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8/31/92

PROFESSIONAL EMPLOYMENT CONTRACT

BETWEEN

BOARD OF EDUCATION OF

THE FOWLerville COMMUNITY SCHOOLS

AND

FOWLerville EDUCATION ASSOCIATION

1989 - 1992

Fowlerville Community Schools

I N D E X

	PAGE
ARTICLE I	
Recognition.....	2
ARTICLE II	
Rights of the Board.....	2
ARTICLE III	
Association Rights, Dues, Fees & Payroll Deductions.	3
ARTICLE IV	
Professional Compensation.....	8
ARTICLE V	
Leave Benefits.....	14
ARTICLE VI	
Fringe Benefits.....	20
ARTICLE VII	
Teaching Hours.....	23
ARTICLE VIII	
Teaching Assignments.....	24
ARTICLE IX	
Teaching Conditions.....	26
ARTICLE X	
Lay Off - ReCall - Reduction.....	36
ARTICLE XI	
Seniority.....	38
ARTICLE XII	
Protection of Teachers.....	39
ARTICLE XIII	
Professional Behavior.....	41
ARTICLE XIV	
Negotiation Procedures.....	41
ARTICLE XV	
Grievance Procedure.....	42
ARTICLE XVI	
Miscellaneous Provisions.....	46
ARTICLE XVII	
Continuity of Operation.....	48
ARTICLE XVIII	
Duration of Agreement.....	48

PAGE

SIGNATURE.....	48
APPENDIX A-1 Salaries 1989-1990.....	49
APPENDIX A-2 Salaries 1990-1991.....	50
APPENDIX A-3 Salaries 1991-1992.....	51
APPENDIX A-4 Longevity.....	52
APPENDIX B Activity Salaries.....	53
APPENDIX C Teaching Hours.....	55
APPENDIX D School Calendar 1989-1990.....	56

PROFESSIONAL EMPLOYMENT CONTRACT

This contract entered into this 1st day of September, 1989, between the Board of Education of the Fowlerville Community Schools, hereinafter referred to as the "Board" and the Fowlerville Education Association/MEA-NEA, hereinafter referred to as the "Association".

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment.

THEREFORE, the purposes of this agreement are to set forth the wages, salaries, hours and other terms and conditions of employment which shall prevail for the duration of this agreement and to promote orderly and peaceful employer-employee relations for the mutual interests of the Board, the faculty, the Association, and the children who attend the schools in this district. Recognizing that providing a quality education for the children in the Fowlerville District is the aim and obligation of the parties hereto, the Board and the Association for and in consideration of the mutual promises, stipulations, and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this agreement.

ARTICLE I

RECOGNITION

Section 1: The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379 Public Acts of 1965, with respect to wages, hours, terms and conditions of employment for all professional teaching personnel, including personnel on tenure, on probation, and classroom teachers, guidance counselors, librarians, but excluding all others such as but not limited to superintendent, principals, substitutes, preschool, adult education and community education program personnel. A teacher acting as athletic director is considered a supervisor and excluded only in his or her position as athletic director.

The Board agrees not to negotiate with any teacher organization other than the Association for the duration of this agreement.

- (a) The term "teacher" when used hereinafter in the agreement shall refer to all employees represented by the Association in the bargaining unit as above defined.

ARTICLE II

RIGHTS OF THE BOARD

Section 1: The Board hereby retains and reserves unto itself, all powers rights and authority conferred upon and invested in it by the school code and the laws of the state, the Constitution of the State of Michigan, and/or the United States. Such rights, etc., shall include, by way of illustration and not by way of limitation, the right to:

- (a) Hire and contract with such duly qualified teachers as may be required.

- (b) The general care and custody of the schools and property of the district, and make and enforce suitable rules and regulations for the general management of the schools and the preservation of the property of the district.
- (c) Establish and carry on such grades, schools and departments as it shall deem necessary or desirable for the maintenance and improvement of the schools.
- (d) To make reasonable rules and regulations relative to anything whatever necessary for the proper establishment, maintenance, management and carrying on of the schools.
- (e) Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operations, the means, methods and processes of carrying on the work.

Section 2: In meeting such responsibilities the Board acts through its administrative staff. Such responsibilities include without being limited to the establishment of education policies, the construction, acquisition, and maintenance of school buildings and equipment, the evaluation, discipline, promotion, and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority.

Section 3: The Association recognizes that the Board has responsibility and authority to manage and direct all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be limited

only by the specific and express terms of this agreement and then only to the extent that such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE III

ASSOCIATION RIGHTS, DUES, FEES AND PAYROLL DEDUCTIONS

Section 1: The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.

Section 2: The Association and its members shall have the right to use school building facilities Monday through Friday after completion of required duty time and required meetings to midnight, and weekends, 1:00 p.m. to midnight for meetings. The facilities used shall be scheduled with and approved by the building principal. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards in the faculty planning room, the PA system at times of regular announcements, and the weekly bulletin shall be made available for meeting announcements to the Association and its members.

Section 3: The Board agrees to make available to the Association, upon request, any and all information which is related to or necessary for the proper processing of grievances or complaints, and that information which the Association is entitled to by law for the purpose of collective bargaining.

Section 4: The Association may use the following school equipment: Instructional computers, typewriters, mimeograph machines, duplicators and AV equipment, with prior approval of the building administrator, at reasonable times when such equipment is not other-

wise in use. The Association shall pay the cost of materials and supplies incident to such use.

Section 5: Association Members. In accordance with the terms of this article, each bargaining unit member within 30 days of employment shall, as a condition of employment, join the Association or pay a service fee to the Association. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.

Section 6: Service Fee Payers. Bargaining unit members not joining the Association shall pay a service fee to the Association as determined in accordance with the legally permissible MEA policy and procedures regarding objections to political-ideological expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed and/or exhausted, all other administrative and judicial procedures shall be barred.

Section 7: Non-Payment of Dues or Service Fees. If a bargaining unit member does not pay the appropriate amount of dues or legally permissible service fee to the Association, upon written notification by the Association the Employer shall deduct that amount from the bargaining unit member's wages, and remit same to the Association.

Should such involuntary payroll deduction become legally disallowed, the employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

Section 8: The Association, in all cases of discharge for violation of this Article, shall notify the bargaining unit member 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 may be filed with the Employer in the event compliance is not effected. If the bargaining unit member in question denies that he/she has failed to pay the service fee, then he/she may request, and shall receive, a hearing before the employer limited to the question of whether he/she has failed to pay the service fee.

Section 9: With respect to all sums deducted by the Employer pursuant to authorization of the employee, whether for the Professional Dues or Representation Benefit Fee, the Employer agrees to disburse said sums upon direction of the Association within fifteen (15) days.

Section 10: Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school-year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.

Section 11: 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 includ-

ing back pay, unemployment and all court or administrative agency costs that may arise out of or by reasons of action by the Board for the purpose of complying with the discharge procedures of this Article, subject however, to the following conditions:

The damages have not resulted from the gross negligence, misfeasance, nor malfeasance of the Board or its agents, the Employer gives timely notice to the Association, and permits the Association intervention as a party if it so desires.

The Association, after consideration with the Board, has the right to decide whether to defend any said action, or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.

The Association has the right to choose the legal counsel to defend any said suit or action and the employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available.

The Association shall have the right to compromise or settle any claim made against the Board under this section.

Section 12: Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative

Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10) of such dues, (local) assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year, not to exceed ten(10) deductions. Any employee who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-tenth (1/10) of the yearly dues for each entire month he/she did not work, except where the failure to perform services during the month was the result of the employee taking paid leave provided for in the Agreement.

Section 13: Upon appropriate authorization from the bargaining unit member, the Board shall remit within fifteen (15) working days all monies to the appropriate business for annuities, credit union, or other programs approved between the employer and the Association.

