetical list of teachers from whom such deductions have been made, categorizing them to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. The Association agrees to promptly advise the Board of all members of the Association, and indicating any changes in personnel from the list previously furnished. The Association agrees to promptly advise the Board of all members of the Association in good standing and from time to time furnish any other information needed by the Board to fulfill the provisions of the Article, and not otherwise available to the Board.
- C. Any special fees levied by the Association shall be collected by the Association in their entirety from teachers leaving the system prior to June, or entering the system after September; however, membership dues shall be collectable by the payroll clerk, acting as the agent for the Board, only for those months or portions thereof that a teacher is in the system.
- D. The right to refund, to teachers, monies deducted from their salaries under such authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the payroll clerk, acting as the agent of the Board, and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to indemnify and hold harmless the Board for all sums proven to have illegally or improperly deducted and/or remitted to the Association.

- E. The Board shall also make payroll deductions upon authorization from the teachers for any plan or programs jointly approved by the Association and the Board.
- F. The Association agrees to hold the Board harmless from any action growing out of these deductions, and assumes full responsibility for the disposition of all funds turned over to the Association.



#### ARTICLE IV

##### ASSOCIATION AND TEACHER RIGHTS

- A. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 370 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any lawful activities of the Association, or collective professional negotiations with the Board or his institution of any grievance. The Board and Association mutually agree and support the principle that no employee will be discriminated against with respect to age, sex, race, heritage, or any other matter regarding human rights.
- B. The Association may have the right to use school faculty rooms and cafeterias, without charge, for professional meetings during those times when the building is regularly covered by the custodial staff. Room clearance shall be made with the administrator appointed by the Board for this responsibility and such meetings shall not interfere with regularly scheduled school activities or teacher responsibilities. Association meetings shall be scheduled to occur after duty hours and the Board shall respect the scheduled meetings which have been properly cleared with the administrator appointed by the Board for this responsibility.
- C. No teacher shall be prevented from wearing insignia, pins, or other such identification of membership in the Association either on or off school premises.
- D. The Association may use teacher mail boxes for Association correspondence after providing the administrative unit principal with a copy of such correspondence. Correspondence distributed in teacher mail boxes shall be clearly identified as being distributed by the Association.
- E. Bulletin boards in faculty rooms may be used by teachers in such ways to avoid student involvement in organizational affairs and are subject to the control of the administrative unit principal.
- F. When requested for negotiation purposes, the Board will provide, at the written request of the Association, available information concerning the budget, which has been submitted to, and approved by, the Board of Education at a regular meeting, or to another governmental agency, and factual information concerning the financial resources of the School District.
- G. When requested for the processing of grievances, the Board will provide, at the request of the Association, such information as will be necessary for the Association to process those grievances, with the exception of confidential files.
- H. To obtain information as outlined in "F" and "G" above, the Association will be required to specify the information desired and to give the purpose for which it is desired.

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

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

- J. A teacher shall at all times be entitled to have present a representative of the Association when being reprimanded, warned or disciplined for any infraction of rules, or for the delinquency in professional performance. In such cases, the nature of the meeting shall be clearly stated to the teacher beforehand. Prior to a scheduled meeting, the teacher shall determine whether he/she wants representation. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. Equal rights shall also be granted to Board representatives. The Association agrees that representation shall be available as soon as possible but within no more than three (3) working days.
- K. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived from the exercise of his/her profession as a tenured teacher without just cause. The non-renewal of a probationary teacher shall be governed exclusively by the procedures set forth in the Michigan Tenure Act and Article XVIII (E) of this Agreement. All information forming the basis for disciplinary action and/or failure to rehire shall be made available to the teacher prior to summary action.
- L. The Association shall have the right to use school facilities and equipment when such equipment is not otherwise in use and prior approval has been granted by the administrative unit principal. The Association shall pay for the cost of all materials and supplies incident to such use and consistent with the Board of Education policies.
- M. The Board may consult with the Association on any new or modified fiscal, budgetary, or tax programs, construction programs or major revisions of educational policies, which are proposed or under consideration; and shall inform the Association or affected staff of any resulting decision prior to the implementation of same.

## ARTICLE V

### REPRESENTATION

- A. The employees of the Board covered by this Agreement shall have the right to be represented by Association Representatives who shall be tenure employees of the Board and may be selected in any manner determined by the Association. The term "Association Representative", when used throughout this Agreement, shall refer to those individuals who are selected to represent teachers in each distinct administrative unit.
- B. The Board shall recognize such Association Representatives as provided herein and as are certified in writing to the Board by the Association promptly after their selection for office.
- C. Association Representatives and officers of the Pennville Education Association have regular school duties to perform and shall not leave these duties, nor be interrupted from these duties by administrators, without mutual consent, for purposes of conducting Association business; i.e. Association business during duty time initiated by Association Representatives and/or officers of the Pennville Education Association shall be with approval of the administrative unit principal. Association business initiated by administrators shall be with the approval of the Association member whose duty time will be interrupted.
- D. Duly authorized agents of the Association shall have access to school facilities during teachers' working hours to transact official Association business; provided however, there is no interruption of the school working schedule, and the agent(s) must first check into the administrative unit principal's office and receive permission to transact their business.

For the purpose of administering this section, working hours are understood to be consistent with Article XI, Section A, Teacher Hours, but the time provided in Section B of Article XI is not to be included in working hours.

- E. Association Representatives should meet with their administrative unit principal monthly, or more frequently as requested by either party. The meeting time will be by mutual consent.
- F. The teacher is reserved the right to communicate all complaints to the appropriate Association Representative and/or administrative unit principal at such time as they shall occur.

## ARTICLE VI

### SCHOOL AND ADMINISTRATIVE RIGHTS

- A. There is reserved exclusively to the Board all responsibilities, powers and rights designated it by the laws and Constitution of the State of Michigan and the United States of America, excepting where expressly and in specific terms limited to this agreement. These responsibilities, powers and rights shall include but are not limited to:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
  2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees. For purposes of this Agreement, assignment is placement within an administrative unit, and transfer is movement between administrative units;
  3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
  4. To decide upon the means and methods of instructions, including the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature; Department Chairpersons shall be consulted for recommendations;
  5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
- B. It is agreed that the Board retains the right to enforce rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions, consistent with the existing personnel policies and the terms of this Agreement.

## ARTICLE VII

### STUDENT DISCIPLINE AND PROTECTION OF TEACHERS

- A. 1. It is recognized that student discipline problems can be dealt with most effectively when teachers, administrators and the Board of Education are working in unison to provide a constructive educational setting. The Employer, in consultation with teachers, shall promulgate rules and regulations setting forth the provisions to be utilized in disciplining, suspending and expelling students for misbehavior. Such consultations shall have taken place by May 15 of each school year; times and dates to be established by the administrative unit principal. Copies of such rules and regulations shall be distributed to each teacher on Orientation Day at the beginning of each school year. Teachers shall be notified of any procedural changes adopted during the school year.
2. Upon receipt of a complaint from a teacher that he/she has been physically assaulted by any student(s) and/or verbally or physically threatened with bodily harm by any student(s), the administrative unit principal shall promptly relieve the teacher of the responsibility for supervision and/or instruction of the student(s) pending an investigation and disposition of the complaint. The teacher shall provide the administrator with a written statement, describing the particulars of the incident, at the time that the complaint is made.
- B. Any case of assault upon a teacher resulting from school associated duties shall be reported immediately, and confirmed in writing within 48 hours, to the Superintendent or his designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and render all assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities, provided that it has been determined that the teacher has acted within the scope of School and Administrative Policy. Whether a teacher has acted within the scope of School and Administrative Policy shall be considered a grievable issue and, if necessary, shall be determined through such channels.
- C. If any teacher gets legally involved because of disciplinary actions taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense provided that it has been determined that the teacher has acted within the scope of School and Administrative Policy. Whether a teacher has acted within the scope of School and Administrative Policy shall be considered a grievable issue and, if necessary, shall be determined through such channels.
- D. Lost Time and Worker's Compensation
  1. Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Worker's Compensation, shall not be charged against the teacher provided that it has been determined that the teacher has acted within the scope of School and Administrative Policy. Whether a teacher has acted within the scope of School and Administrative Policy shall be considered a grievable issue and, if necessary, shall be determined through such channels. Should there be

a delay in obtaining Worker's Compensation benefits, the teacher will be allowed to use disability benefits (i.e. sick leave days). Upon settlement of Worker's Compensation, the teacher will pay back to the Board any duplicated monies. Used sick leave days will be replaced into the teacher's account.

