

Fenton Area Public Schools

Board of Education

and

The Fenton Education Association

2013-2015 Agreement

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This agreement entered into this September 1, 2013 by and between the Board of Education of the Fenton Area Public Schools, Fenton, Michigan, hereinafter called the "Board" and the Fenton Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Fenton is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the Board recognizes the educational expertness of the teachers and views the consideration of educational matters as a mutual concern, and

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, and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified personnel, including personnel on tenure, on per diem appointments, classroom teachers, special education teachers, substitute teachers, guidance counselors, librarians, school psychologists and social workers, speech and hearing therapists, advising or critic teachers, teachers of the housebound or hospitalized, attendance or truant officers, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel, and all non-certified personnel including office and clerical employees, cooks, custodians, and bus drivers.

The Association also represents probationary teachers for wages, hours and working conditions, but the Board reserves its rights of transfer and discharge under the Tenure Act of 1964. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined, and references to male teachers shall include female teachers.

- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of the Agreement, provided that the Association had been given opportunity to be present at such adjustment.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws, Teacher Tenure Act of 1964, and Act 379, Public Acts of 1965. The rights granted to teachers hereunder shall be deemed to be in addition to these provided elsewhere.

ARTICLE II

DEDUCTION OF EDUCATION ASSOCIATION DUES

- A. The Board agrees to deduct from the salaries of teachers, dues for the Fenton Education Association, the Michigan Education Association and the National Education Association, when voluntarily authorized in writing by each teacher desirous of having such dues deducted.
- ~~1. It is recognized that because of religious conviction, or otherwise, some teachers object to joining any organization engaged in collective bargaining. At the same time, it is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements.~~
 - ~~2. In the event a teacher shall not join the Association and execute authorization for dues deduction, such teacher shall, as a condition of continued employment by the Board, execute an authorization for the deduction of a service fee the amount of which is determined by an arbitrator, which fee shall be forwarded to the Association.~~
- B. Regular dues for any or all of the above stated organizations shall be deducted together, as one deduction, in 10 equal monthly installments.
- C. Dues authorization filed with the Superintendent on or before the 16th day of September of each year, shall become effective with the first scheduled dues deduction of the coming school year. Dues authorization filed after the first day of January, shall be deducted together, as one deduction, in five equal monthly installments of the second semester.
- D. Dues authorization once filed with the Superintendent shall continue in effect until a revocation form in writing and signed by the teacher is filed with the Superintendent and the Membership Chairman of the Association. ~~Thereafter the teachers shall be subject to pay the negotiation fee and revocation form must be filed subsequent to June 1 and prior to September 1 of any year.~~

- E. The Association shall, on or before September 7 of each school year, give written notification to the Superintendent of the amount of its dues and those of the MEA and NEA which dues are to be deducted in the coming school year under such dues authorizations. The amounts of deductions for these dues, as per said written notification shall not be subject to change during the entire school year.
- F. For the purposes of this Article, the term "school year" shall include the period beginning with the first teacher working day of the school in the fall to the last teacher working day of the school in the spring.
- G. Dues deductions shall be transmitted by the Superintendent to the Association Treasurer within 20 days after such deductions are made. The Association shall be responsible for disbursements of MEA and NEA dues paid to it to the Treasurers of those organizations.
- H. All refunds claimed for dues of the Association, MEA, or NEA under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive dues deductions.
- I. Any dispute between the Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.
- J. The Association will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purposes of complying with this Article.
- ~~K. Non member service fee will be subject to paragraphs A, B, F, G, H, I, and J above.~~
- ~~L. Any teacher not exempted in Paragraph A who shall refuse to pay the service fee shall be subject to dismissal upon filing of written charges by the Association.~~
- M. The Association shall assume all costs and liabilities of whatever nature incurred by the Board for the enforcement of this Article.

ARTICLE III

BOARD RIGHTS

Subject to the provisions of this Agreement and Public Act 379 of the Public Acts of 1965, the Board reserves and retains full rights, authority and discretion to control, supervise, and manage the operation of all schools and the educational process and to make all decisions and policies not inconsistent with the expressed terms of this Agreement and limited only by such terms.

All existing policies relating to employment, not inconsistent with or abrogated by this Agreement shall continue in full force and effect. The parties recognize the right of the Board unilaterally to make changes in such policies not inconsistent with the terms of this Agreement. In the event that a change in any policy affecting wages, hours, or terms and conditions of employment is contemplated, the Association will be informed and given an opportunity to express its position. The Board agrees to consider any expressed position of the Association or any recommended policies or policy changes relative to wages, hours, and terms and conditions of employment submitted by the Association.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE IV

TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly elected body exercising governmental power under cover of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 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 this membership in the Association, his participation in any lawful activities of this Association, or collective professional negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency.
- C. The Association and its members shall have the privilege of using school facilities for meetings outside of school hours.
- D. No teacher shall be prevented from wearing official insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards in the teachers' lounges and the school communication system including the daily bulletin shall be made available to the Association and its members, provided, that all materials posted or placed in the school communication system relate to the official business of the Association and such communication shall be cleared by the Association representative.
- E. The Board agrees to furnish to the Association in response to written requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievances or complaints. The Board is under no duty to incur cost for any reproduction. The Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.
- F. A copy of the official agenda of the Board meeting and the copy of the minutes of the previous meeting will be available to the Association at the Superintendent's office prior to said meeting.
- G. A teacher shall at all times be entitled to have present a representative of the Association when being reprimanded or disciplined for an infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representation of the Association is present. It is further agreed that the administrator doing the reprimanding or disciplining may have as a witness another administrator.
- H. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or lack thereof shall be grounds for any *discipline* or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board as long as it is consistent with the high standards of the teaching profession.