ARTICLE IV

PROFESSIONAL COMPENSATION

Section 1: The salaries of teachers covered by this agreement are set forth in appendix A which is attached to and incorporated in this agreement.

Section 2: The Board agrees that in addition to the annual salary of each employee it will pay five per cent (5%) of the individual's gross salary to the Michigan Public Employees' Retirement System.

Section 3: The salary schedule is based upon a normal weekly

teaching load, as hereinafter defined, in accordance with the adopted school calendar during normal teaching hours. For extra work required in excess of the recognized teaching responsibilities, as defined hereinafter, the teacher shall be entitled to additional compensation at an hourly rate determined by $1/6$ or $1/7$ of $1/185$ of the teacher's school year contract.

The Board shall be entitled in its sole discretion to reschedule any days lost in the event school is closed due to strikes by employees of the Board which do not allow such days to be counted as days of student instruction. The rescheduling of such days shall not entitle employees to additional compensation over and above their regular contracted salary.

Section 4: Teachers shall not be required to report more than one (1) working day prior to the beginning of classes at the beginning of the school year or to remain more than one (1) working day after classes end, (at the end of the school year), provided all regular teaching duties have been completed. New teachers may be required to report for one additional day for orientation prior to the opening of school. One additional new teacher orientation day may be required provided, however, that except during the week prior to the scheduled opening of school that no new teacher shall be required to be absent from another job, nor absent from any classes in which they may be enrolled.

Section 5: The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day.

Section 6: Teachers participating, during the school day, in a formal proceeding under the guidance of the Michigan Employment

Relations Commission, an arbitration or any other meeting mutually agreed to by the parties shall be released from regular duties without loss of salary. Participation shall be defined as follows:

- (a) Mediation - The Association's bargaining team (not to exceed the number which was involved in negotiation prior to request for mediation), its president and two (2) other members.
- (b) Arbitration - Witnesses who actually testify (attempts shall be made to schedule witnesses so that they are released from regular duty only for the time necessary to give testimony). The grievance committee chairperson, the Association president and the building representative who presented the case and/or the teacher which is the subject of the grievance.
- (c) Other Meetings - Meetings which are mutually agreed upon by the parties.

It is understood and agreed that every attempt shall be made to schedule the above described proceedings at a time when school is not in session.

Section 7: At the beginning of each school year, each teacher shall select the method of salary payment desired: Twenty-six (26) equal amounts payable every two (2) weeks of the year, or twenty-one (21) equal amounts payable every two (2) weeks of the school year.

Section 8: The Board agrees that the Association shall be allowed up to five (5) days, with pay, to attend to Association business each year, provided the Association gives the Board at least seven (7) days notice of the person who shall attend and the dates of attendance, and provided further that the Association reimburse the

Board for the salary expenses incurred by the Board employing the substitute teacher.

Section 9: The summer program is a continuation of the school program for the school year ending June 30. Teachers working in the summer program will be paid at 1/185 of their school year contract for each day worked unless otherwise provided for in this contract.

Section 10: Credit for experience for new hires shall be evaluated by the Board and credit may be allowed whenever the prior service of the teacher is satisfactory. Experience from another school system will be accepted only if the experience was earned while the teacher had a provisional, permanent or continuing certificate. Any teacher commencing service with the district may be credited with previous years of satisfactory teaching experience up to a maximum of five (5) years. A teacher with more than five (5) years experience may receive full credit for each satisfactory year of teaching when he/she has been placed on tenure. Teachers shall be advanced one (1) step on the salary schedule for between one (1) and three (3) years of active military service and two (2) steps for active military service in excess of three (3) years.

Section 11: Increments become effective September 1 (or beginning of school year) each year and advancement under the salary schedule shall be automatic as of this date. Teachers who actively worked at least 3/4 of the preceeding school year shall be entitled to advance a full step. Teachers who actively worked between 1/4 and 3/4 of the preceeding school year shall be entitled to advance one-half step.

Section 12: In addition to the basic teacher salary as provided in appendix A, teachers shall be compensated for sponsorship of extra-curricular activities only as provided in appendix B, scheduled

activities.

Section 13: Full Time Teachers - If emergencies occur and a high school or middle school teacher is requested to accept a teaching assignment during the conference period, the high school teacher will be paid $\frac{1}{6}$ of $\frac{1}{185}$ of the teacher's contracted salary and the middle school teacher will be paid $\frac{1}{7}$ of $\frac{1}{185}$ of the teacher's contracted salary for the time of the emergency for subjects calling for preparation. The teacher shall be paid $\frac{1}{10}$ of the teacher's contract for an assignment such as a study hall or hall duty supervision. The foregoing is applicable when the normal schedule for the high school teacher is five teaching periods and a conference period and the middle school teacher is six teaching periods and a conference period.

When the schedule is different than the one cited above, the pay will be adjusted for the period of time involved. Elementary classroom teachers will not be assigned additional students when a teacher is absent, except when a substitute is not readily available. In the event a teacher takes a teaching assignment during his/her conference period for a nine (9) week period or longer, the teacher shall work an equivalent period of time beyond his/her normal work day which shall constitute his/her conference period without additional compensation.

Section 14: Part-Time Teachers - Teachers teaching less than a full load in the middle school and the high school will be entitled to compensation in the following manner: For each period taught in the middle school the teacher will receive $\frac{1}{7}$ of $\frac{1}{185}$ of the middle school teacher's school year contracted salary. For each period taught in the high school the teacher will receive $\frac{1}{6}$ of $\frac{1}{185}$ of the high school teacher's school year contracted salary. Additionally,

Teachers will be compensated for preparation time in the following manner - high school teachers teaching one or two periods will be compensated for working one-half (1/2) preparation period. Teachers teaching three or more preparation periods will be compensated for working one preparation period. Teachers teaching one, two, or three periods in the middle school will be compensated for working one-half (1/2) preparational period. Teachers teaching four or more periods will be compensated for working one preparational period.

Section 15: Once teachers have completed credit requirements for advanced certification they will be reimbursed \$22/semester hour for college courses/continuing education units they take that meet prior administrative approval and that are pertinent to the improvement of their teaching skills or proficiency, or courses taken in a degree-seeking program within the field of education, or courses which relate to an advancement in position in the logical development of an educational career, i.e., educational administration, etc. Proof of such work must be presented by the teacher on or before September 1, for courses completed since September 1 of the previous year.

Section 16: Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns or health conditions as defined by the city, county or state health authorities may be rescheduled at the discretion of the Board to ensure that there are a minimum of but not to exceed, one hundred seventy-eight (178) days of actual student instruction. Teachers shall work on any rescheduled days with no additional compensation. The teacher's work year is based on one hundred eighty-one (181) teacher/student contact days and on hundred eight-five (185) teacher work days.

Section 17: A librarian, at each level, shall be required to work one (1) week in advance of the opening of school and to work one (1) week past the closing of school to properly file, shelve, catalog, and otherwise prepare for the opening and closing of the buildings. For this, they shall be paid at a rate equal to that of any other two (2) week pay period.

Section 18: Bargaining unit positions vacated by unit members on board-approved leaves of absence that extend beyond ninety-five (95) school days shall be considered vacated for the purposes of this section. Such leaves shall be subject to annual re-approval, and shall not exceed two (2) consecutive years, per individual unit member.

The district may hire a non-bargaining unit teacher for a time period not to exceed ninety-five (95) consecutive school days in a position before filling or eliminating the position.

If the employee on leave has not returned prior to the conclusion of one (1) ninety-five (95) day period, the position shall be posted and filled in accordance with the normal posting procedures or eliminated at the districts discretion.