2. A teacher in the process of filing for Worker's Compensation and unable to continue his teaching duties for the remainder of his Contract for a reason related to the incident, shall also receive the normal fringe benefits to which he/she is entitled for the normal length of time as if he/she were teaching. At the point in time when Worker's Compensation does go into effect, only those benefits not covered under Worker's Compensation shall continue to the teacher until August 31 of the contractual year in which he/she was injured. If a teacher must be on a disability leave for a period of time into his next contractual year, he/she may elect to continue his benefits at his own cost at the group rate until he/she is able to return to work.
- E. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty if resulting from such previous assault. If a teacher is injured while in the line of duty, free medical, surgical or hospital care will be furnished by the Board to an accredited hospital, provided the injury is reported immediately and confirmed in writing, within 48 hours after such injury, to the extent provided by Worker's Compensation and in a case where the teacher has exhausted the extent of his personal insurance provided it has been determined that the teacher has acted within the scope of School and Administrative Policy.
  - F. A teacher may use such force as is necessary to protect himself/herself, or to prevent injury to another student, or damage to school property. A teacher may use such disciplinary action as allowed with existing School Board Policy and State Laws to insure proper classroom atmosphere.

## ARTICLE VIII

### PROFESSIONAL RESPONSIBILITIES AND BEHAVIOR

- A. Teachers are expected to dress appropriately as members of the teaching profession and all employees covered by this Agreement are encouraged to maintain their personal grooming habits consistent with their professional status.
- B. Teachers shall be expected to exercise reasonable care with respect to the safety and responsibilities to students and property within the scope of Michigan General School Laws (1973), Board Policies and administrative regulations. Said policies and regulations shall be made available in the administrative unit principal's office for teacher use. Teachers will be notified in writing of changes thereto, prior to implementation.
- C. During the school day teachers are responsible for student supervision at all times unless on a designated planning period or duty-free lunch period, provided such supervision does not exceed an average of six (6) hours. During other times, teachers who are sponsors of activities are responsible for student supervision.
- D. On the first teacher duty day of each school year, teachers shall be asked by the administrative unit principal to volunteer for class sponsorship. Teachers who volunteer to sponsor grades 8-12 are volunteering to stay with the same class of students until they graduate.

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

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

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

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

- E. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher, reflect adversely upon the teaching profession and create undesirable conditions in the school building, and may be subject to disciplinary action according to a progressive discipline procedure.



- F. 1. The Administration and the Association recognize that teaching is a profession. Likewise they recognize that teachers should, therefore, conduct themselves as professionals.
- 2. If an administrative unit principal feels that a teacher is guilty of unethical conduct in his service to the Board, he/she shall immediately have a conference with the teacher concerning the alleged violation. If the alleged violation is to be handled with disciplinary action by the administrative unit principal, the administrative unit principal will inform the teacher of the disciplinary action to be taken and also, whether or not a copy of the action to be taken will be placed in the teacher's personal file.
- G. Any suspension greater than one day, or a discharge, shall be handled by the administrative unit principals and the Board.
- H. Any action taken under this Article with which the teacher disagrees shall be processed through the grievance procedure, provided such action is not expressly excluded from the grievance procedure.
- I. Any complaint upon which disciplinary action is contemplated or taken by the district against a teacher must be in writing and signed by the complainant. The teacher cited in such a complaint shall be verbally advised of the general nature of the complaint by the end of the next regular work day and shall be notified in writing within a reasonable amount of time. The complaint shall not be placed in the teacher's official employment file without prior written notification to the teacher.



## ARTICLE IX

### LONG TERM LEAVES OF ABSENCE

#### A. Paid Sabbatical Leave

1. Upon written application to the Superintendent/Board of Education, at least 90 calendar days prior to the desired leave date, a teacher who has been employed for seven (7) consecutive years by Fennville Public Schools may be granted a sabbatical leave of up to two (2) semesters for professional improvement. It is agreed that professional improvement includes, but is not limited to, attending a college, university, or other educational institution, and travel which will improve the teacher's ability to provide educational service.
2. During the sabbatical, the teacher shall be considered to be in the employ of the Board, shall have an individual contract, and shall be paid one-third (1/3) his/her salary that would have been received if he/she had been a full-time employee during the time of the granted sabbatical leave. He/She shall also receive full insurance benefits, and shall be offered the same position or a position of like nature upon return at the close of the leave, unless conditions as described in Article XX, Clause C shall come into effect, in which case, the provisions of that clause shall prevail. Furthermore, seniority shall accrue during this leave; and upon return, he/she shall be placed on the salary schedule as he/she would have been if he/she had worked in the district during the sabbatical period.
3. The Board shall not be required to grant more than two (2) such leaves at any one time.
4. All things being equal, seniority may be used to grant sabbatical leaves with the person(s) possessing the greatest amount of seniority receiving the leave first, provided the qualifications identified herein are met by the person(s) requesting sabbatical leave.
5. Sick leave and personal business days shall not accrue during the sabbatical leave, but the teacher shall retain existing sick leave credit.
6. At the end of the sabbatical leave, the teacher shall return to the school system for at least one full school year. In the event he/she chooses not to return, reimbursement of compensations shall be made to the school system by the said teacher within 90 days of the end of the leave, according to terms of the sabbatical leave contract to be signed prior to the commencement of such leave.

#### B. Unpaid Professional Improvement, Travel, Exchange Teaching Leave

1. Upon written application at least 90 calendar days prior to the desired leave date, a teacher may be granted a leave of absence of up to one (1) year for purposes including, but not limited to, participation in exchange programs in other states, territories, or countries, foreign, or military teaching programs, Peace Corps, Teacher Corps, Job Corps,

or a cultural travel or work program related to his professional responsibilities.

2. During such leave of absence, the teacher shall have the option to continue his insurance benefits at the group rate at his own expense for the duration of the leave. He shall be offered the same position or a position of like nature upon return at the close of the leave, unless conditions as described in Article XX, Clause C shall come into effect, in which case, the provisions of that Clause shall prevail. The Board has the option to renew this leave for an additional one (1) year at the written request of the teacher. Conditions of a second-year leave will be at the Board's discretion.
3. Sick leave and personal business days shall not accrue during the leave, but the teacher shall retain existing sick leave credit.
4. The teacher shall be placed on the next step of the salary schedule from which he/she went on leave if he/she has taught at least a full semester immediately prior to the leave date. If the employee has not taught a full semester immediately prior to the leave date, then he/she shall remain on the salary schedule step from which he/she went on leave.
5. Seniority shall not accrue during such leave, however, no earned seniority shall be lost.

C. Unpaid Child Care Leave

1. Upon written application at least sixty (60) calendar days prior to the desired leave date, the Board shall grant to an employee a child care leave without pay for a period of up to one year, for the purpose of child birth and/or parental care of his/her newborn or newly adopted child.
2. The teacher shall be offered the same position or a position of like nature upon return at the beginning of the next semester following the expiration of the leave.
3. The teacher may request a renewal of this leave for an additional one (1) year in writing which may be granted or denied at the discretion of the Board. Conditions of a second year leave will be at the Board's discretion.
4. Seniority shall not accrue during such leave; however, no earned seniority shall be lost.
5. The teacher shall be placed on the next step of the salary schedule from which he/she went on leave if he/she has taught at least a full semester immediately prior to the leave date. If the employee has not taught a full semester immediately prior to the leave date, then she shall remain on the same schedule step from which she went on leave.
6. Sick leave and personal leave days shall not accrue during the leave, but the teacher shall retain existing sick leave credit.