- I. The provisions of the Agreement and wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, ages, sex, marital status, or membership in or association with the activities of any employee's organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin, and to seek to achieve full equality of educational opportunity to all pupils.
- J. Each teacher shall have the right upon request to review the contents of his own personnel file, except college credentials which are confidential. A representative of the Association may be requested by the teacher to accompany the teacher in such a review. A teacher will be given a copy of any non-confidential material in his file upon request.

ARTICLE V

TEACHER RESPONSIBILITIES

- A. It is the responsibility of the Association and individual teachers to honor Board policies and administrative regulations that are in accord with this Agreement and the laws of the State of Michigan and of the United States of America. It is neither the function nor the right of the Association or individual teachers to assume or accept administrative responsibilities.
- B. It is the responsibility of the Association and each individual teacher, as well as the Board, to strive for the highest quality educational program possible for every boy and girl in the school district. This requires when feasible:
 1. Careful daily preparation.
 2. Participation in building and district-wide curriculum study.
 3. Participation by attendance only in public performances of children in plays, concerts, athletic activities, and any student money-making activities.
 4. Participation in parent-teacher conferences and one annual open house, not to exceed 1 1/2 hours, are required. When conferences are held outside of the established school hours, release time will be authorized during the regular school hours in an equal amount.
- C. In order to provide continuing health protection for students and other school personnel, it shall be the policy of the Fenton Area Public School District that:
 1. Upon initial employment each employee shall provide by certification of a physician evidence of:
 - (a) Such state of physical and mental health that he is able to attend to his assigned duties without undue absence during the ensuing year.
 - (b) Freedom from active tuberculosis and other communicable diseases.
 2. A statement shall be filed with the employee's personnel record within 14 days after the first day of regular school sessions at such intervals as is required by law, and shall be available for examination by public health department personnel. Either the tuberculin skin test or a chest X-Ray is acceptable.
 3. Wages of an individual will be withheld after the 15th day until compliance is made, following which any such withholding will be immediately paid to the individual as soon as proof is given to the Superintendent of Schools.

D. Part-Time and Shared-Time Teacher Responsibilities

1. A part-time teacher is a teacher who is employed for less than full time. A shared time teacher is a teacher who has an assignment in multiple buildings.

2. Part-time and shared-time teachers shall be present for parent teacher conferences and attend in-service in pro-ration to their assignment. They shall attend one open house. They shall be paid extra if they attend more than one. They shall attend all exams scheduled for their assigned classes. They shall attend staff meetings or meet with the principal to get the information depending on their specific schedule. They must fulfill all obligations of records day and must be present in pro-ration to their assignment. Committee participation is voluntary. They are not required to sub beyond their contracted day.

3. A part-time teacher shall accrue seniority on a prorated basis effective with the 2011-2012 school year. Part-time teachers shall progress on the salary schedule the same as full time teachers.

ARTICLE VI
PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Appendix B. Such salary schedule shall remain in effect during the term of this Agreement.

B. Previous Experience: For certified teachers, seven full years experience in other school systems will be accepted with full credit on the schedule. The individual may waive up to five (5) of the seven (7) years of credit for previous teaching experience. The Board, with the approval of the Association, may pay above the schedule for personnel in extremely short supply when the school program would suffer unduly if the school system was forced to operate without such personnel. One increment step shall be granted for vocationally certified teachers teaching a full day of vocational classes.

C. Substitute Teachers

1. A substitute teacher employed on a day-to-day basis shall be paid at a rate determined by the Board.

2. When a substitute teacher is employed for a consecutive period in excess of ten days in the same position, the rate of compensation beginning on the eleventh school day shall be \$82.00 per day.

3. All regularly employed teachers, when substituting within the system, shall be paid \$26.48 for 2013-14.. Sub time pay shall be paid in no less than half-hour increments.

4. When any regularly employed elementary teacher shall substitute for a music, art, or physical education teacher he shall receive the driver education rate per hour on a pro-rated basis.

5. Sub time at the high school and middle school will be pro-rated for the length of the block.

- D. Staff and Curriculum Development: Teachers who voluntarily participate in Staff and/or Curriculum Development activities within the district which occur outside the contracted work day, and who receive approval for the activity in advance will be compensated according to the following provisions:
1. Workshop Presenter/Facilitator—A teacher who is selected to lead a workshop and/or staff development activity shall be compensated at his/her normal daily teaching rate. In addition to per diem rate for the presentation, the presenter shall receive a \$100 stipend for preparation, whether half day or full day.
 2. Product Development—A teacher who is selected to participate and be an active member of a product development committee (i.e.-Math Core Curriculum) shall be compensated at an hourly rate equivalent to the substitute rate as provided for in Article VI-C-3.
 3. Workshop Participant—A teacher who participates in any other form of a workshop which does not have as its immediate outcome a product for immediate district-wide use shall be compensated at a stipend equivalent to one-half of #2 above.
 4. District Committees—A teacher who participates as a member of the DSIC (District School Improvement Committee) or DISC (District Instructional Services Council) will receive a stipend of \$100 each annually.
 5. School Year Staff Development—A teacher who participates in a district Staff Development activity during the school calendar year, but beyond the contractual year, will receive a stipend of \$125 per day. Under no conditions can any form of a paid leave day be taken. These days may be scheduled immediately preceding the contractual year, immediately following the contractual year, or on any other non-contractual day within the school calendar year.
 6. Summer Conferences—During the summer, the Board may offer teachers the opportunity to attend staff development conferences, which carry with it a conference registration fee. That fee and additional expenses associated with the conference may be paid by the district.
 7. Building School Improvement Committee—A teacher who participates as a member of a building school improvement committee will receive a stipend of \$100 annually. It is understood that other forms of professional activities may occur on a voluntary basis without additional compensation. Any activities offered under the above conditions will clearly state the criteria for compensation.
 8. It is understood that all of the above activities, except #4, #6 and #7, will be compensated on the basis of a full day or half-day work schedule.
 9. School Improvement Chairs—High School one block release time per eight block schedule, Middle School, Fenton Intermediate School, and Elementary 5% (of the BA+20 scale) to be split between co-chairs if applicable. District School Improvement Co-chair receives 2.5%.
 10. International Baccalaureate (IB) Coordinators – One quarter release time per day each for Primary Years Program coordinator (PYP), Middle Years Program Coordinator (MYP) and Diploma Program Coordinator (DP).
- E. Professional Development Days - Five days of professional development are required. Six hours of professional development constitutes one day. An agenda for the professional development day shall be provided ten or more days prior to the professional development day.
1. Early release days will constitute a total of twelve (12) hours of professional development. Six times during the year students will be released two hours early so that teachers can participate in professional development activities. Professional development will begin for teachers two (2) hours prior to the end of the teacher workday. This is equal to two (2) professional development days. The purpose of the release time days is data collection and analysis. Three (3) professional development days will remain in the calendar.