ARTICLE V

LEAVE BENEFITS

Section 1: Any teacher absent from duty because of personal illness or injury shall be paid his/her full salary for the period of such absence, not to exceed a total of ten (10) sick days in any one year except where additional sick leave days have been accumulated. Said accumulation shall not exceed one hundred fifty (150) days. The days of sick leave shall be credited to the teacher on the first day he/she reports for duty in each school year. At the beginning of each school year each teacher shall be credited with the number of days

of sick leave not used during the previous years of service in this school system, subject to the maximum one hundred fifty (150) day accumulation requirement. The Board shall furnish to each teacher a written statement at the beginning of each school year setting forth the total of sick leave credit. Should a special situation arise, the Board may, on petition of the Association, grant additional sick leave to individual employees. (Should the petition not be granted, the Board shall inform the Association, in writing, of the reasons for the decision). Any teacher leaving the school system who has used such sick days in excess of his/her allowance (e.g., at the rate of one (1) day per month) shall have such sick leave pay deducted from his/her final check. Sick leave with pay will be granted to the extent of the employee's unused accumulated sick leave, for the following reasons:

- (a) Personal illness of a nature that prohibits successful fulfillment of duties.
- (b) Quarantine of employee.
- (c) Illness in the immediate family of employee. Limited to: Parents, siblings, spouse, guardian, or child ward.
- (d) Emergency situations may be handled at the discretion of the superintendent.
- (e) Illness or disability due to pregnancy.

Sick leave compensable under Worker's Compensation, or other insurance provided by the system shall be administered in the following manner:

- (a) The teacher shall receive, from the system, the difference between the insurance and his/her regular salary until such time as his/her sick leave day accumulation has been exhausted;

(b) The teacher's leave day accumulation shall be charged in the same proportion as the difference in regular salary paid by the district in (a) above computed to the nearest one-half (1/2) day. The Board reserves the right to require a doctor's statement of the member's condition of any illness.

Section 2: Termination - Upon resignation or upon retirement in accordance with the Michigan Public School Retirement Act, or in the event of the death of the employee, any employee with ten (10) calendar years of service or more may redeem up to fifty accumulated sick leave days at the rate of \$40.00 per day. In the event of death, the estate will be paid the money.

Section 3: Personal business is an activity of a nature that requires the teacher's presence during the school day and cannot be attended to at another time or day. Requests for personal business leave shall, when possible, be requested in writing five (5) school days in advance. Two (2) personal business leave days per year will be granted, providing substitutes are available. A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year, except with the approval of the superintendent. No personal leave shall be granted to a teacher on scheduled in-service days. Two (2) personal business days per year may be used. (The second business day will be charged against the sick leave allowance). One of these days need not meet the above criteria, providing substitutes are available. Any teacher not using his/her business leave day which is not charged against the sick leave in a given school year, will have one sick day added to his/her accumulated sick leave days.

Section 4: Leave of absence with pay will be granted for each day necessarily lost from work for the following reasons and not be charged against sick leave:

- (a) Death of a spouse, sibling(s), parent(s), guardian(s), or child ward, not to exceed five (5) days. One (1) day for death of the aforementioned relations of the teacher's spouse. Additionally, up to a maximum of (2) days per year may be used for death of employee's grandparents and mother-father-in-law. Other deaths are covered under personal business leave. Section 3 above.
- (b) Emergency situations may be handled at the discretion of the superintendent.
- (c) Conferences, conventions, or visitations to other schools when approved by the administration.

Section 5: Any pregnant employee shall notify the superintendent of her pregnancy and expected date of delivery not later than two (2) weeks after learning of said pregnancy. Upon written request, said employee shall be granted a maternity leave of absence for a period of up to one (1) calendar year, and may use unused accumulated sick leave for the period of physical illness or disability due to pregnancy during said leave. In the event such pregnancy seriously affects the work and/or attendance of the employee prior to her voluntarily taking a leave of absence, the employee shall be required to take a maternity leave at such earlier date as determined by the Board. In the event the employee fails to indicate readiness to return to work upon the expiration of said leave, she shall be terminated and forfeit any further rights she may have under this agreement or individual employment contract.

- (a) Leaves of absence shall commence at such time as the teacher is unable to continue on active duty due to her disability due to pregnancy, unless the teacher requests an earlier commencement time which is approved by the Board. Pregnancy leaves shall end at the beginning of the first marking period following the teacher's request to return to work, unless an earlier return is allowed by the Board.
- (b) In the event of an adoption of a child, any teacher shall upon written notification to the superintendent be granted a child care leave of absence for a period of up to one (1) calendar year.
- (c) At the termination of a leave of absence taken under this section, the teacher shall be returned to a position in the district for which the teacher is certified and qualified.

Section 6: A teacher called for jury duty or called by the Board to give testimony as a witness, not as a defendant, before any judicial or administrative tribunal or in an arbitration, negotiation, mediation, or fact-finding proceeding shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation if necessary to be absent for performance of the regular job for which contracted. The teacher must notify administration immediately upon notification of such duty to allow replacement or cancellation of such duty. This provision will not be observed if the teacher is called for such duty as an obligation of an elective position, such as but not limited to: Jury deputy, township official, etc.

Section 7: Absences not covered in the above items will result in the deduction in the salary equal to 1/185 of the total salary per year.

Section 8: When a teacher has exhausted all sick leave credits

and sickness and accident benefits, he/she shall be eligible for a medical leave of absence without pay of not to exceed twelve (12) months, provided he/she submits medical proof of inability to perform normal teaching duties. During the said twelve (12) month period, the Board may request medical recertification of inability to perform normal teaching duties. Such leave may be renewable annually upon the request of the teacher.

Section 9: Teachers may submit requests for leaves of absence without pay to the Board for consideration. The requests shall be in writing and shall contain a full explanation of the reasons for the desired leave of absence. The application shall be submitted to the superintendent for recommendation to the Board. The Board shall consider the request and provide an answer granting or denying the leave of absence as requested. The Board may indicate an alternative arrangement for leave of absence in its answer, which the teacher may accept by submission of an amendment to the original application. Subject to lay off and recall provisions of the master agreement, any teacher granted a leave under this section, upon return from the approved leave, shall be assigned to a position for which she/he is certified and qualified. Seniority and wage increments shall not accrue during a leave of absence. Subject to Article XI, Section 1.

The maximum length of any leave shall not exceed two (2) years and shall be reviewed subject to Board approval on an annual basis.

Section 10: Any teacher may request an unpaid professional improvement leave of absence. Such leaves may be taken for the purpose of advanced course work, educational research, educational travel or on-the-job practical experience in the teacher's field. Such leaves will be granted at the sole discretion of the Board. In the event the teacher being granted such leave has completed seven (7) or more years

of service with the district, the Board will continue to provide insurance benefits during the period of the leave limited to single subscriber rate for the employee only.

The maximum length of any leave shall not exceed two (2) years and shall be reviewed subject to board approval on an annual basis.

ARTICLE VI

FRINGE BENEFITS

Section 1: - Disability - The Board shall provide non-duty-related sickness and accident coverage through a carrier selected by the Board of Education which shall commence once the teacher has served a sixty (60) working-day waiting period. Working day shall be defined as a school calendar day, but shall exclude any day worked due to an appendix B position. Once the teacher has served the required sixty (60) working-day waiting period, the teacher shall be paid sixty-five per cent (65%) of his/her per-year salary excluding any monies received for appendix B work or other non-teaching or extra-teaching duties, for the duration of the disability or to age sixty-five (65), whichever comes first. Said sixty-five per cent (65%) shall include any social security benefits rather than be in addition to said benefits. All provisions of the insurance contract shall be controlling in determining eligibility for disability benefits. Disability occasioned by work-related injury shall be exclusively covered by worker's compensation.

Section 2: The employer shall pay the total cost of "full-family" MESSA Super Care II hospitalization insurance or equivalent Blue Cross/Blue Shield or M-Care hospitalization plan as selected by the teachers.