D. Other Unpaid Leaves of Absence

1. All other leaves of absence will be at the discretion of the Board. The teacher receiving such other leave may elect to continue insurance benefits at the group rate at his own expense during the approved leave.
2. The teacher shall be offered the same position or a position of like nature upon return at the beginning of the next semester following expiration of the leave.
3. Seniority shall not accrue during such leave; however, no earned seniority shall be lost.
4. The teacher shall be placed on the next step of the salary schedule from which he/she went on leave if he/she has taught at least a full semester immediately prior to the leave date. If the employee has not taught a full semester immediately prior to the leave date, then he/she shall remain on the salary schedule step from which he/she went on leave.
5. Sick leave and personal business days shall not accrue during the leave, but the teacher shall retain existing sick leave credit.

E. General Conditions Applicable to Appropriate Article IX Leaves

1. The Board may waive the 90 calendar-day or 60 calendar-day advance application requirement if circumstances are such that the applicant cannot comply with it.
2. The employer shall not be held liable for death or injuries sustained by a bargaining unit member while that person is on any type of leave described in this Article.
3. A written notice of intention to either return or resign shall be given the Superintendent of Schools at least ninety (90) calendar days prior to the expiration of the leave. Failure to give said notification within the designated time will automatically constitute a resignation.
4. Any employee who willfully falsified his reason for a leave of absence shall be considered to have breached this Contract. The Association recognizes the seriousness of this action on the part of the teacher. The Board agrees that all such cases will be handled in accordance with procedures specified in the Michigan Tenure Code. This action of the Board shall not be grievable.

## ARTICLE X

### GRIEVANCES AND GRIEVANCE PROCEDURE

- A. It is the intent of the parties to this Agreement that the procedure set forth herein shall serve as a means for the peaceful settlement of all disputes that arise between them. A grievance shall exist when an employee or a group of employees believes there to be a violation, misinterpretation, or misapplication of this Agreement.
- B. Structure and Definitions
1. There shall be at least one Association Representative in each administrative unit. (These representatives shall be tenure teachers and will be selected in a manner determined by the Association with immediate notification of those selected given to the Superintendent's Office.)
  2. The Association shall establish a Professional Rights and Responsibilities Committee, composed of the Association Representatives described in 1, which shall serve as the Association Grievance Committee. In the event that any Association Representative or any member of the P R & R Committee is a party in interest to the grievance, he/she shall disqualify himself/herself as a representative and a substitute shall be named by the Association.
  3. The administrative unit principal shall be the Administration's representative when a grievance arises in his/her administrative unit.
  4. The Board hereby designates the Superintendent as its representative.
  5. Any reference made to days in this Article is understood to mean scheduled working days with the exception of the end of the school year. It is agreed to by both parties that all grievances must be settled or attended to prior to the end of the school year in which they occur.
- C. Step One A grievance shall exist when a request by a teacher or his Association Representative has been rejected or not acted upon by the teacher's administrative unit principal. This request must be made not later than seven (7) working days after the alleged incident took place or from the time that the teacher first learned that he/she had grounds for such a claim. Once the administrative unit principal has been made aware verbally of the alleged incident, he/she will have three (3) working days to give his answer to the teacher concerned and/or the Association. When the administrative unit principal's answer is not satisfactory to the concerned teacher, and he/she continues to feel that he/she has a grievance that warrants further consideration, the situation shall be handled in the following manner.
- D. Step Two The grievance shall be reduced to writing on the Association's standard grievance form, and submitted to the administrative unit principal involved, no later than two (2) working days after the administrative unit principal has rendered his answer in C above. The grievance shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated

by the appropriate reference, shall state the contention of the employee with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee. The grievant and/or the Association Representative, administrative unit principal, and Superintendent will meet within two (2) days in an attempt to settle the grievance. The Association Representative and the Superintendent shall be mutually responsible for the scheduling of this meeting within specified time limits. If the grievance is not settled in Step Two, then the grievance may be appealed to Step Three by filing a copy of the grievance with the Superintendent within two (2) days after the Step Two answer is rendered.

- E. Step Three The Superintendent and/or other representatives of the Board and representatives of the Association shall meet within five (5) working days, unless a longer time is mutually agreed upon between the parties, after working hours, in an attempt to settle the grievance. The answer from this step will be forthcoming at the conclusion of this meeting. The Association Representative and the Superintendent shall be mutually responsible for the scheduling of this meeting within specified time limits. Should the grievance remain unresolved, the grievance may be submitted to mediation for attempted resolution by filing a request for mediation in writing with the Michigan Employment Relations Commission within two (2) days after the Step Three answer has been rendered.
- F. Step Four During the fifteen (15) day period following the completion of this mediation process given in step three of the Grievance Procedure, the Association may, by giving written notice to the Superintendent, elect to submit the grievance to arbitration. Only the President and/or the Executive Board of the local Association shall have the right to determine whether the grievance is qualified to be submitted for arbitration by the Association. The Association and the Superintendent shall join in asking the American Arbitration Association to submit a panel of five (5) names. The parties shall then alternately, the Superintendent being first, cross off names until one remains. The American Arbitration Association shall then be requested to appoint the person who was selected in the above manner to serve as the arbitrator.

Neither the Association nor the Superintendent shall cross off all the names on the submitted list unless accompanied with written facts showing that all the names submitted have backgrounds or experiences which are unfavorable for an unbiased decision in the case involved.

- G. Powers of the Arbitrator: It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of all alleged violation of the specific articles and sections of this Agreement.
1. He/she shall have no power to establish salary scales or change any salary.
  2. He/she shall have no power to rule on any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matters subject to the procedures specified in the Teacher's Tenure Act, MCL 38.71 et seq. He/she shall have no power to rule the termination or non-renewal of any tenure or probationary teacher. Further, he/she shall have no

power to rule on the placement of a probationary teacher on a third year of probation.

3. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first rule on the question of whether the grievance is arbitrable under the terms of this Agreement. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be returned to the parties without a decision or recommendation on its merits.
4. The arbitrator will give a written decision within thirty (30) days after the final hearing. This decision will be final and binding upon both the Board and the Association.
5. There shall be no appeal from an arbitrator's decision if within the scope of authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved, and the Board. The Association shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an arbitrator nor shall the Association or its members by any other means attempt to bring about the settlement of any grievance.
6. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called upon by the other.
7. Claims for Back Pay: All grievances must be filed in writing within three (3) days from the time the alleged violation was to have occurred or from the time that the teacher first learned he/she had grounds for such a claim. The Board shall not be required to pay back wages more than three (3) days prior to the date a written grievance is filed.
  - a. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source during the period of the back pay.
  - b. No decision in any case shall require a retroactive wage adjustment in any other case.
8. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- H. It is the intention of the parties hereto that the procedures set forth herein shall serve as a peaceful means for the settlement of any dispute which may arise between them as to the interpretation or application of this Agreement. Therefore, the Association and its members, individually and collectively, agree that during the term of this Agreement there shall be no strikes, stoppage of work, slow-down or sit-down; and the Board agrees that it will not institute any lockout during the term of this Agreement.



## ARTICLE XI

### TEACHING HOURS

- A. All teachers are to be on duty a maximum of seven (7) hours according to the schedule set up by the administrative unit principal, except that on Fridays and on the last student day preceding a scheduled holiday recess the teacher work day shall terminate five (5) minutes following departure of the afternoon buses. Part-time teachers' classes will be scheduled consecutively whenever possible.
- B. All teachers shall be entitled to a duty-free uninterrupted lunch period equivalent to, but in no event less than thirty (30) minutes, before and after which they are expected to perform duties as assigned by their administrative unit principal. In no case shall the thirty (30) minute lunch period be assigned anytime before the lunch room is opened or anytime after the lunch room has been closed. However, nothing in this Article shall prevent a teacher from voluntarily accepting a lunch period when the cafeteria is closed.
- C. The normal weekly teaching load for all employees covered by the Agreement will not exceed an average of five and one half (5 1/2) hours of pupil contact per day. In no event shall length of class day be lengthened unless by mutual agreement. Assignment to supervise a study period shall be considered a teaching period for purposes of this Article.
- D. Class schedules, hours of instruction, etc., are recognized as administrative and Board of Education prerogatives as outlined in Article VI of the Contract.
- E. Secondary teachers shall have a planning/conference period at least fifty-five (55) minutes per day. Elementary teachers (Grades 1-7) shall have an average of fifty-five (55) minutes per day. Teachers of special subjects will be guaranteed conference time equal to two (2) recess periods per day. Regular classroom teachers accepting the responsibilities of a special teacher will be reimbursed at the rate of \$10.00 per period.