- F. Driver Education—Driver Education teachers shall receive the following hourly rate: 2013-14 \$26.48.
- G. Summer Counselor Work—Counselor's who are requested to work prior to and following the school year and perform the normal functions of their job will be compensated 100% of the per diem rate. The counselor has the option to refuse the request.
- H. Extra-Curricular Compensation

1. Schedule Placement

Any person hired for an extra-curricular position who is a member of the Association will have his/her salary calculated as a percent of the BA+20 Salary Schedule, up to a maximum of 13 steps, per the schedule listed below.

Any person hired for an extra-curricular position who is not a member of the Association will have his/her salary calculated as a percent of the BA Salary Schedule, up to a maximum of 13 steps, per the schedule listed below.

Association members and non-association members shall not progress past the 10th step of the schedule unless they have actually been employed in that position or cluster for more than 10 years (i.e., longevity). This shall not affect Association members who are at the 12th step for the 1988-89 school year applying the prior experience credit method of calculation described in the next section.

SALARY/STEP SCHEDULE

Experience Step	Increment Step	Experience Step	Increment Step
0	0.5	7	4.0
1	1.0	8	4.5
2	1.5	9	5.0
3	2.0	10	5.5
4	2.5	11	7.5
5	3.0	12	8.5
6	3.5	13	9.5

2. Prior Experience Credit

(a) Athletics

Full credit for prior experience will be given when a coach assumes a new position within the same cluster of sports.

One-half credit (rounded to the next whole number of years - maximum of five years credit) for prior experiences will be given when a coach assumes a new position not within the same cluster of sports. Those who assumed new positions in different clusters prior to the 1988-89 school year are subject to the half-credit limitation, but will not be limited to the five year maximum.

(b) Non-athletics

Full credit for prior experience shall be earned when a staff member assumes a new position within the same cluster of activities. For experience prior to the 1988-89 school year, credit shall only be earned for years in the specific activity.

3. Increment Limitations

No more than a one year salary credit may be earned in any given year for any given new position.

4. Cluster Definitions

a) Athletics

Each sport, including all grade levels, positions, and teams, will be considered a cluster unto itself. Example: girls 7th grade basketball and boys JV basketball assistant. In addition, the following combination of sports will be considered within the same cluster.

Baseball/Softball

Track/Cross Country

b) Non-athletics

The following clusters are established for the non-athletic extra-curricular activities:

Curricular: Department chairperson/unit leaders

Music: Band, vocal music, honor choir, honor band

Drama: Play production, drama director, stage manager, choreographer, musical director (High School and Middle School only).

Clubs: All paid club and class sponsors (all grade levels), including safety patrol.

Publications: Journalism, school paper and yearbook (High School and Middle School only).

5. Method of Salary Payment

The following pay schedule shall apply to all extra-curricular activities listed in this section. Payments shall not begin unless a signed extra-curricular rider has been returned to and approved by the Administration.

(a) Athletics

(1) Fall sports: Each two weeks in equal installments starting with the first pay (status form and rider must be approved) and ending with the first pay in November.

(2) Winter sports: Each two weeks in equal installments starting with the pay closest to December 1 and ending with the first pay in March.

(3) Spring sports: Each two weeks in equal installments starting with the pay closest to March 15 and ending with the 20th pay.

Note: Middle School sports are paid during their season.

(b) Non-athletics

(1) Year-long activities (i.e., band, yearbook, class sponsors, etc.): Each pay week beginning with the second payroll of the year and ending with the 20th pay.

(2) Short-term activities (i.e., theatrical productions, etc.): One lump sum payment after satisfactory completion with Administrative approval.

6. Extra-curricular Contract Riders

Extra-curricular contract riders shall be issued to all employees described in this article. The rider will state the position, the specific salary, and the method of payment. It shall be signed by the employee and the Administration. Both parties will receive a copy of the contract rider, and it shall be considered an attachment to the individual teacher's contract. Extra-curricular positions shall not be listed on the individual teacher's contract.

7. Evaluation of Extra-curricular Personnel

All people involved in extra-curricular activities will be evaluated at least once every three years. The evaluation will be shared and discussed with the parties involved for the mutual benefit of the activity.

8. Limited Protection of Positions Occupied by Non-association Members

A head coach from outside the bargaining unit who has coached in that position for three or more consecutive years may be protected from being bumped by a qualified bargaining unit member providing the Board compensates the Association in the following manner:

The Board will contribute to one of the existing athletic scholarship funds or divided equally as determined by the Association, an amount equal to the difference between the salary of the non bargaining unit member on the BA scale as compared to the BA+20 scale.