- (a) Where more than one (1) member of the same family, i.e., husband and wife, are employed by the Board and are eligible employees for the above specified health insurance coverage,

only one (1) of said employees shall be eligible for health insurance coverage. In the event an employee's spouse is employed by someone other than the Board and his/her employer provides comparable health insurance coverage, the Board shall be relieved of any liability for the purchase of health insurance for said employee. Not later than the third Monday of September each year every employee shall certify, in writing, that their spouse does not have comparable insurance coverage at his/her place of employment. Any teacher who elects not to take health insurance coverage through the school district shall be entitled to apply \$25 per month toward insurance options.

- (b) The Board agrees, that for teachers who complete the school year, it shall furnish appropriate fringe benefits for the months of July and August under the same conditions and to same extent as it did for the regular school year.
- (c) Teachers opting for Blue Cross coverage shall be provided \$5000 of term life insurance through a carrier selected by the Board.
- (d) The amount contributed by the Board toward the insurance premium for part-time employees shall be prorated in an amount proportional to the time worked.

Section 3: The Board shall provide each full time employee and dependents with Blue Cross/Blue Shield Comprehensive Dental program 75-75-50 with \$800 maximum. A representative from each party shall meet to assess carrier service of the current dental insurance program.

Section 4: The Board of Education shall provide each full-time employee and dependents with MESSA Vision Care Plan VSP-2.

Section 5: An employee shall be eligible for insurance coverage under this contract upon satisfaction of carrier eligibility requirements.

Section 6: - Sick Leave Bank -

1. The Board and Association will cooperate in the establishment of a sick leave bank. All regularly employed professional employees covered by this Agreement shall participate.
2. One (1) day of each employee's sick leave will be deposited in the bank each year until the bank is built up to a maximum of 250 days. No more days will be added to this maximum until the bank is depleted to 100 days. The bank will then be built up again to 250 days and the process repeated.
3. Additions will be made to the bank at the beginning of each fiscal year according to the above limitations. Deductions will be made from teachers who have been assigned teaching positions during the month of September for the calendar work year. If the bank is depleted during a fiscal year, teachers will deposit days to rebuild the bank at the rate of one day per staff member. Those teachers who have no days to give at that time will have their days subtracted from the next year's allotment.
4. An employee resigning from the district will not be allowed to withdraw contributed days.
5. The first twenty-five (25) school days of illness or disability will not be covered by the bank but must be covered by the person's own accumulated sick leave, or absence without pay.
6. Persons withdrawing sick leave days from the bank will not be required to replace these days except as a regular contributing

member of the bank.

7. The president of the Association shall certify as to the accuracy of the additions of, and deductions from, the bank.
8. The Association recognizes the responsibility of each member to use sick leave for its intended purpose.
9. A maximum of thirty-five (35) days during one school year may be drawn by one individual from the bank.
10. Nothing in this Article shall be construed as placing any obligation on the Board to advance or loan additional sick leave days to the bank should all days be used up in any period or periods of its operation.
11. The district will be required to pay sick leave benefits for no more than sixty (60) consecutive days (combined personal and sick bank days) for any specific illness. Any employee covered by this sick leave provision whose illness extends beyond the provision of this section may participate in the long-term disability insurance program if they so qualify. An individual may, however, use his/her personal sick leave days for any unrelated subsequent use of sick leave benefits.

ARTICLE VII

TEACHING HOURS

Section 1: The teacher is expected to be in the classroom or assigned location fifteen(15) minutes before the students' day begins and fifteen (15) minutes after the student's day ends.

Section 2: The parties recognize that the work week in education cannot be interpreted literally. The teacher is required, in addition to the regular classroom assignment, to make a careful daily preparation, to attend parent-teacher conferences and will normally be expected to

attend not more than two (2) staff meetings per month. However, if special situations arise, the building principal may schedule additional meetings. Teachers are also encouraged to attend performances of the students in plays, concerts, athletic activities and other extracurricular activities.

Section 3: The School Calendar shall be appendix D of this agreement.

Section 4: All teachers shall be entitled to a duty-free uninterrupted lunch period. The lunch period shall be minimum of thirty (30) minutes each day.

Section 5: The general schedules of the elementary, middle and high schools shall be set forth in appendix C.

ARTICLE VIII

TEACHING ASSIGNMENTS

Section 1: Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practical. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning elementary school teachers to different grade levels unless the teacher requests such change. In the event more than three preparations per semester are assigned to a teacher, the principal, when requested, will hold a conference to attempt to resolve the concerns and to discuss the reasons with the employee.

Section 2: Since the pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for a good cause, outside the scope of their teaching certificates or their major or minor field of study.

Section 3: Vacancies in regular teaching positions shall be posted

on the office bulletin board in the elementary, middle and high schools at least six (6) days in advance of the filling of said vacancy, except in situations which call for immediate filling of the position within thirty (30) days before the opening day of school. In filling posted vacancies, the Board shall consider experience, competency, qualifications, length of service in the district, staffing needs, and other relevant factors. When all factors are considered equal and acceptable, the Board will give preference to the applicant with the greater length of service in the district.

Section 4: Preference shall be given to teachers covered by this agreement in making appointments to the positions established in appendix B for which they are qualified. In the event that no volunteer exists from within the unit, the district will fill the positions from outside the bargaining unit. Nothing herein shall be construed to mean that the Board must fill any appendix B position.

Section 5: VACANCY shall be defined as the condition existing when a bargaining unit position has been opened, created, or vacated through retirement, resignation, dismissal, program restoration, or reassignment to another bargaining unit position.

Bargaining unit positions vacated by unit members on board-approved leaves of absence that extend beyond ninety-five (95) school days shall be considered vacated for the purposes of this section. Such leaves shall be subject to annual re-approval, and shall not exceed two (2) consecutive years, per individual unit member.

The district may hire a non bargaining unit teacher not to exceed ninety-five (95) day period, the position shall be posted or eliminated at the districts discretion and filled in accordance with the normal posting procedures.

Section 6: Annual Preference Forms-Teaching Assignments - All teachers will have an opportunity annually to express their preference for transfers in building assignments, grade level, and/or subject area. Request by a teacher for such transfers shall be made annually in writing on the above referred form and filed with the principal and superintendent each year by March 15. The application shall set forth the reasons for the transfer, the school, grade, or position desired, and the applicant's qualifications and signature. When possible, the administration will give consideration to the preference indicated, but all assignment or transfer requests will be evaluated consistent with the best interests of the overall district.

During the summer months when regular school is not in session, the board will forward vacancy postings to all bargaining unit members who have indicated an interest for said vacancy on the annual preference form.

ARTICLE IX

TEACHING CONDITIONS

Section 1: The parties recognize that optimum school facilities for both students and teachers are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

Section 2: Under no conditions shall a teacher be required to drive a school bus as part of his/her regular assignment.

Section 3: During the school day, teachers shall use preparation time for professional employee work-related purposes and for attending to legitimate personal work-place needs.

Section 4: The Board recognizes that appropriate multi-ethnic texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such education tools and the Board undertakes promptly to implement all joint decisions thereon made by the representative of the Board and the Association. The Board agrees at all times to keep the school reasonably equipped and maintained.

- (a) A media program, with libraries in each school, based upon the storage and retrieval of printed and audiovisual forms of communication, maintained by the Board and professionally staffed, shall be charged with the responsibility of implementing, enriching, and supporting the educational programs of the schools.
- (b) This media program should meet the criteria as presented in the University of Michigan's "ACCREDITATION STANDARDS", and should strive to meet those as presented in the North Central Association of Colleges and Secondary Schools' "POLICIES AND CRITERIA FOR THE APPROVAL OF SECONDARY SCHOOLS", and as presented in the American Association of School Librarians' "STANDARDS FOR SCHOOL MEDIA PROGRAMS".
- (c) The Board shall provide necessary in-service programs and continuing assistance to all staff members in the proper utilization of the materials center and in the screening and use of instructional materials. The Association shall assist the Board in development and implementation of this provision.