Hours of kindergarten teachers will be determined by the administrative unit principal at the beginning of each school year but in no event will be longer than the other elementary teachers. If music and physical education are available to Kindergarten classes, they will have music and physical education not to exceed two (2) such activities per week per Kindergarten session.

- F. If the administrative unit principal requests that teachers supervise students in excess of the times specified in Article VIII (C) and Article XI (C), the teacher may select one of the following three (3) options:

Option 1: Leave school early by an amount of time equal to the amount of excess supervision time.

Option 2: Arrive at school later by an amount of time equal to the amount of excess supervision time.

Option 3: The teacher will be paid \$75 each semester per 15 minute weekly assignment.

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

Nothing in this Article shall prevent a teacher from accepting extra supervisory duty.

- G. Deviations from the schedules are permitted by the administrative unit principal to provide time for special programs of an infrequent nature during the normal school day.
- H. Attendance at entire staff meetings called by the Superintendent of Schools is mandatory, unless excused by previous arrangement by the Superintendent.
- I. Administrative unit meetings will be called by the administrative unit principal when necessary and attendance shall be mandatory unless excused by previous arrangement with the administrative unit principal. These meetings shall be held on a predetermined weekday to be established by September 15th of the school year. There shall be no more than 10 meetings of not more than one (1) hour each.



## ARTICLE XII

### TEACHING CONDITIONS, ASSIGNMENTS AND CLASS LOADS

- A. Parties hereby agree to establish a six (6) member Professional Study Committee prior to orientation day. The purpose of this committee shall be to investigate and study such matters as shall be referred to it by the Association or the Board. The Superintendent will submit three (3) names, one (1) of which will be a Board Member, and the Association President shall submit three (3) names, making sure each administrative unit is represented.

At the initial fall meeting, a seventh (7th) member shall be selected as chairperson from one of the following categories:

- a. A Board Member;
- b. A former educator living in the community;
- c. The Association Vice-President

If no one can be found in category a, proceed to category b. If no one can be found in category b, the Association Vice-President shall be the chairperson.

Proposals growing out of this committee's study and investigations shall be submitted to the person or persons who can take appropriate action. The committee shall have advisory power only, except for teacher evaluation referrals (Article XIX, Clause F), and shall provide the board with regular reports of its activities.

- B. The administration and any department chairperson will confer, at the request of either party, for the purpose of improving the selection and use of educational equipment and materials. They will undertake to implement these joint decisions within the scope of their financial ability and authority. The Board agrees to keep the above-mentioned equipment in good working order and to supply materials needed to maintain effective educational programs, in keeping with the Board's adopted budget.
- C. The Board shall make available in each school at least one room, appropriately furnished, which shall be reserved for use as a faculty room. This room shall be available to educational staff provided that, at times, teaching personnel may reserve it for special meetings, at which time it is understood that other working personnel shall be excluded. This room shall not be open to students during the normal time it is being used by teachers. Provision for such facilities will be made in all future buildings with the exception of buildings in temporary use.
- D. Access to school telephones in a private area shall be made available to teachers for official, confidential school business use.
- E. Only upon the request of the Association shall vending machines be permitted in the teachers' lounge. The Association will be completely responsible for these machines and will therefore receive any proceeds realized from the machines.
- F. Adequate off-street parking will be provided and properly maintained.

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

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

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

I. If a teacher accepts a classroom assignment during a planning period on a temporary basis, additional compensation will be \$20.00 per hour. If a teacher accepts a classroom assignment during a planning period on a permanent basis, the compensation will be 1/1110th of current salary.

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

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

L. 1. In the event of a full day absence of an administrative unit principal, a substitute will be designated by him/her to act in his place and the Association Representative of that administrative unit shall be advised who is so designated.

2. In the event a regular classroom teacher would be so designated, a substitute teacher shall be hired to assume his normal classroom duties.

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

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

b. assure that class size will be appropriate to the room assigned and the equipment and materials available;

- c. place the best interest of sound education as the first priority within the framework of existing financial conditions;
- d. recognize the recommendation of the Professional Studies Committee pertaining to the educational validity of disproportionate pupil-teacher ratios.

## ARTICLE XIII

### ILLNESS OR DISABILITY

- A. At the beginning of each school year each teacher will be credited with a ten (10) day sick leave allowance to be used for absences caused by illness or physical disability of the teacher. The unused portion of such allowance shall accumulate from year to year to 140 days retroactive.

The Board shall furnish a written statement to each teacher at the beginning of each school year setting forth the total of sick leave credit.

If a teacher becomes injured or ill due to, or while working on another job outside of his/her school related duties, sick leave allowance granted under this provision shall not be applicable or collectable.

Doctor and dental appointments constitute proper use of sick leave allowance when related to a current illness or disability.

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

1. If a teacher accumulates the maximum number of sick days (140) by the last day of school each year, the teacher can use up to ten (10) days to gain reimbursement for college/university credit by the following formula: 10 days x \$20.00 = \$200. In August, the Business Office will add ten (10) days to the accumulation to bring the total to 140.
  2. If a teacher accumulates a number of days between 131 and 140 by the last day of school each year, the teacher can use a number to gain reimbursement for college/university credit by the following formula: 1 day x \$20.00 = \$20. 2 days x \$20.00 = \$40., etc. In August, the Business Office would add the number of days to accumulation to bring the total to 140.
- B. There shall be allowable an absence with pay up to a total of five (5) days work in any school year for each of the categories enumerated below:

1. Death in the teacher's immediate family of:

Father	Step-Mother
Mother	Step-Father
Daughter	Step-Daughter
Son	Step-Son
Husband	Aunts
Wife	Uncles
Brother	Grandparents
Sister	Grandchildren
In-laws (mother, father, son, daughter)	

2. Emergency illness in the teacher's immediate family (Same list as in Section 1).

Such unused days in any year shall not be cumulative. Employees shall furnish the Board, upon request, with the proper proof of such illness and relationship, and the taking of such time and pay under false representation shall be considered cause for dismissal.

- C. A tenured teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness but not to exceed one year. Renewal of such a leave due to a continuation of the same illness shall be left to the discretion of the Board. A request for such leave must be in writing prior to the depletion of the accumulated sick leave. Upon return from such leave, a Doctor's release shall be required by the Board, and the teacher shall be placed on that step of the salary schedule from which he/she went on leave.
- D. A teacher absent from work because of mumps, scarlet fever, measles or chicken pox shall suffer no diminution of compensation and shall not be charged with loss of personal sick leave for a period not to exceed ten (10) work days. Thereafter, the teacher shall commence his/her accumulated sick leave.
- E. Any teacher who is absent because of an injury or disease compensated under the Michigan Worker's Compensation Law, shall receive remuneration allowed under this section to compensate the individual for the difference received from Worker's Compensation and their regular salary up to the limit of their accumulated sick leave.
- F. Teachers will recognize that allowable days absence with pay is a convenience to them only when necessary and not days to which they are entitled, and will use them only for the purpose they are intended. The Board may require, at its discretion, physician's proof of illness for personal sick leave taken under this Article. Any employee returning to work following a leave of absence granted for medical reasons must have a release from his doctor before returning to work.
- G. During the term of this Contract, the Board and Association can establish a sick bank by mutual agreement.

#### ARTICLE XIV

##### PERSONAL BUSINESS/AUTHORIZED ABSENCES

- A. Each teacher shall be allowed one (1) leave day per year. No leave days shall be granted before or after a vacation or recess period, before or after a holiday, the first or last day of the school year or during Parent/Teacher Conferences. Requests for leave must be made forty-eight (48) hours prior to the leave day, except in case of emergency. Requests for leave days shall be made to the teacher's building principal.

Not more than one (1) teacher may be gone per day from each administrative unit.

If the leave day is not used, it will be added to the teacher's sick leave accumulation.

- B. The Superintendent may grant approval, upon application, for a special leave up to ten (10) school days. When this leave is granted, for the first two (2) consecutive days, the substitute rate of pay shall be deducted from the teacher's salary. For days three (3) through ten (10) inclusive, 1/184th of the teacher's salary shall be deducted for each day of absence. Provisions of this clause may be waived by mutual consent of the Superintendent and the teacher.
- C. A leave of absence shall be granted a teacher called for jury duty and the Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports for or performs jury duty on which he/she otherwise would have been scheduled to work. The Board reserves the right to have the employee excused from jury duty and the employee agrees to assist the Board in this effort if requested.