9. Release from an Activity

Release of a teacher from an extra-curricular activity for which he was originally and specifically hired is contingent upon the availability of a suitable replacement, provided; however, that said teacher may be released from said position by submitting a written notice to the Superintendent at least thirty (30) days previous to expiration of activity. If a suitable replacement is not available from within the bargaining unit, the Board may hire a suitable replacement from outside the unit

10. Percentage Allocations

(a) Athletics

High School

Head Coaches		Assistant Coaches	
Football	11%	Football	8%
Basketball	11%	Basketball	8%
Wrestling	10%	Wrestling	8%
Baseball/Softball	9%	Baseball/Softball	6%
Track (per team)	8.5%	Track	6%
Track (2 teams)	10% (1)		
Swimming	8%	Swimming	5%
Hockey	8%	Hockey	5%
Cross Country	7.5%	Cross Country	5%
Soccer	7.5%	Soccer	5%
Volleyball	7.5%	Volleyball	5%
Tennis	6.5%	Tennis	5%
Golf	6.5%	Golf	5%
Ski	6%	Ski	5%
Cheerleading (per season)	6%	Cheerleading (per season)	5%

FOOTNOTES:

- (1) Track—If one head coach for both boys and girls, rate will be 10%. Two assistants will receive 6% each. It is understood that this applies only as long as a dual head coach program is in effect.

(b) Athletics Middle School

Head Coaches		Assistant Coaches	
Basketball	5%		
Football	5%	Football	4%
Track	5%	Track	4%
Wrestling	5%		
Baseball	5%		
Volleyball	5%		
Swimming	5%		
Cheerleading (per season)	5%		

(c) Non-athletic High School

Department Chair	See(6) below	Sr. Class Sponsor	3% (5)
Instrumental Music	10%	Jr. Class Sponsor	3%(5)
Vocal Music	10% (1)	Soph. Class Sponsor	3%(5)
Vocal Music Accompanist	3% (2)	Fresh. Class Sponsor	3%(5)
Ambassador Choreographer	3%	Local Video Coord	4%
Vocal Music Accompanist	3% (2)		
School Yearbook	5%	School Paper	5%
Quiz Bowl	3.5%	Compline	2%
Debate/Forensics	3.5%		
Student Council	4%		
National Honor Society	4%		

Spring K-12 art show preparation and attendance	5% (This is only available to current art teachers.)
All active clubs approved by Administration	2%
Fine Arts Percentages for Dramatic Productions:	
Head Director All School Play/All School Musical (4)	6%
Head Director Play Production Company (per year) (3)	5%

In any major production (all school play and/or all school musical) two assistant positions may be paid up to 2% each per production. If other positions are deemed necessary, the director may divide his stipend as he deems appropriate. Stipends will cover a maximum of two all school productions per year. In addition, two additional positions at a maximum of 2% each will be available for a maximum of two Play Production Company productions. The PPC instructor will receive a 5% stipend for the entire year.

FOOTNOTES:

- (1) Includes Ambassadors (6%) and Chorale (2%).
- (2) Paid only if program requires a non-student accompanist.
Stipend includes assistance with Ambassadors and Chorale. Director not eligible.
- (3) Requires at least one major production.
- (4) Each stipend is per production.
- (5) Class sponsors shall accrue experience credit based on years as any class sponsor.

Middle School

Instrumental Music Director	3.0%
Musical Stage Manager	1.5%
Athletic Coordinator	6%
Yearbook	2.0%
Student Council	3.0% (1.5% per grade level)
Vocal Music - Director	3.0%
Vocal Music- Accompanist	0.5% (not same person)
Drama Director	2.0% (stipend is per production)
Drama Stage Manager	1.0% (stipend is per production)
Sponsor of a class, club or any organization of similar nature	1.5%
Spring K-12 art show preparation and attendance	0.5% (This is only available to current art teachers.)
Department Chair	See following Department Head Page
The Middle School Choir Director may request the services of an accompanist, other than himself. If approved by the Administration, the stipend shall be 0.5% per building.	

Intermediate and Elementary Schools

Safety Patrol	3%
Peer Mediator	3%
Elementary Choir	1.5% (per choir)
Unit Leader(s)	4%
Student Council	3% (1.5% per grade level)
Elementary Choir	1.5% (per choir)
FIS Instrumental Music Director	3.0% (1.5% per grade)
FIS Vocal Music Director	3.0% (1.5% per grade)
FIS Vocal Music Accompanist	0.5% (not same person)
Elementary music teachers' concert preparation and performance limited to one per semester 0.5% per production. The Elementary Choir Director may request the services of an accompanist, other than himself. If approved by the Administration, the stipend shall be 0.5% per building.	
5 th Grade Camp Coordinator	3.0% (2% preparations 1% attendance)
5 th Grade Camp Attendance	0.5%
Overnight field trips that require preparation and attendance will be compensated based on the 5 th Grade camp formula.	
Sponsor of a class, club or any organization of similar nature	1.5%
Spring K-12 art show preparation and attendance	0.5% (This is only available to current art teachers.)