Section 5: The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in

maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a professional library in the district as a part of the total media program.

Section 6: The Board agrees to make available in each school adequate typing, duplicating, stencil, and mimeograph facilities, existing copying machines and clerical personnel to aid teachers in the preparation of instructional materials.

Section 7: The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities for teacher use and at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty planning room in which smoking shall be permitted. Provision for such facilities will be made in all future buildings.

Section 8: A telephone shall be made available to teachers for their reasonable use in the faculty planning room. Toll calls will be charged to the teacher if not related to school business. A record sheet will be posted near each phone. A teacher shall sign his/her name and record the number called for each personal toll call made.

Section 9: In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages may be installed at the request of the Association, the profits to be used for the existing Teachers' Recreational Fund.

Section 10: Adequate parking facilities shall be made available to teachers for their use and posted for use by school employees only during regular working hours.

Section 11: The Board shall provide:

- (a) A separate convenient lockable file cabinet or filing area for each teacher.
- (b) At least one (1) desk per room with a lockable drawer space.

- (c) Suitable closet space in each room to store coats, overshoes, and personal articles.
- (d) Adequate chalkboard space in every classroom.
- (e) Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
- (f) A dictionary acceptable for the grade level being taught in every classroom.
- (g) Adequate storage space in each classroom for instructional materials.
- (h) Adequate attendance books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.
- (i) Building administrators' are encouraged to communicate the disposition of all purchase requisitions submitted by teachers within two (2) weeks of their submission.

Section 12: Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being. The Board will not require a teacher to maintain, instruct, or supervise students in a classroom facility that does not meet the "Sanitation Standards for Schools", adopted by the Michigan Department of health, Regulations 325.721 - 325.746 Michigan Administrative Code, 1954.

Section 13: - PRIME Committee - The Board of Education and Fowlerville Education Association will cooperate in the establishment of a PRIME Committee.

The PRIME Committee will be composed of four staff members, one building administrator and the Superintendent. The teachers' representatives on the PRIME Committee will be appointed by the Association. The goals of the PRIME Committee will be:

1. To act as a partnership in the solution of problems and the promotion of ideas which will improve the quality of education and the level of communications between staff, administration and the Board of

Education.

2. To prepare, administer and review the results of the annual staff survey with the staff and administrators.
3. To prepare the annual calendar of program topics for district-wide and county-wide inservice and all professional staff development activities and present them to the Board for support.

Section 14: CURRICULUM Committee - The Board of education and the Fowlerville Education Association agree to establish a pilot program of curriculum coordinators for the purpose of curriculum study and coordination.

Section 15: Innovative and experimental programs will be encouraged, but such programs will be subject to the guidelines as outlined in this article. An innovative and experimental program may begin only when all of the following have been satisfied.

- (a) Discussion of such programs by the staff or department directly affected will be preceded by distribution of available information about the program. If possible, authorities in the area of the experimentation should be consulted for information.
- (b) The program must be adopted by at least seventy-five per cent (75%) of the affected staff in a secret ballot election, conducted by the CURRICULUM Committee, and if so, then the transfer procedure may be utilized by teachers who do not wish to participate.
- (c) All programs must be presented to the CURRICULUM Committee. Programs which receive the approval of the Committee shall then be presented to the Board.
- (d) Programs that are approved by the Board and put into effect shall be adequately funded.

Programs that have been put into effect must be evaluated at least once

each school year. Such Evaluations must be reduced to writing and distributed for staff information if the program is considered for extension. Extensions, if requested, will be subject to the provisions of paragraphs (a) through (d) above.

Section 16: - Teacher Evaluation -

- (a) Each teacher, upon his/her employment, or at the beginning of the school year, shall be apprised of the specific criteria upon which he/she will be evaluated.
- (b) It shall be a major administrative responsibility to assist teachers to become oriented to the district and improve instruction through direct classroom observation of the teacher's work and providing written summaries of those observations together with any recommendations the administrator may have for the teacher. Probationary teachers shall be observed and evaluated at least once per semester, and all tenure teachers shall be so observed and evaluated at least once every three years by an evaluator designated by their building administrator.
- (c) Those formal classroom observations referred to in (b) will be preceded by a pre-observation conference between the administrator and the teacher. The purpose of the meeting will be to discuss the teacher's objective, methods, and materials planned for the teaching - learning situation during which the teacher is to be observed. Within (10) ten work days after the classroom visitation there will be a meeting between the principal and the teacher to discuss the results of the visitation. If the teacher disagrees with the evaluation, he/she may submit, within ten (10) work days, a written reply which shall be attached to the original. Nothing shall preclude informal observations.

- (d) The evaluator shall endeavor not to interfere with the normal teaching - learning process.
- (e) All observations of the work of a teacher shall be conducted openly and with full knowledge of the teacher.
- (f) No formal or written teacher evaluation shall be based on less than thirty (30) continuous minutes of classroom observation.
- (g) Each evaluation of a teacher shall be followed by a personal conference between the teacher and his/her evaluator for purposes of clarifying the written evaluation report.
- (h) Those teaching qualities which are satisfactory shall be noted.
- (i) If an evaluator finds a teacher lacking, the reasons therefore shall be set forth in specific terms as shall be an identification of the specific ways in which the teacher is to improve and of assistance to be given by the administrator and other staff members. In subsequent evaluation reports, previous deficiencies shall be discussed.
- (j) No later than sixty (60) days prior to the end of the school year, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing year, will be furnished by the administration to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher at that time. If the report contains any 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 therefore in writing

with a copy to the Association and provide for a hearing where requested, prior to final determination by the Board.

- (k) When evaluating coaching personnel, the procedure utilized shall adopt and include the concepts found in subsections (c), (g), (h) of this section.
- (l) Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action.
- (m) A teacher will have the right to review the contents of all records of the district pertaining to said teacher, originating after original employment and to have a representative of the Association accompany his/her in such review.
- (n) No material originating after original employment shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in his/her file is inappropriate or in error, it shall be corrected, provided cause is shown by the teacher, whereupon the material shall be corrected or expunged from the file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material, nor that the evaluation procedure was properly utilized.
- (o) If any action is to be taken as a result of a complaint by any parent or if a record is to be made of the complaint, the teacher shall be so informed as soon as possible by whomever is taking the action.

(p) A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction of the rules or delinquency in professional performance. When request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

(q) No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or adversely evaluated without just cause. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

Section 17: The Board agrees that it shall establish maximum class size in accordance with the following:

<u>Grade Level</u>	<u>Maximum</u>	<u>Expansion Factor</u>
K	23	19
1 - 2	24	20
3 - 5	25	23
6 - 12	28	25

If at fourth Friday count, the maximum class size of Kindergarten classes is exceeded by nineteen (19) students, another class shall be formed and staffed. If at fourth Friday count, the maximum class size of twenty-four (24) pupils in first or second grade is exceeded by a sufficient number of pupils in a given grade to form another class of not less than twenty (20) pupils, an additional class shall be scheduled and appropriate staff provided. If at fourth Friday count, the maximum class size of twenty-five (25) pupils in a grade in grades 3 through 5 is exceeded by a sufficient number of pupils in a given grade to form another class of not less than twenty-three (23) pupils, an additional

class shall be scheduled and appropriate staff provided. If at fourth Friday count, the maximum class size of twenty-eight (28) pupils in grades 6 through 12 is exceeded by a sufficient number of pupils, in a given grade or subject matter to form another class of not less than twenty-five (25) pupils, an additional class shall be scheduled and appropriate staff provided.