ARTICLE XV

SHORT-TIME PROFESSIONAL LEAVES

- A. 1. Teachers may be granted a leave of absence not to exceed two (2) days a year for administration meetings, clinics, workshops, curriculum studies or other conferences of an educational nature. The number of teachers allowed to leave at any one time will be at the discretion of the administration. Teachers shall notify the Superintendent or his designee in writing, three (3) days prior to date of desired absence.
- 2. The registration fee for such conferences shall be paid by the Board. Other expenses incurred such as transportation, meals and lodging will be reimbursed the teacher up to a total of thirty (30) dollars a day or a maximum of sixty (60) dollars a year.
- 3. Such approved conferences attended on the teacher's own time will not be counted toward the two days allowed each year, but expenses reimbursed will be counted toward the annual limit of sixty (60) dollars.
- B. Written applications for professional leave reimbursement are to be submitted to the administrative unit principal for approval as far in advance as possible.
- C. Conference attended by the teacher at the request of the administrative unit principal and Superintendent will not be charged against the allowable totals.
- D. Any association committee or delegates required to be present at any Association meeting for a period of time not exceeding two (2) days shall be granted a leave of absence without loss of pay; provided that such leave is requested at least one (1) week in advance or does not unduly interfere with the normal school day procedures, and that those employees desiring a leave of absence under this section shall not exceed two (2) in number, unless a higher number is mutually agreed upon by the Board and the Association.

ARTICLE XVI

INSURANCE

- A. The board shall pay, per month, the following premium for all members of the bargaining unit with part-time teachers prorated:

1. Part A - MESSA Pak - for 1990-91, an amount equal to the amount paid in 89-90, plus 93% of the premium increase.

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

OR

2. Part B - MESSA PAK - for 1990-91, an amount equal to the amount paid in 89-90, plus 93% of the premium increase.

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

In addition, the Board agrees to pay members choosing Part B, \$75.00 per month annuity into a company selected by the Association, from the Board approved list.

3. Beginning July 1, 1991, the Board shall continue the above programs and pay 93% of the premium increase for Part A and Part B, for each subsequent year of this contract.
- B. Notwithstanding anything herein contained, it is agreed that in the event the Board is delinquent at the end of the monthly period in the payment of premiums, and after the then President-elect of the FEA shall have given seventy-two (72) hours notice to the Board, the Association shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Board shall be responsible to the employee for losses resulting therefrom.
- C. The Board will continue the premiums on the above insurance benefits for a covered employee in the event of his suffering a bonafide illness or accident for a period not to exceed twelve (12) months from the inception of such illness or accident.
- D. Employees who are temporarily not under contract to the Board will have the right to maintain their insurance coverage by submitting payment to the Superintendent's Office in an amount equal to the premiums prior to the first of each month.



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

Voluntary termination of a teacher's employment in the school system will be accomplished by his refusal to sign a new contract to return to the system; prior to, or at the expiration date of his present contract.

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

## ARTICLE XVII

### TEACHING VACANCIES, PROMOTIONS AND TRANSFERS

- A. Requests by a teacher for a change in assignment or a transfer shall be made in writing, one copy of which shall be filed with the administrative unit principal, and one copy may be filed with the Association. The application will set forth the reasons for transfer, the position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.
- B. The Association recognizes that when teaching vacancies occur during the school year, it may be difficult to fill them from within the teaching staff without undue disruption to the existing instructional program. Vacancies occurring during the school year shall be posted on each faculty room bulletin board for seven (7) calendar days prior to the filling of such positions. However, after the seven (7) calendar days, the Superintendent may fill such a vacancy on a temporary basis with another teacher or with a temporary employee, as determined by the anticipated length of the vacancy.
- C. Whenever teaching vacancies occur in the system for the next school year they shall be posted on each faculty room bulletin board for seven (7) calendar days prior to the filling of the position and shall be filled, if possible, in the following manner:
  - 1st - by certified and qualified teachers currently on the seniority list;
  - 2nd - by new applicants who are fully certified and qualified.

If more than one teacher applies for the same vacancy, and both are equally qualified and certified, the vacancy shall be filled by the teacher with the higher seniority.

- D. The Board and Association recognize that changes in grade assignments in the elementary schools, changes in subject assignments in the junior high school and high school, and transfers between administrative units will sometimes be necessary and desirable in the best interests of pupils and teachers. When such changes are contemplated, the procedure shall be as follows:
  - First - inform all potential candidates of the contemplated change, the reason for the change, and seek qualified volunteers to make the change.
  - Second- in lieu of qualified volunteers to make the change, the Board shall consider both qualifications and seniority within the system. Where qualifications are similar, teachers with least seniority will be selected to make the change.
  - Third - The Superintendent, after conferring with the Executive Board of the FEA and with administrative unit principals involved, shall make the final decision regarding assignment changes.

No teacher shall have his/her teaching assignment changed for disciplinary reasons unless prior adequate attempts through documented conferences have been made by the administration to assist in correcting the identified weaknesses.

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

## ARTICLE XVIII

### TEACHER EVALUATION

- A. The Board and the Association both recognize the right, duty and responsibility of the administration to make evaluations of each teacher's performance. Both parties recognize the purpose of an evaluation is to maintain and/or improve the effectiveness of the teacher. It is understood that any evaluation will be based on valid, pertinent and well-identified criteria. Furthermore, it is agreed that evaluations and/or observations be conducted openly and with full knowledge of the teacher. The entire process is designed to include positive reinforcement, constructive criticism and mutual follow-up efforts to bring about teacher improvement in any area that has been identified as a weakness.
- B. The work performance of all teachers shall be evaluated in writing. All probationary teachers shall receive at least three (3) written performance appraisals during each probationary year; the first by November 15, the second by January 15, and the third by March 15 (or, if applicable, within 60, 120, and 180 calendar days (excluding June, July and August) of his/her anniversary of employment. Each tenure teacher shall receive a written performance appraisal (by April 15) at least once each second year and shall meet with his/her supervisor to discuss performance at least once during each interim year between written appraisals. Nothing in the Article should be construed to limit the number of written performance appraisals which may be written for an employee.
- C. Performance appraisals shall be conducted by each teacher's immediate supervisor or with mutual agreement by a designated representative. Itinerant (or shared) staff will be appraised by one "assigned" supervisor, as agreed upon and designated by the supervisors involved. Either the teacher or the administrator, or both, may include another party (i.e. Department Chairperson, Association Representative, or other specialist in an appropriately related field) during any performance related conference. It is understood that said parties shall be employees of Fennville Public Schools.
- D. Each written evaluation shall be based on no less than thirty (30) minutes of observation which may consist of two fifteen (15) minute periods or one thirty (30) minute period. The length of time of the evaluation will be noted on the evaluation form. All monitoring and/or observations of the work of a teacher shall be conducted openly.
- E. No later than March 15th of each probationary year a final written performance appraisal report will be furnished to the Superintendent for each probationary teacher. A copy shall be furnished to the teacher. If the report contains information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons thereof, in writing at least sixty (60) days prior to the end of the probationary period. It is understood that the administrative unit principal shall have had a conference with such teacher prior to official notification.

- F. It shall be expressly understood by both parties that the content of an adverse evaluation is not subject to the grievance procedure and that evaluations will be one of the factors in the Board's determination of the individual's future within the system. The procedure used in obtaining an evaluation of the teacher's competence is grievable. Content of the teacher evaluation may be referred to the Professional Study Committee (Article XII) for review at the request of the teacher. Committee decisions to make changes in content shall be final.
- G. Both parties shall work to improve the evaluative criteria used to judge the performance of teachers. Upon request of either party, a joint committee shall be established to revise the evaluative tools. Any changes recommended by such committee's efforts shall be submitted to both parties for approval prior to adoption. The evaluative tool agreed upon by both parties shall be the only tool used until further revised by the above procedure.
- H. The Board and the Administration reserves the right to monitor, audit, observe and evaluate any class or school activity whenever it deems it appropriate, providing it is accomplished with the full knowledge of the teacher in charge.
- I. Technique that may be employed for teacher evaluation may include the Video Taping of a lesson. After discussion with the teacher in a post evaluation conference, the tape will be given to the teacher who will erase and return it. There shall be no duplication of the Video Tape, the intent of the parties being only the original tape will be used for evaluation and discussion purposes.