K-12 Department Chairs

<u>Level</u>	<u>Content Area</u>	<u>Position</u>	<u>Compensation*</u>
K-2	English /Language Arts	1	4.0/6.0%
K-2	Math	1	4.0/6.0%
3-4	English /Language Arts	1	4.0/6.0%
3-4	Math	1	4.0/6.0%
K-4	Science	1	4.0/6.0%
K-4	Social Studies	1	4.0/6.0%
5-6	English /Language Arts	1	4.0/6.0%
5-6	Math	1	4.0/6.0%
5-6	Science	1	4.0/6.0%
5-6	Social Studies	1	4.0/6.0%
7-8	English /Language Arts	1	4.0/6.0%
7-8	Math	1	4.0/6.0%
7-8	Science	1	4.0/6.0%
7-8	Social Studies	1	4.0/6.0%
9-12	English /Language Arts	1	4.0/6.0%
9-12	Math	1	4.0/6.0%
9-12	Science	1	4.0/6.0%
9-12	Social Studies	1	4.0/6.0%
K-12	Arts	1	4.0/6.0%
K-12	Counseling	1	4.0/6.0%
K-12	Music	1	4.0/6.0%
K-12	Physical Education	1	4.0/6.0%
K-12	Special Education	2	4.0/6.0%
K-12	World Languages	1	4.0/6.0%
K-12	Technology Education	1	4.0/6.0%
K-12	Media Center	1	4.0/6.0%
* 6% for five or more department members; 4% for four or fewer department members.			

Each of these positions will be evaluated annually, by April 30. Throughout the course of the school year, the department chair will be notified if his/her job performance is unsatisfactory. Failure to make necessary improvements and a unsatisfactory evaluation will result in non-renewal of the individual as department chair for the following school year.

I. Extra-Teaching Class - Load

Teachers assigned a weekly teaching load which exceeds the normal load as defined in Article VIII-E such as those teachers assigned to the Vocational Education shall be reimbursed an additional amount in proportion to a full-time assignment. Teachers will make up the preparation period.

On occasion, as dictated by student enrollment, there may be a need to create an additional hour or hours of a given class at the middle school or high school level without the addition of new staff. Following the determination that such a change needs to occur, the proposed teaching assignment will be posted for a period of five days. The following considerations will be used in determining which of the existing staff will be assigned the additional hour or hours of instruction.

1. Staff member is certified and qualified.
2. Staff member is from the building where the hour is being added.
3. If the section is added before the students have begun classes then the most senior applicant who meets #1 and #2 above shall be awarded the additional hour.
4. If the section is added after classes have begun, then the most senior applicant who meets #1 and #2 above and for whom the section can be made to fit into the existing schedule with minimal disruption to both student and staff schedules shall be awarded the section. FEA will have the opportunity to provide input and make recommendations on both the placement of the section and the staffing of it before any decision is finalized.
5. The above is subject to the grievance procedure if agreement is not reached.

J. Longevity Pay

In addition to the teacher's regular salary as determined by the salary schedule, teachers shall be paid longevity pay each year as follows:

1.	After completion of 12 years of service: \$500 for the 12 th , 13 th , and 14 th years.
2.	After completion of 15 years of service: \$700 for the 15 th , 16 th , 17 th , 18 th , and 19 th years.
3.	After completion of 20 years of service: \$1,100 for the 20 th , 21 st , 22 nd , 23 rd , and 24 th years.
4.	After completion of 25 years of service: \$1,600 for the 25 th year.
5.	Years of service shall be for seniority years in Fenton and shall include up to seven years of regular teaching experience in other school districts. For example, a teacher with six years in another district and fourteen in Fenton, would qualify for the 20 year longevity payment. Teachers who are hired after January 1, 2004 shall not receive credit for service in districts other than Fenton.
6.	The longevity payment shall be included with the pay just before Christmas of each year. The payment shall be based on the years of service as of June 30 th (preceding school year). Retiring teachers shall receive their longevity check along with their last paycheck in June.

K. Insurance Benefits

1. Hospitalization, Medical, Insurance

- (a) The Board will provide MESSA Choices II to all employees who elect health care coverage based on their enrollment of single, couple or family.

i.	The drug card will be a MESSA Rx Saver plan.
ii.	Coverage will include a Rx Saver Plan with the following deductible levels: \$500 single, \$1000 family/couple in network or \$1000 single, \$2000 couple/family out of network..
iii.	The board will fund the first 50% of the deductible amount.

- (d) Effective July 1, 2006, for those employees who choose not to elect to take Board paid health insurance, in lieu of health insurance, the Board will provide a Board Paid Annuity (TSA) through Prudential (MEA Financial Services) in the amount of \$85.00 per month. Currently, there is an equivalent of cash in lieu of 17 full-time health benefit packages. If one more full-time health care benefit package is surrendered (equivalent of 20), the amount of the board paid annuity will increase to \$100.00/month. If an additional two full-time health benefit packages are surrendered (equivalent of 21), the annuity will increase to \$135.00/month. If an additional four full-time benefit packages are surrendered (equivalent of 23), the amount of the board paid annuity will increase to \$200/month. If the amount taking the annuity drops below the number required, the annuity will be lowered beginning the next month. At no time, will the annuity drop below \$85.00/month. All costs relating to the implementation and administration of benefits under this program shall be borne by the Board.

- (e) Teachers may elect to have additional coverage made available by the carrier, but not paid for by the Board on payroll deduction plan.
- (f) The Board shall provide all eligible teachers and their dependents, hospitalization medical insurance with full external and internal Coordination of Benefits (C.O.B.).

2. Long-term Disability

Long-term disability insurance will be provided to all employees, under age 65, who are working at least 30 hours per week. Benefits begin upon the expiration of ninety (90) calendar days OR complete use of all accrued sick leave, whichever is **greater**. Sixty-six and two thirds (66-2/3%) percent of monthly contractual salary, will be payable up to a maximum benefit of \$3,000.00 per month modified fill. The total combined maximum benefits may not exceed sixty-six and two-thirds (66-2/3%) percent.

Benefits are payable up to the age of 65. The following options will apply:

- (1) Social Security Freeze
- (2) Primary Social Security Offset
- (3) Regular Occupation Waiver - three (3) years

3. Life Insurance

The Board shall provide life insurance coverage of \$40,000. This total shall not include coverage extended through a hospitalization-medical program.