- (a) Except as provided in subsection (c) of this section, no class shall exceed forty (40) pupils.
- (b) Special education shall be per state guidelines.
- (c) Special or traditionally large classes, such as music and classes with facilities designed to accommodate specific numbers of learning stations which are different from the guidelines, may deviate from these conditions.
- (d) The Board shall make an effort to level class size within grade levels and subject matters. However, it is understood and agreed that variations may exist in class size in grade levels and subject matter.
- (e) The number of students assigned shall not exceed the number of learning stations in the room for the following: science, business and language labs.
- (f) Teachers with classes in excess of the maximum number of students, but less than the number to form another class, who feel that the situation causes an educational problem, may discuss this specific problem with their principal. If the principal concurs that the problem raised by the teacher is of significant scope to require assistance or relief, the principal shall recommend to the superintendent that such assistance or relief be given the teacher. If the superintendent concurs with the recommendation of the principal, he/she shall provide such requested assistance or relief, providing

financial conditions permit.

ARTICLE X

LAY-OFF -RECALL-REDUCTION

Section 1: In the event that this district shall be combined with one or more districts, the Board will use its best efforts toward the continued employment of its members in such consolidated district.

Section 2: Teachers may be laid off as a result of a reduction in personnel when instructional programs are reduced or eliminated because of a decrease in student enrollment, or a decrease of earmarked funds from state or federal sources for those programs, to accommodate the return of a teacher from leave of absence, or because of a change in programs. Reduction of teaching personnel may also be effected by the Board if, at any point in the fiscal year, it is officially determined that there could be less than a fiscally prudent amount of unreserved fund equity remaining at the end of the fiscal year.

Section 3: No teacher shall be laid off as a result of a necessary reduction in personnel for any school year or any portion thereof unless said teacher shall have been notified of said layoff at least thirty (30) calendar days prior to the effective date of layoff. The Board's obligation to pay salary or fringe benefits under any employee's individual employment contract or under this collective bargaining agreement shall terminate upon layoff.

Section 4: In the event that a reduction in personnel, as heretofore defined, shall become necessary, the Board shall first retain those teachers possessing current teaching certificates with the longest period of continuous teaching service in the school district who are certified to teach in the specific subject ~~matter~~ areas to be preserved and possess a major or minor or previous teaching experience in the district in the specific subject matter areas to be preserved. This section shall not supersede any require-

ments of the Tenure Act.

- (a) In the event of layoff, the Board will make every effort to assist separated personnel in securing other teaching situations.
- (b) The Board shall recall laid off teachers to vacancies as they arise on the basis of greatest length of continuous service, provided the teacher is certified and possesses a major or minor, or previous teaching experience in the district in the specific subject matter areas.
- (c) The Board shall give written notice of recall from layoff to teachers by sending a registered letter to said staff member at his/her last known address. It shall be the responsibility of each staff member to notify the Board of any change in address. The staff member's address, as it appears on the Board records, shall be conclusive when used in connection with layoffs, recalls or other notice to the staff member. If the teacher fails to notify the Board within ten (10) days from the date of receipt of the letter, unless an extension is granted in writing by the Board, said staff member shall be considered a voluntary quit.
- (d) In the event a position is re-established and the person formerly holding the position is on staff, that person shall be given preference for the re-established position unless such reassignment would result in the layoff or continued unemployment of another teacher.

Section 5: Teachers shall inform the superintendent in writing of any contemplated changes in certification or majors or minors by May 1, of each year. Changes in a teacher's certification or majors or minors by August 20, of any year, shall entitle the teacher to be assigned to a position for which the teacher is newly certified and qualified on the basis of tenure and

seniority prior to the start of that year but not during the school year. Changes in a teacher's certification or qualifications after August 20, shall not entitle the teacher to be assigned to a position for which the teacher is newly certified or qualified unless there is a vacancy.

Section 6: The Board of Education shall have no obligation to reassign or transfer employees around in order to make positions for which tenure teachers or teachers with greater seniority would be certified and qualified but may do so in its discretion. The Board of Education shall have no obligation to create part-time positions. Nothing in this section shall prohibit a more senior teacher who is being laid off, from having the right to be directly assigned to a position for which he/she is qualified and certified, which is held by a less senior teacher, as provided for in Section 4.

ARTICLE XI

SENIORITY

Section 1: Continuous teaching service shall be measured from the effective date of hire and shall be defined to mean the amount of time the individual has been continuously employed by the district in a regular teaching capacity. Time spent on medical leave, layoff status, or disability will not be construed as a break in continuous service, and seniority during such period shall accrue. Up to one year seniority shall be granted for a child care leave.

Seniority and wage increments shall not accrue during time spent on personal unpaid leave, professional improvement leave, or while serving the district in a non-bargaining unit capacity.

Any bargaining unit member hired prior to 7-1-89 becoming an administrator in Fowlerville Schools shall have their bargaining unit seniority frozen. Upon return to teaching status they shall have an entitlement only to the seniority that had been previously earned. Time spent as an admin-

istrator shall not accrue any additional teaching seniority.

A teacher seniority list shall be maintained by the district and certified by the association. Teachers shall be ranked in order of seniority. Accompanying the name of each teacher shall be a listing of the teacher's certification and endorsements. Said seniority list shall be presented to the Association annually during the month of November for review. Corrections shall be brought to the attention of the administration within thirty (30) days thereafter.

In the event two or more teachers have the same effective date of hire, the last four (4) digits of their social security numbers, beginning with the highest number first, shall determine their ranking on the seniority list.

ARTICLE XII

PROTECTION OF TEACHERS

Section 1: Since the teacher's authority and effectiveness in the classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with full responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to provide appropriate services for the student and to remove, when appropriate, the student from the regular classroom.

Section 2: The Board recognizes its responsibility to continue to give

administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established Board policy.

Section 3: The Board will provide liability insurance for teachers to protect them from a complaint or suit against the teacher by reason of action taken by the teacher while performing his/her duties within the scope of Board policy.

Section 4: Any cases of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. The Board shall not be obligated to provide legal defense in criminal proceedings.

Section 5: The Board will reimburse teachers for any proven theft, or malicious damage or destruction of clothing or personal property of the teachers while on duty in the school or on the school premises, providing there is not negligence on the part of the teacher. Such reimbursement shall be limited to the amount not reimbursed by any insurance the teacher may have. This provision shall not apply to the theft of money.

Section 6: 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 the teacher was not at fault.

Section 7: A teacher may, at all times, use such force as necessary to protect himself/herself, a fellow teacher or administrator, or a

student from attack, physical abuse, or injury. The Board agrees to indemnify teachers against any damages, fines, legal fees or other costs as a consequence of any act authorized by a written statement of the Board or by the provisions of this paragraph. The Board may also prohibit teachers from direct action in certain situations and agrees to indemnify teachers against any damages, fines, legal fees or other costs incurred as a consequence of such inaction.

ARTICLE XIII

PROFESSIONAL BEHAVIOR

Section 1: The Association recognizes that abuses of sick leave or other leave, 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. The Board, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of discipline shall be promptly reported to the offending teacher. The Association will use its best efforts to correct breaches of professional behavior by any teacher.

ARTICLE XIV

NEGOTIATION PROCEDURES

Section 1: It is contemplated that matters not specifically covered by this agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this contract by mutual agreement. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary public information, and otherwise constructively considering and resolving any such matters.

Section 2: At least sixty (60) days prior to the expiration of this agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.

Section 3: In any negotiations described in this article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining subject only to such ultimate ratification.

Section 4: If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Board or take any other lawful measures it may deem appropriate.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of this agreement or written board policies affecting working conditions of the teacher. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:

- (a) The termination of services or failure to re-employ any probationary teacher.
- (b) Placing of a nontenure teacher on a third year of probation.

- (c) Any matter covered by the Michigan Teacher Tenure Act, including those areas where the Tenure Act prescribes a procedure or authorizes a remedy such as discharge and/or demotion.