## ARTICLE XIX

### PROFESSIONAL IMPROVEMENT

- A. The parties support the principle of continuing training of teachers participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, and participation in community projects.
- B. With much educational research now in progress or completed and with different teaching strategies being promoted and tried, it is recognized that keeping current in one's discipline is important to doing an effective job in teaching. Therefore, commencing with the effective date of this contract, all members of the bargaining unit shall be required to satisfactorily complete at least six (6) semester hours of graduate credit (or the equivalent in SB-CEU's or in-service contact hours) during each five-year employment cycle, as follows:
  - 1. In order to receive a pay raise or pay increment for the fifth year of the employment cycle, the employee must have completed at least three (3) semester hours of approved graduate credit (or the equivalent in SB-CEU's or in-service contact hours) prior to the start of that school year.
  - 2. In order to receive a pay raise or pay increment for the sixth year of the employment cycle, the employee must have completed at least six (6) semester hours of approved graduate credit (or the equivalent in SB-CEU's or in-service contract hours) prior to the start of that school year.
  - 3. The graduate credits, or their equivalents, must have the prior approval of the Superintendent or his/her designee before the class is taken.
  - 4. In order to be approved, graduate credits or their equivalents must be of a nature that they will contribute to the development of knowledge and skills related to the employee's assignment. It shall be the employee's responsibility to make proper application for approval and to file the necessary documentation to verify satisfactory completion of the requirements.
  - 5. Approved graduate credits can only be granted by an accredited college or university and equivalent CEU's must carry State Board of Education sanction, except that contact hour equivalents may be credited for locally developed in-service activities, workshops or presentations.
  - 6. The Board of Education shall reimburse the employee the tuition costs for graduate credit earned in compliance with the requirements of this contract provision. In no case shall the tuition reimbursement exceed the 6 semester hours required in each five-year employment cycle.
- C. The district shall establish a Staff Development Council with teacher representation from each administrative unit. The purpose of this council shall be:

1. to oversee the implementation of the professional development requirements outlined above.
2. to serve as an appeal body in the event that course requests are denied or salaries are frozen as a result of failure to meet the requirements of this article.
3. to help assess the staff development needs of the district and to plan in-house staff development activities aimed at addressing those needs.

## ARTICLE XX

### LAYOFF AND RECALL

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

#### B. Seniority

1. All individuals who were members of the bargaining unit as of February 3, 1983, shall be given seniority for all service since their last date of hire with the District. Current administrators who held teaching positions previous to February 3, 1983, will be granted credit for their years of teaching. If two or more teachers have the same last date of hire, they shall appear on the seniority list by (1) date on hiring agreement, (2) highest degree held, (3) credit hours beyond highest degree held and (4) flip of a coin. It is expressly understood that for the purpose of computing seniority under this Section, all leaves of absence that commenced prior to February 3, 1983, and District employment outside the bargaining unit served prior to February 3, 1983, shall accumulate seniority. However, any extension of leaves granted subsequent to February 3, 1983, shall fall within the rules outlined in B(2) below.
2. All seniority earned subsequent to February 3, 1983, shall be defined in the following manner:
  - a. Seniority shall be defined as length of service in the bargaining unit.
  - b. Any individual on an unpaid leave of absence of any type, shall retain previously accumulated seniority, but shall not accumulate seniority while on leave.
  - c. Employer-approved paid sick leaves and sabbatical leaves shall continue to accumulate seniority.
  - d. All bargaining unit seniority is lost when employment is severed by resignation, retirement and/or just cause for discharge.
  - e. A bargaining unit member employed as school social worker or school psychologist shall earn and hold seniority in his/her assignment as a social worker or a psychologist only. Such seniority credit shall not apply to regular teaching vacancies or assignments.
3. By October 15, each year, the Superintendent shall prepare a seniority list with the certification of each teacher. A copy of the list shall be furnished each teacher. The teacher will have ten (10) working days to indicate any discrepancies; if none are submitted, the list will then be determined to be accurate. The same process will prevail by April 1 of each second semester.



C. Layoff shall conform to the following guidelines:

1. Teachers shall be laid off in the order of seniority starting with the least senior teacher, provided that:
  - a. there is a more senior tenured teacher whose position has been eliminated and who is "eligible" to replace and perform all of the duties of the least senior teacher.
  - b. The Board may offer a teacher part-time employment in lieu of layoff, provided that if such offer of employment is refused, the teacher shall retain his position on the recall list subject to the rights of other teachers pursuant to this Article.
2. Teachers subject to layoff shall be notified in writing not less than twenty (20) calendar days prior to such layoff if the layoff is scheduled to take effect during the school year. If such layoff is to take effect at the opening of a new school year, teachers subject to layoff shall be notified in writing no later than June 30. In instances of substantial and unforeseen changes in student population, or other conditions, a general reduction in the number of teachers employed by the Board shall be allowed. In such circumstances, the Board or its representative shall consult with the Association President, who in consultation with the Association Executive Board, shall jointly arrange notification procedures.
3. Any layoff shall suspend, for the duration of the layoff, the Board's obligation to pay salary or fringe benefits under any individual contract of employment or under this agreement; however, a teacher shall be eligible to receive any benefits which were earned but not yet paid prior to the layoff.
4. The Association President shall be informed in writing of the names of teachers subject to layoff.

D. Recalls shall be subject to the following conditions:

1. Teachers shall be recalled in the order of seniority starting with the most senior eligible teacher on layoff. Bargaining unit members employed as a social worker or a school psychologist and on layoff shall not be subject to recall to a teaching vacancy for which he/she may otherwise be certified and qualified, except according to his/her seniority acquired in a teaching capacity.
2. If no recall date is set forth in the notice of layoff, the Board shall give written notice of recall from layoff by sending a certified letter to the teacher at the teacher's last known address as it appears on Board records, which address shall be conclusive for purposes of this Article. It shall be the responsibility of each teacher to notify the Board of any change in address.
3. If a recall date is set forth in the notice of layoff, it shall be the teacher's responsibility to appear for reinstatement on the date specified.

4. It is the obligation of the teacher, except as hereinafter provided in Clause D (4), Subsections (a) and (b) of this Article, to report his availability to work at the specified time within ten (10) calendar days from the date of the mailing of the recall notice. Such notice shall be mailed at least ten (10) calendar days prior to the beginning of the work date. Unless the teacher meets this obligation, his failure to do so shall be considered a voluntary quit and shall thereby terminate his individual contract and any other employment relations with the Board. An extension shall be granted provided that:
  - a. Prior to the issuance of a recall notice, the teacher has executed a written contract of employment for a teaching position in another school district; and
  - b. the teacher has within the ten (10) day reporting period requested, in writing, an extension to allow for completion of his/her year's teaching duties in another district. The teacher shall indicate, in writing, his intent to accept the position to which he/she is recalled.
5. The obligation of the Board to rehire a teacher shall terminate when the teacher rejects or does not respond within ten (10) calendar days to an offer of a position equal to the one he/she was laid off from, when the teacher resigns, retires, dies, or certification lapses.
6. The Association President shall be informed in writing of the names of teachers who will be recalled.
- E. The following definitions of terms shall be used for purposes of this Article:
  1. An "eligible" teacher means a teacher who is certified and qualified to perform the duties of the position to be filled.
  2. "Service date" means the date when the teacher first provided professional services for the Board since any break in service. A teacher employed by the Board in a non-bargaining position shall neither accrue nor lose seniority during the period of such employment.
- F. A teacher who is laid off and who is paid unemployment compensation benefits during the summer immediately following the layoff and who is subsequently recalled to an equitable teaching position at the beginning of the next school year will be paid according to an annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off, subject to the following conditions:
  - a. The total of unemployment compensation plus salary earned by employment in the district shall not be below that which the employee would have received had he/she or she been employed the entire school year.
  - b. This Article would be implemented June 1, 1984.
  - c. When the Court decides that this procedure is illegal, the teacher will receive a lump sum refund within thirty (30) calendar days.