4. Dental Insurance

- (a) The Board shall provide MESSA Delta Dental Plans, both with and without Coordination of Benefits (COB) for all eligible employees and their dependents. Both plan choices shall include the cost neutral (free) Delta Preferred Option POS (point of service). The Plan choices are:

80% Class I, 80% Class II, 80% class III, with \$1000 annual max (Class I, II and III) and 80% Class IV (ortho) with a \$1300 lifetime maximum without COB.

Or

50% class I, 50% class II, 50% class III, with \$1000 annual max (Class I, II and II) and 50% class IV (ortho) with a \$1000 lifetime maximum with COB.

Both plans annual year begin on September 1 and end on August 31.

5. Vision Insurance

The Board shall provide MESSA VSP III for all eligible teachers and their dependents.

- 6. Effective during the 2006-2007 school year, the Board will provide a Flexible Spending Account and Dependent Care Reimbursement Plan to employees with the Board paying the Administrative fees for such plans.

L. Other Insurance Provisions

- 1. Effective September 1, 2013 members will pay 20% of the insurance premiums, on a pre-tax basis, distributed over 21 or 26 pays based on the employee selected pay option.
- 3. All benefit coverage shall be provided twelve months per year. Teachers who terminate their employment at the end of the school year with the school district shall have insurance benefits through August 31, following the termination of the contract. For those who terminate their employment prior to the last day of school, insurance benefits shall terminate immediately.

4. Full-time teachers shall be interpreted to be those who are contracted for a full school year or more, working at least five (5) days a week, six (6) hours per day. Part-time teachers must work at least half-time to qualify for eligible insurance programs, and they shall receive insurance coverage on a pro-rated basis (i.e. a half-time teacher will receive 50% contribution toward the premium for eligible programs).

a.	Each teacher under contract to work full-time each school day is entitled to receive full fringe benefits set forth in Paragraph K, Benefits.
b.	To insure total participation by all employees in insurance protection plans that demand full participation, the Board shall deduct from the employees pay the funds necessary to pay the balance of the premium owed by the employee.

5. Teachers may participate in the tax-sheltered annuity program offered by the Michigan Education Association or any other company the Board may authorize.
 6. Teachers working for the Fenton Board of Education are covered by Worker's Compensation as required by law.
 7. It is understood that the Board, by payment of the premium payments, shall be relieved from all liability with respect to the benefits provided by the carriers.
 8. When a teacher is on a leave of absence for illness, the Board shall continue to pay for all existing fringe benefits for a period of fifteen (15) calendar days. Beyond the fifteen (15) days, medical insurance payments shall be made by the Board for an additional thirty (30) calendar days. Teachers shall make arrangements during the first fifteen (15) days to pay for fringe benefits not covered by the Board. All benefits shall be canceled at the designated time if no arrangement is made by the teacher. The Family Medical Leave Act may provide additional benefits.
 9. Employees are entitled to the fringe benefits available under this agreement from the closest enrollment dates of hire to the end of the contracted time.
- M. Legal Holidays - The following legal holidays shall be observed; and teachers shall not be required to report for work: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, and in addition, Good Friday.
- N. The Association shall be allowed a total of eight (8) days, per school year, release time without loss of salary, to be used by duly elected representatives to attend necessary leadership meetings by submitting written request authorized by the Association president to the building principal, not later than 12 o'clock noon of the third day preceding the meeting. In emergency situations, at the earliest time possible.
- O. The Association may purchase from the Board of Education a maximum of thirty-five (35) days during any one school year, at the daily substitute rate, to be used for necessary Association business. A maximum of three (3) people may be involved at a time, not to be absent over five consecutive working days, for Association business.
- P. Number of Pays - All teachers may elect to receive their pay in either (21) or (26) installments. No changes are to be made after the first pay. In the event that a pay date falls on a non-work day, paychecks shall be dated and distributed on the last work day preceding the non-work payday, not to exceed two (2) days.
- Q. Purchase of Resale Items- Bargaining unit members shall be informed and given the opportunity to purchase school resale/disposal items.
- R. Mileage reimbursement for approved school business shall be at the July IRS rate.
- S. Advanced Degree work must be composed of graduate level courses from properly accredited schools.

T. Non-Traditional Certification

Lateral movement on the salary schedule from BA-20 to BA-36 may be granted upon documentation of an equivalent number of hours for a non-traditional certification, such as ASE (Automotive Service Excellence) Certification, that is required to keep a program in operation. Fifteen hours of attendance in course work, training sessions, or mandated work experiences will be considered equivalent to one credit hour, when it leads to the mandated certification. Continued teaching in the program requiring the non-traditional certification is necessary in order to maintain the lateral schedule increase.

ARTICLE VII
DAILY TIME SCHEDULE FOR TEACHERS

<p>A. <u>High School</u></p> <p>7:20 Workday begins 7:45 Classes begin 2:28 Classes end 2:40 Teachers' workday ends</p>	<p><u>Ellen Street Building</u></p> <p>8:25 Workday begins 8:50 Classes begin 3:45 Classes end 3:55 Workday ends</p>
<p>B. <u>Middle School</u></p> <p>7:10 Workday begins 7:25 Classes begin 2:11 Classes end 2:25 Teachers' workday ends</p>	<p><u>Young Fives Schedule</u></p> <p>8:25 Workday begins 8:50 AM Classroom open 11:56 AM Classes end 12:39 PM Classes begin 3:45 PM Classes end 3:55 Workday end</p>
<p>C. <u>Elementary Schools</u></p> <p>8:15 Workday begins 8:40 Classes begin 3:35 Classes end 3:45 Workday ends</p>	<p><u>Kindergarten Schedule</u></p> <p>8:15 Workday begins 8:40 AM Classroom open 11:46 AM Classes end 12:29 PM Classes begin 3:35 PM Classes end 3:45 Workday end</p>
<p>Note: When the Board provides elementary art, music and physical education programs, such programs shall normally be scheduled on each student instruction day.</p>	

E. Schedule Deviations

1. Deviations to the normal school day, to accommodate new or innovative programs shall be negotiated with the Board or its designated representative. Such schedules will be within the approximate time frame of other schools in the district. The deviating schedule will be ratified by the Association's Executive Board.
2. If the Board determines that the starting or ending time for students needs to be adjusted by five minutes to accommodate the transportation schedule, it may, upon 30 day notice to the Association, make the necessary adjustment. All other times defined in Article VII shall be adjusted accordingly.
3. Full day field trips funded by the District will be taken when necessary to meet the requirements for kindergarten student contact time.