Should a teacher/Association feel that there has been a violation, he/she will take the following steps:

Step 1: The teacher/Association with or without a designated representative, shall discuss the grievance with the principal informally within five (5) work days of the alleged violation and, if not resolved, shall file a written grievance with the principal within fifteen (15) work days of the alleged violation and discuss the written grievance with the principal within five (5) work days after the grievance is filed. If no satisfactory conclusion is reached within five (5) work days following the discussion of the written grievance with the principal, the teacher/Association shall submit the written grievance within five (5) work days of the discussion with the principal to Step 2. A grievance which is not within the scope of a building principal's authority may be filed initially at Step 2. The written grievance, as required herein, shall contain the following:

- (1) it shall be signed by the grievants/Association;
- (2) it shall be specific;
- (3) it shall contain a synopsis of the facts giving rise to the alleged violation;
- (4) it shall cite the section or subsections of this contract or written Board policy alleged to have been violated;
- (5) it shall contain the date of the alleged violation;
- (6) it shall specify the relief requested;
- (7) it shall indicate approval or disapproval by the Association.

Step 2: The superintendent or his/her designated agent shall arrange a

meeting with the grievant and/or the designated Association representative at the option of the grievant within ten (10) work days after receipt of the grievance to discuss the grievance. Within ten (10) work days of the discussion, the superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association secretary, building principal in which the grievance arose, and place a copy of same in a permanent file in his/her office. If the decision of the superintendent is unsatisfactory to the grievant/ Association the grievant/Association may appeal same to the Board of Education by filing a written grievance, along with the decision of the superintendent, with the officer of the Board in charge of drawing up the agenda for the Board's meeting within ten (10) attendance days of receipt of the superintendent's decision.

Step 3: Upon proper application as specified in Step 2, the Board shall allow the teacher/grievant and/or his/her Association representative an opportunity to be heard at a meeting of the Board within twenty (20) work days of notification of appeal to this step. The Board shall render its decision, in writing, within fifteen (15) work days of the meeting. A copy of the written decision of the Board shall be forwarded to the superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the representative of the Association.

Step 4: If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration provided the submission is made in writing to the superintendent within ten (10) work days after receipt of the Board's

answer. If the grievance is timely submitted to arbitration, an arbitrator shall be selected in the following manner.

- (1) The parties shall meet within ten (10) working days of the submission to arbitration for the purpose of selecting a mutually agreeable arbitrator. If the parties cannot agree within five (5) work days then:
- (2) The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding.
- (3) The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground, or rely on any evidence not previously disclosed to the other party. The arbitrator shall have no authority to change, alter, modify or add to the terms and provisions of this agreement. Both parties agree to be bound by the award of the arbitrator to the extent the award was within the scope of his authority.

The fees and expenses of the arbitrator, including the filing fee, shall be shared equally.

Section 2: Failure to appeal a decision at any level within the specified time limits shall be deemed an acceptance of the decision at that level.

Section 3: The Teacher/Association will have the right to withdraw a grievance at any level without prejudice to the Association or other teachers.

Section 4: A grievance may not be processed past Step 3 without the approval and endorsement of the Association.

Section 5: The time limits provided in this article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its

best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

Section 6: Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

Section 7: The Association will have on file, in the office of the superintendent, the names of the Association representative in each building.

Section 8: Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this agreement, provided the Association has been given opportunity to be present at such adjustment.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

Section 1: The Board agrees, at all times, to maintain an adequate list of certified substitute teachers. Teachers shall be informed of a telephone number they should call at least one (1) hour prior to reporting time to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administrator to arrange for a substitute teacher.

Teachers may submit the name of a certified substitute teacher appearing on the Board's list of substitute teachers which he/she prefers to substitute in his/her absence. The administrator will consider such request. If the administrator concurs and the preferred substitute teacher is available, such teacher shall be offered the position.

Teachers are encouraged to submit written evaluations of the performance of substitute teachers to the building principal.

Section 2: This agreement shall supercede any rules, regulations or

practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supercede any contrary or inconsistent terms contained in any individual teacher contracts theretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this agreement. The provisions of this agreement shall be a legal contract between the Board and the Association. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be void except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

Section 3: Copies of this agreement shall be printed and supplied to all teachers now employed or hereafter employed by the Board, and twenty-five (25) copies for Association use.

Section 4: No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver, or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver, or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreement, understandings and arrangement heretofore existing.

Section 5: For those employees who properly execute and personally deliver to their building principal for transmittal to the Board, authorization for payroll deduction cards, the Board agrees to deduct the specified sum and remit same to the Livingston-Oakland Federal Employee Credit Union each payroll period.

Section 6: Employment of teachers aides shall not result in the displacement of teachers.

ARTICLE XVII

CONTINUITY OF OPERATION

Section 1: The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, without interruption of the school program. Accordingly, the Association agrees that during the term of this agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board. The Association acknowledges that the participation in such prescribed activity constitutes "just" cause for discharge of any teacher involved.

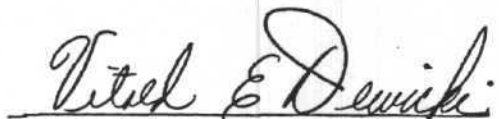
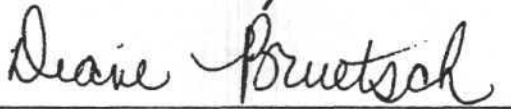
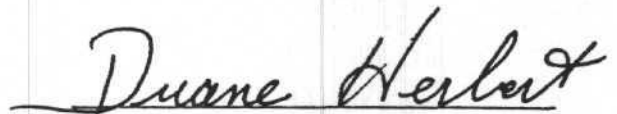
ARTICLE XVIII

DURATION OF AGREEMENT

This agreement shall be effective upon ratification by both parties except salary which shall be retroactive and shall continue in effect through the 31st day of August 1992. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

FOWLerville EDUCATION ASSOCIATION

FOWLerville BOARD OF EDUCATION



APPENDIX A - 1

The following shall be the schedule of basic teacher salaries for the school year 1989-90.

	Bachelors	Masters	MA+15 Semester Hours after Receipt of the MA Degree
First Year	\$ 21,233.00	\$ 22,381.00	\$ 22,668.00
1/2	21,873.00	23,087.00	23,391.00
Second Year	22,512.00	23,791.00	24,109.00
1/2	23,201.00	24,535.00	24,868.00
Third Year	23,889.00	25,273.00	25,618.00
1/2	24,582.00	26,025.00	26,387.00
Fourth Year	25,273.00	26,783.00	27,159.00
1/2	25,965.00	27,538.00	27,930.00
Fifth Year	26,655.00	28,292.00	28,703.00
1/2	27,348.00	29,050.00	29,475.00
Sixth Year	28,035.00	29,802.00	30,244.00
1/2	28,727.00	30,556.00	31,011.00
Seventh Year	29,419.00	31,311.00	31,783.00
1/2	30,122.00	32,063.00	32,548.00
Eight Year	30,824.00	32,808.00	33,305.00
1/2	31,517.00	33,570.00	34,084.00
Ninth Year	32,209.00	34,329.00	34,857.00
1/2	32,892.00	35,082.00	35,632.00
Tenth Year	33,574.00	35,836.00	36,403.00
1/2	34,285.00	36,594.00	37,169.00
Eleventh Year	37,715.00	40,217.00	40,845.00

APPENDIX A - 2

The following shall be the schedule of basic teacher salaries for the school year 1990-1991.