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

- G. The procedures set forth in this Article shall not apply to the involuntary termination of the teacher for unsatisfactory service or breach of contract, or the voluntary termination of a teacher.
- H. Teachers on layoff will be given priority on the substitute teacher list provided they are available and interested.

ARTICLE XXI

SPECIAL OR SUBSTITUTE TEACHING ASSIGNMENTS

- A. The Board of Education agrees at all times to maintain a list of substitute teachers. In the case of a teacher's absence, it shall be the responsibility of the administrative unit principal or his designee to arrange for a substitute teacher.
  - 1. On orientation day teachers shall be informed of the person and telephone number, to contact should the teacher be unavailable for work.
  - 2. Any teacher who will be unavailable for work shall notify the above stated person by 6:30 a.m., or be subject to loss of pay for that day, except in circumstances beyond the control of the teacher.
  - 3. If the teacher knows that he/she will be unavailable for work the following day, or knows during an absence that he/she will be able to return to work the following day, it shall be his/her responsibility to notify the appropriate person of his/her intent for the following day, no later than 3:00 p.m. if at all possible.
- B. The practice of utilizing regularly employed teachers during their planning period is allowed as written in Article XII, Clause I.

## ARTICLE XXII

### CURRICULUM COUNCIL AND DEPARTMENTALIZATION

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

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

1. Math (including computer education)
2. Science (including health education)
3. Social Studies
4. Language Arts (including foreign language, spelling and handwriting)
5. Reading
6. Practical Arts (including vocational, industrial, business and physical education)
7. Fine Arts

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

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

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

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

1. Elementary staff shall be assigned based upon an indication of their first, second and third choices of departments.
2. Secondary teachers will indicate their preferences based upon their current teaching assignment.

3. Specialists will serve on the department representing their specialty area.
- D. All proposals for curriculum change shall be presented to the Curriculum Council prior to referral for Board action. Any recommendations that the Curriculum proposes shall be considered advisory only, and the Board agrees to acknowledge receipt of such recommendations and indicate a possible course of action within forty-five (45) days of submission. It is understood, however, that the Board reserves the right to alter the curriculum whenever it deems such action to be appropriate.
- E. Bargaining unit representation on the Curriculum Council shall consist of the seven (7) Department Chairpersons.

## ARTICLE XXIII

### SCHOOL CALENDAR

- A. For the term of this Agreement, the school calendar shall be set forth in Schedule A. There shall be no deviation from, or change in the school calendar except by mutual agreement between the Board and the Association.
- B. There shall be included in the contract 180 days in session plus six (6) duty days. The duty days shall be one orientation day, two parent/teacher conference days (4 half-days/evenings), two in-service days, and one teacher record day. Duty days shall not exceed the time requirements of the normal work day as set forth in Article XI (A). The calendar shall include the traditional commitment to participation in the annual "Open House" activity and, in exchange for that time, a half-day of school shall be scheduled on the last day prior to Christmas recess.
- C. For the 1990-91 school year, the calendar will contain the same number of work days as the 1989-90 school calendar (except for the addition of the two full in-service days and the adjustment of four (4) full instructional days to 1/2-days for "concentrated" in-service activities) and, to the degree possible, will reflect dates corresponding those in 89-90.
- D. For the 1991-92, 1992-93 and the 1993-94 school years, the calendar will contain the same number of work days as the 1990-91 school calendar and, to the degree possible, will reflect dates corresponding to the previous year.
- E. The parties understand and believe that scheduled days of student instruction which are cancelled pursuant to Section 101 of the State Aid Act may be counted as days of pupil instruction for purposes of receipt of State Aid by the school district. This understanding is based upon the practice of the parties compensating teachers for days on which schools are closed due to conditions beyond the control of school authorities. At the ratification of this contract the school district shall promptly undertake to verify the above understanding with the Michigan Department of Education.

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

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

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

## ARTICLE XXIV

### PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. Additional compensation for teachers who are assigned extra duties which are beyond the normal teaching assignments are set forth in Schedule C, which is attached to and incorporated in this Agreement.
- C. All fully certified teachers newly employed shall at least be given full credit on the salary schedule for up to seven (7) years of outside teaching experience in any school district. This is not to be retroactive.
- D. In establishing credit for years of experience, a full-time teacher employed initially at the beginning of the second semester shall receive a full year of credit on the salary schedule. A teacher who was a part-time teacher previously and employed at the beginning of the second semester will not advance on the salary schedule.
- E. Teachers shall receive their pay in twenty-six (26) equal payments on every other Friday starting with the agreed upon date. Teachers may have the option of receiving their pay in twenty-one (21) equal payments on every other Friday starting with the agreed upon date, but must submit this request to the Superintendent's office by August 15th to be effective for the school year immediately following.

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

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

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

- F. To advance from the Bachelor's to the Master's degree salary column, a teacher shall file written proof of having attained the new degree with the Superintendent of Schools. The appropriate salary change shall take effect on September 1st immediately following the filing of such proof. Contracts will not be rewritten during the school year.
- G. It is the understanding by both parties that positions for extra duty pay as listed in Schedule C are not to be construed to mean that all positions will be automatically filled each school year, but that determination will be made by the Board, dependent upon the financial resources of the school district, and any position not filled due to this determination is not subject to the Grievance Procedure.



H. The positions listed in Schedule C will not be subject to Article XVIII regarding Vacancies, Promotions and Transfers but will be filled in the following manner:

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

ARTICLE XXV

PHYSICAL AND MENTAL EXAMINATIONS

- A. Any person prior to employment as a teacher in the Fenrville School District may be required, before reporting for duty, to be examined by a licensed physician of his choice. A statement of fitness for duties to be assigned shall be filed with the Superintendent by the examining physician prior to employment.
- B. A teacher may be examined, upon request of the Board only, at the Board's expense, by a physician of his personal choice and a physician of the Board's choice. A statement of fitness for duties assigned shall be filed with the Superintendent within thirty (30) days after completion of the examination if the question of physical or mental fitness is the determining factor in the re-employment of a teacher. The decision shall not be made until the Superintendent, the examining physicians, and the teacher concerned confer relative to the physical or mental condition(s) deemed relevant to the question of re-employment.
- C. Any teacher absent because of an extended or serious illness shall furnish the Superintendent, prior to his return to service, a statement from a licensed physician indicating that his health is satisfactory for return to his teaching duties.

## ARTICLE XXVI

### RETIREMENT

- A. Teachers intending to retire will submit to the Board a written notice of their intention to retire at least sixty (60) calendar days prior to the close of the school year.
- B. The mandatory retirement age will conform to policies as established by State Law.
- C. In recognition of and appreciation for regular and faithful attendance and service to the Fennville Public Schools, effective as of July 1, 1981, a teacher with ten (10) or more years experience in the district who retires under the Michigan Public Schools Retirement System shall be reimbursed at the rate of \$10.00 per day for days 1-100; and at the rate of \$15.00 per day for days 101-140, for accrued sick leave days.
- D. The Board and the Association agree that a Voluntary Retirement Incentive Program shall be implemented as follows:
  1. Bargaining unit members retiring under the provisions of the Michigan Public School Employees Retirement System and having twenty (20) or more years of service to the district shall, upon such retirement, receive a one-time payment of \$7,500.
  2. In order to be eligible for said incentive payment, the bargaining unit member must submit a written notification of his/her intent to retire to the Superintendent of Schools, not later than March 1 of the year in which he/she intends to retire. This three (3) month notice may be waived by the Superintendent of Schools due to extenuating or unusual circumstances.
  3. Eligibility is further contingent upon the bargaining unit member making his/her resignation effective between the end of one school year and the beginning of the next and upon said member actually being employed by the district on the last working day prior to the date of retirement.
  4. Persons retiring due to a medical disability which qualifies them for additional retirement benefits from the Social Security Administration, the State Retirement Board, or an insurance company, are not eligible to qualify for benefit under this plan. Once a member has received such benefit, no subsequent disability will affect the benefit.
  5. This Voluntary Retirement Incentive Program shall only be in effect for a two (2) year period, beginning on September 1, 1990, and ending on August 31, 1992.