F. Staff Meetings:

1. High School: one staff meeting per month, may be held from 2:35 to 3:35 PM
2. Middle School: one staff meeting per month, may be held from 2:25 to 3:25 PM
3. Elementary Schools: one staff meeting per month, may be held from 7:35-8:35 AM
4. No staff meetings will be held on Friday or on the day preceding a holiday or vacation, except when called by mutual agreement of the Superintendent and Association President.
5. Short staff meetings may be held at the following times upon twenty-four (24) hours notice:
 - a) High School 2:35 to 3:00 PM
 - b) Middle School 2:25 to 2:50 PM
 - c) Elementary Schools 8:15 to 8:40 AM

G. Fenton Education Association Meetings

All general FEA meetings shall be held outside of the teacher workday. However, the Association may have one meeting a month exclusively for members within a building for Association purposes, hours to be the same as those scheduled for teachers meetings, except that students may not be dismissed in order to accommodate such meetings.

**ARTICLE VIII
WORKING CONDITIONS**

- A. The Board recognizes the principal of a standard forty-hour workweek and will set work schedules and make professional assignments which can reasonably be completed within such standard workweek. The Board will not require teachers to work in excess of such standard workweek within or outside of any school building.
- B. On Fridays and on the day prior to a vacation, teachers may leave their respective buildings ten minutes following the end of the students' day. Elementary and Intermediate teachers may leave at the same time as the students.
- C. Teaching Loads and Assignments
 1. It is recognized by the Board and the local association that the pupil-teacher ratio shall be defined as number of pupils per teacher and is an important aspect of an effective program.
 2. If for any reason the following maximum class sizes are exceeded, a meeting between the teacher, A.R., and building principal shall be held within fifteen (15) working days from the date the excess occurs to discuss methods by which the class size problem can be resolved.
 3. When an individual elementary classroom exceeds the maximums set forth below, individual class size relief will be provided:

(a) Kindergarten:	Young 5s	18
	Regular	24
(b) Elementary school grades: Lower	(1-3)	27
	Upper (4)	29
(c) Intermediate grades	5-6	29

No combination classes (splits) shall exceed the numbers set forth in this subsection and shall be the lower number of the two classes involved.

Class size relief will be \$8.00 per student/per day, for each student that exceeds the established class size maximum for all days the student is enrolled in the classroom.

4. The 30 to 1 ratio shall serve as a guide in secondary schools with the exception of music and physical education. In secondary specialized classes (science labs, language labs, business, art, industrial arts, home economics, vocational shops, etc.) if the number of students exceeds the instructional stations provided then a mutually satisfactory resolution will be agreed upon between the administration and the association within thirty (30) calendar days.
5. At the Middle School and High School class size relief shall be given if an individual teacher's class size average is over 32. The average shall be determined by adding up the number of students assigned to said teacher and dividing by the number of sections or periods. (Excluding: exploratories at the Middle School and SRT at the High School)

a.	Average of greater than 32 or less than or equal to 34 students – one day per marking period to be used within the building to complete necessary teaching tasks. A substitute teacher will be provided, during the time period in which the overload exists or
b.	Average of greater than 32 or less than or equal to 34 students – an amount not to exceed \$300 to be used for classroom materials, or
c.	Average of greater than 32 or less than or equal to 34 students -a \$3.35 stipend per day or one hour of instructional aide time per day.
d.	Average of greater than 34 or less than or equal to 36 students – a \$5.55 stipend per day or two hours of instructional aide time per day.
e.	Average of greater than 36 or less than or equal to 38 students – a \$10.00 stipend per day or three hours of instructional aide time per day.

6. Relief in number three (3) and five (5) above may be terminated if class sizes fall below the numbers granting relief. Any relief due after the first official count day shall remain in effect for the total number of days that the overage existed.
7. The stipend shall be paid at the end of the semester in which the overage occurred.
8. A class size report shall be provided to the president of the association following the official count days in September and February for the purpose of monitoring enforcement of this section.
9. Special education class sizes shall conform to the following maximum numbers:

a.	A speech and language teacher's caseload no more than 60;
b.	Elementary and secondary resource program no more than 15 at any one time and no more than 23 on a teacher's caseload with no more than an average of 12 per class period per instructional day;
c.	Departmentalized programs no more than an average of 13 students per class period per instructional day and no more than 15 students at any one time;
d.	Early childhood program no more than 12 students at any one time and no more than 24 students on the teacher's caseload;
e.	Emotionally impaired categorical program no more than 10 students at a time and 15 on the teacher's caseload.
f.	Teacher consultant no more than 25

10. Each building will strive to maintain equal distribution of students requiring documented accommodations in regular education classes.
11. Band, choir and physical education class size shall be discussed and numbers added as curriculum and schedule studies are completed.

D. The Board or its representatives will endeavor at all times to maintain as closely as possible equal distribution of students by grades in elementary classrooms, middle school and high school classes. Class sizes within each elementary building will be as equally distributed as possible.