	Bachelors	Masters	MA+15 Semester Hours after Receipt of the MA Degree
First Year	\$22,507.00	\$23,724.00	\$24,028.00
1/2	23,185.00	24,472.00	24,794.00
Second Year	23,863.00	25,218.00	25,556.00
1/2	24,593.00	26,007.00	26,360.00
Third Year	25,322.00	26,789.00	27,155.00
1/2	26,057.00	27,587.00	27,970.00
Fourth Year	26,789.00	28,390.00	28,789.00
1/2	27,523.00	29,190.00	29,606.00
Fifth Year	28,254.00	29,990.00	30,425.00
1/2	28,989.00	30,793.00	31,244.00
Sixth Year	29,717.00	31,590.00	32,059.00
1/2	30,451.00	32,389.00	32,872.00
Seventh Year	31,184.00	33,190.00	33,690.00
1/2	31,929.00	33,987.00	34,501.00
Eight Year	32,673.00	34,776.00	35,303.00
1/2	33,408.00	35,584.00	36,129.00
Ninth Year	34,142.00	36,389.00	36,948.00
1/2	34,866.00	37,187.00	37,770.00
Tenth Year	35,588.00	37,986.00	38,587.00
1/2	36,342.00	38,790.00	39,399.00
Eleventh Year	39,978.00	42,630.00	43,296.00

APPENDIX A - 3

The following shall be the schedule of basic teacher salaries for the school year 1991-1992.

	Bachelors	Masters	MA+15 Semester Hours after Receipt of the MA Degree
First Year	\$23,857.00	\$25,147.00	\$25,470.00
1/2	24,576.00	25,940.00	26,282.00
Second Year	25,295.00	26,731.00	27,089.00
1/2	26,069.00	27,567.00	27,942.00
Third Year	26,841.00	28,396.00	28,784.00
1/2	27,620.00	29,242.00	29,648.00
Fourth Year	28,396.00	30,093.00	30,516.00
1/2	29,174.00	30,941.00	31,382.00
Fifth Year	29,949.00	31,789.00	32,251.00
1/2	30,728.00	32,641.00	33,119.00
Sixth Year	31,500.00	33,485.00	33,983.00
1/2	32,278.00	34,332.00	34,844.00
Seventh Year	33,055.00	35,181.00	35,711.00
1/2	33,845.00	36,026.00	36,571.00
Eight Year	34,633.00	36,863.00	37,421.00
1/2	35,412.00	37,719.00	38,297.00
Ninth Year	36,191.00	38,572.00	39,165.00
1/2	36,958.00	39,418.00	40,036.00
Tenth Year	37,723.00	40,265.00	40,902.00
1/2	38,523.00	41,117.00	41,763.00
Eleventh Year	42,377.00	45,188.00	45,894.00

APPENDIX A - 4

LONGEVITY

	<u>89-90</u>	<u>90-91</u>	<u>91-92</u>
16-20 Years	\$300	\$400	\$450
21-25 Years	\$600	\$700	\$800
26+ Years	\$900	\$1,000	\$1,200

Longevity payment shall be included in the first or second paycheck in June.

APPENDIX B

In addition to the basic teacher salary as provided in the foregoing, there shall be paid the following sum after the successful completion of the activity and recommendation of immediate supervisor. Percentages are applied to the Bachelor's base.

1. High School Instrumental Music	10%
2. FFA	5%
3. Faculty Sponsors	
a. Yearbook - High School	4%
Middle School	2%
b. Student Council - High School	6%
Middle School	3%
c. Cheerleaders per season (Fall sponsor will do spring tryouts as part of the per season compensation.)	
High School - 2 Coaches	3%
High School - 1 Coach	2%
d. Senior Class	2.5%
e. Junior Class	2.0%
f. Sophomore Class	1.5%
g. Freshman Class	1.5%
h. National Honor Society	3%
4. Director of Play (Per Play)	3%
5. Athletics - in addition to the following percentages, \$100.00 for each year of coaching experience in that sport up to and including six years. Credit for exper- ience in another district may be granted upon recommend- ation of the administration.	
a. Head Football Coach	13%
(5) Assistant Football Coaches*	36%
b. Head Basketball Coach	12%
(4) Assistant Basketball Coaches*	23%
c. Head Baseball Coach	8%
(1) Assistant Baseball Coach	6%

d. Track	8%
(1) Assistant Track	5%
e. Cross Country	8%
f. Wrestling	12%
(1) Assistant Wrestling	5%
g. Golf	5%
h. Head Girls Basketball Coach	12%
(3) Assistant Girls Basketball Coach	17%
i. Girls Track Coach	8%
(1) Assistant Girls Track Coach	5%
j. Head Volleyball Coach	8%
(1) Assistant Girls Volleyball Coach	5%
k. Head Softball Coach	8%
(1) Assistant Softball Coach	6%
6. Middle School Intramurals	15%
7. Driver Education	
Behind the Wheel	\$11.50/hr.
Classroom	\$12.00/hr.

*The Athletic Director and the Principal will allocate the percentages based upon the recommendation of the head coach.

All extracurricular assignments are nontenured positions and no individual shall have an assurance of re-employment in any extracurricular position from one year to the next. The Board of Education shall fill extracurricular positions on an annual basis. High School instrumental music shall be a required assignment for the high school instrumental music teacher unless that extracurricular activity is eliminated by the Board.

APPENDIX C

TEACHING HOURS

Section 1: The elementary teachers' schedule will be from 8:15 a.m. to 3:15 p.m. Teachers shall have the first 45 minutes during the work day for preparation, meetings called or approved by the administration, conferences and/or specialized instruction to students. During time when students receive instruction by special teachers (e.g., music and physical education, etc.) the regular classroom teacher will use such time as preparation time, as defined elsewhere in this contract. The Board and the Association agree that in the event instruction by elementary special teachers is reduced or eliminated, the board has no obligation to provide preparation time for the regular classroom teacher which is available when such special instruction is provided. However, the parties agree to discuss the impact of the same. Normal student contact time shall not exceed five hours and ten minutes.

Section 2: The middle school teachers' schedule will be from 7:50 A.M. to 2:50 P.M. Each classroom teacher will be assigned a preparation of fifty-five (55) minutes in duration with not less than forty-five (45) of the minutes being consecutive.

Section 3: The high school teachers' schedule will be from 7:45 A.M. to 2:45 P.M. Each classroom teacher shall be assigned no more than five (5) teaching periods and will be assigned preparation time of not less than one (1) normal class period in duration.

Section 4: The Board shall have the right to modify the above times not to exceed twenty (20) minutes either way to accommodate busing schedules or for other reasons provided the total work day is not increased.

APPENDIX D
SCHOOL CALENDAR 1989-1990

August 28 - Monday	Teacher Work Day
August 29 - Tuesday	First Student Day
September 1 - 4	Labor Day Break
November 3 - Friday	End of First Marking Period
November 8 - Wednesday	*Elementary Parent/Teacher Conferences Afternoon and Evening
November 9 - Thursday	*Elementary Parent/Teacher Conferences Afternoon and Evening/ $\frac{1}{2}$ Day Students
November 9 - Thursday	*Secondary Parent/Teacher Conferences Afternoon and Evening/ $\frac{1}{2}$ Day Students
November 10 - Friday	Students No School Elementary Staff No School Secondary Teachers/ $\frac{1}{2}$ Day In-Service $\frac{1}{2}$ Day Comp Time
November 22 -24	Thanksgiving Break
December 21 - January 2	Winter Break
January 19 - Friday	End of First Semester
January 22 - Monday	Students/ $\frac{1}{2}$ Day School Teachers - Work Day
February 23 - Friday	**County-Wide Inservice
March 23 - Friday	End of Third Marking Period
March 28 - Wednesday	*Elementary Parent/Teacher Conferences
March 29 - Thursday	*Secondary Parent/Teacher Conferences
March 30 - Friday	Half Day
April 13 - 20	Spring Break
May 28 - Monday	Memorial Day Break
June 8 - Friday	Last Student Day
June 11 - Monday	Teacher Work Day

** District Inservice if County-Wide Inservice is not held.

* All staff must report for entire work day.

This calendar is subject to the provisions of Article IV, Section 16.