#### ARTICLE XXVII

##### MILITARY SERVICE

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

#### ARTICLE XXVIII

##### SAVING CLAUSE

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

#### ARTICLE XXIX

##### MAINTENANCE OF STANDARDS

The Board agrees that all conditions of employment relating to wages, hours of work, and general working conditions shall be maintained at not less than the highest minimum of standards in effect at the time of signing of the Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

It is agreed that the provisions of this Article shall not apply to inadvertent or bonafide errors made by the Board or the Association in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

#### ARTICLE XXX

##### MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.
- B. This Agreement shall be effective when approved as to form by the Fennville Education Association and by the Fennville Board of Education. Both parties may have this Agreement approved by legal counsel.

- C. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- D. A faculty pass (including spouse only) shall be provided to all individuals who voluntarily sign up and agree to assist at school sponsored events. The list will be posted and assignments based upon need by the sponsoring agency.

#### ARTICLE XXXI

##### DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1990 and shall be in effect for three (3) years, until August 31, 1993.

This Agreement may be extended orally by mutual consent of both parties.

# SCHEDULE A

## 1990-91 SCHOOL CALENDAR

August	24	Orientation Day for New Staff Members
	27	Orientation Day (Full Day for Staff)
	28	First Day of School for Students
September	3	Labor Day - No School
	21	Teacher In-Service - 1/2 day for Students
	24	Open House: Grades 8-12, 6:30 - 8:30 p.m.
	25	Open House: Grades K-7, 6:30 - 8:30 p.m.
October	5	End First Marking Period (28 days)
	25	Parent-Teacher Conferences, 5:00 - 8:00 p.m.
	26	Parent-Teacher Conferences, 9:00 a.m. - Noon
		No School for Students
November	21	End Second Marking Period (32 days)
	22-23	Thanksgiving Recess
December	7	Teacher In-Service - 1/2 day for Students
	21	Christmas Recess begins at 11:00 a.m.
January	7	Return from Christmas Recess
	17-18	Semester Exams
	18	End Third Marking Period (30 days) and First Semester - 1/2 day for Students
February	8	Teacher In-Service - 1/2 day for Students
	27	End Fourth Marking Period (28 days)
	28	Teacher In-Service - No School
March	1	Teacher In-Service - No School
	13	Parent-Teacher Conferences, 3:00 - 6:00 p.m.
	14	Parent Teacher Conferences, 5:00 - 8:00 p.m.
	15	"Snow Day" Make-up Day - No School Scheduled <u>Unless</u> Make-up is Required!
April	1-5	Spring Recess
	8	Return from Spring Recess
	19	End Fifth Marking Period (29 days)
May	3	Teacher In-Service - 1/2 day for Students
	27	Memorial Day - No School
	30-31	Senior Semester Exams
	31	Last Day of Attendance for Senior Students
June	5	Baccalaureate, 7:30 p.m. in H.S. Auditorium
	5-6	Semester Exams (Grades 8-11)
	6	End Sixth Marking Period (33 days) and Second Semester - 1/2 day for Students
	7	Teacher Record Day (1/2 day)
	9	Commencement, 3:00 p.m. in H.S. Gymnasium

SCHEDULE B  
1990-91 TEACHER SALARY SCHEDULE

<u>STEP</u>	<u>INCREMENT</u>	<u>B.A. LEVEL</u>	<u>M.A. LEVEL</u>
0		\$20,297	\$21,457
1	.05	\$21,312	\$22,529
2	.05	\$22,327	\$23,602
3	.05	\$23,342	\$24,676
4	.05	\$24,357	\$25,747
5	.05	\$25,372	\$26,820
6	.05	\$26,387	\$27,894
7	.05	\$27,402	\$28,967
8	.05	\$28,416	\$30,038
9	.05	\$29,431	\$31,112
10	.05	\$30,445	\$32,185
11	.05	\$31,461	\$33,259
12	.06	\$32,679	\$34,545
13	.06	\$33,897	\$35,832
LONGEVITY STIPEND:			
14 - 17	\$1,007	\$34,904	\$36,839
18 - 21	\$1,231	\$35,128	\$37,063
22 plus	\$1,454	\$35,351	\$37,286
ED.S. STIPEND:	\$1,454		

SCHEDULE B  
1991-92 TEACHER SALARY SCHEDULE

<u>STEP</u>	<u>INCREMENT</u>	<u>B.A. LEVEL</u>	<u>M.A. LEVEL</u>
0		\$21,413	\$22,637
1	.05	\$22,484	\$23,769
2	.05	\$23,554	\$24,901
3	.05	\$24,625	\$26,033
4	.05	\$25,696	\$27,164
5	.05	\$26,766	\$28,296
6	.05	\$27,837	\$29,428
7	.05	\$28,908	\$30,560
8	.05	\$29,978	\$31,692
9	.05	\$31,049	\$32,824
10	.05	\$32,120	\$33,956
11	.05	\$33,190	\$35,087
12	.06	\$34,475	\$36,446
13	.06	\$35,760	\$37,804
LONGEVITY STIPEND:			
14 - 17	\$1,007	\$36,767	\$38,811
18 - 21	\$1,231	\$36,991	\$39,035
22 plus	\$1,454	\$37,214	\$39,258
ED.S. STIPEND:	\$1,454		



SCHEDULE B  
1992-93 TEACHER SALARY SCHEDULE

<u>STEP</u>	<u>INCREMENT</u>	<u>B.A. LEVEL</u>	<u>M.A. LEVEL</u>
0		\$22,591	\$23,882
1	.05	\$23,721	\$25,076
2	.05	\$24,850	\$26,270
3	.05	\$25,980	\$27,464
4	.05	\$27,109	\$28,658
5	.05	\$28,239	\$29,853
6	.05	\$29,368	\$31,047
7	.05	\$30,498	\$32,241
8	.05	\$31,627	\$33,435
9	.05	\$32,757	\$34,629
10	.05	\$33,887	\$35,823
11	.05	\$35,016	\$37,017
12	.06	\$36,372	\$38,450
13	.06	\$37,727	\$39,883
LONGEVITY STIPEND:			
14 - 17	\$1,007	\$38,734	\$40,890
18 - 21	\$1,231	\$38,958	\$41,114
22 plus	\$1,454	\$39,181	\$41,337
ED.S. STIPEND:	\$1,454		

# SCHEDULE C

## EXTRA DUTY PAY SCHEDULE 1990-91

### COACHING

Category I	Head Coaches - Football, Girls Basketball, Boys Basketball	11%
Category II	Head Coaches - Volleyball, Wrestling & Cross Country	9%
Category III	Head Coaches - Boys Track, Girls Track, Baseball & Softball	8%
Category IV	All Assistant and JV Coaches	7%
Category V	Cheerleader coach (per season)	6%
Category VI	Junior High Coaches	3.5%
Category VII	Junior High Coaches (both 7 & 8 same season)	4.5%
	Season Site Coordinators	4%

### ACADEMIC ACTIVITIES

Student Council (K-2)	2.5%	SADD	2.0%
Student Council (3-5)	2.5%	Department Heads	5.0%
Student Council (6-7)	2.5%		
Student Council (8-12)	3.5%	Computer Club	2.0%
Drama Director(per play)	2.5%	Thespians	2.0%
NHS	2.0%	Student Leadership Forum	2.0%
FFA	7.0%	Forensics/Debate	2.0%
FHA	4.0%	Odyssey of the Mind	2.0%
Quiz Bowl	2.0%	Model United Nations	2.0%
Extra Band Duties	10.0%	Ski Club	2.0%
Extra Choir Duties	3.5%	Class Sponsors (11-12)	2.5% (/class)
Extra Art Duties	3.5%	Class Sponsors (8-10)	2.0% (/class)
Summer Band	5.0%		

### Notes:

1. The above percentages apply to the B.A. Level of the Schedule B contract in effect for that year. The first year a coach/sponsor will be placed on Step 0 and with each year of experience in a category/activity the coach will move to the next step to a maximum of Step 4.
2. The presence of an activity on Schedule C does not guarantee that the activity will be offered.
3. All past experience in coaching/activities will be honored for those persons who in the past year were coaching or sponsoring an activity.