E. Teaching Load

1.	Secondary (High School/Middle School)
	The normal weekly teaching load for each teacher shall be five (5) blocks and one (1) SRT (Student Resource Time) over a two-day period with one block for planning each day or six (6) blocks and no SRT with one block of planning per day. Average planning time shall be at least 87 minutes/day.
2.	Elementary
	Elementary pupils shall have an average of 373 minutes of instruction per day. Teachers, grade K-5, shall have an average daily planning time of 86 minutes per day. The elementary day shall be configured with each classroom teacher having six (6) 45 minute blocks per week for planning. There shall also be a twenty (20) minutes block before school and twelve (12) minutes with lunch or as a recess for planning for the 86 minute per day average.
3.	The above schedules and amounts of planning time may be adjusted with approval of both the Administration and the Association if it is deemed necessary.
4.	Teachers shall use the assigned preparation period for the purpose of careful daily classroom preparation or for parent/teacher conferences which shall be scheduled at a time mutually agreeable to the parent and the teacher.
5.	Teachers will not be required to attend assemblies during their assigned preparation period.
6.	During preparation time, teachers may be free to use the building library, lounge, classroom, audio-visual center, restroom, supply room or any area for the purpose for classroom preparation without notification to the building principal.
7.	If it is necessary for a teacher to leave his assigned building for the purpose of careful daily preparation, he must first obtain permission from the principal or from his designated representative.
8.	Time not identified as pupil contact time, planning time or lunch time during the contracted teacher day shall be supervisory time. During supervisory time teachers will be required to supervise students.

F. Teaching Assignments

1. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates of their major or minor field of study. Intermediate, Middle School and Senior High teachers shall have no more than three different preparations per day, except through mutual consent of the teacher and the administrator. With the consent of the teacher, he may be assigned a schedule requiring four different preparations in English, Social Studies, Math and Science; while five different preparations may be assigned in foreign language, home economics, industrial arts, art, music, physical education, and commercial.
2. Teachers who will be affected by a change in grade assignment in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals by the last day of the calendar school year.

This will not guarantee these assignments, but any changes will be discussed with the teacher before they are made. No notification will indicate no change in teaching assignments.

3. Secondary teachers shall be assigned to their major area or any area in which 18 semester hours of work have been completed. By mutual consent, a change in a secondary grade or subject area assignment may be made.
4. Supervision by a tenure teacher of a student teacher shall be voluntary and no teacher shall supervise more than one such student teacher simultaneously. The supervising teacher shall receive the compensation set by the college for such effort.

G. Teaching Conditions

1. Facilities shall be furnished for storing personal belongings, instructional materials and supplies, provided that the district shall not be the insurer of the teachers' personal belongings and assume no liability for same.
2. All teachers will have a duty-free uninterrupted lunch period each day.
3. Parent/Teacher conference days shall be on consecutive days. Under the four (4) reporting period system conference days will be held during each semester.
4. Under no condition shall a teacher be required to drive a school bus as part of his regular assignment.
5. Insofar as possible, adequate parking facilities shall be made available and maintained for teachers for their exclusive use during the working day.
6. The Board recognizes that appropriate 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 educational tools, and the Board agrees to take into consideration all joint decisions made by its representatives and the Association. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.
7. The Board shall make available in each school adequate lunchroom, restroom, and lavatory facilities, for staff use. The Association has the right to reserve the lounge for Association business.
8. Present telephone facilities shall be made available to teachers primarily for school business. Long distance calls for personal business shall be charged to the teacher's home phone number. When it is important that a telephone conversation be completely private and confidential, the teacher may ask the principal for the privilege of using the telephone in his office.
9. In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages and snacks shall be installed at the request of the Association; the proceeds to be used for the existing building recreational fund. If a written contract is required by a vending machine operator, it shall be reviewed by the Board or its representative prior to its installation.
10. When the schools are closed to students due to severe inclement weather, or other Acts of God, teachers shall not be required to report for duty; nor shall any charges be made against their sick or personal leave bank. On delayed start days, employees shall be required to report as close to their normal reporting time as possible, given road conditions.

11. When an individual(s) building(s) in the district is closed, teachers may be reassigned to a suitable working area or dismissed at the discretion of the principal.

12. Least Restrictive Environment:

Upon the signing of this agreement, the Board shall meet with the Association and fully advise it regarding the history and status of all current and prospective planning activities relating to the implementation of the Least Restrictive Environment (LRE) concept whether such planning has commenced or not, from the signing of this agreement forward. Whenever such planning activities occur, the Board shall insure that the Association shall be informed of any planning process involving the district, as well as the formulation and presentation of the Board's position as part of any such planning activities.

13. Medically Fragile:

Medically fragile shall be defined as students who have extraordinary health needs. A Monitoring Committee will be formulated to deal with support of those student(s). This committee shall consist of the three (3) teachers and two (2) administrators. If requested by the teacher of this student, the committee shall review and discuss the needs of the medically fragile student, other affected students, and the program teacher, and may make a recommendation to the superintendent or designee for program changes.

14. Grade Change Policy:

No district employee shall change a student's grade given to that student by a teacher unless the grade change is made in compliance with the board policy as of July 8, 1996.

15. AUP Statement

A district staff technology use policy will be provided by the district and will be signed by each employee prior to accessing district computer resources.

H. Teacher Absence

1. When a teacher is unable to be in school on any given day, he shall contact the building principal or designated person as early as possible, no later than 6:00 AM for secondary and 6:30 AM for elementary, in order that a substitute may be contacted.
2. The teacher is required to contact the building principal or designated person one hour before the end of the scheduled workday on the day before he will return to his post. Without such a call, it will be assumed that the teacher does not plan to return, and the substitute will be retained for the following day. If the teacher does not make the call by the end of the scheduled workday and both the teacher and the substitute report for work the following day, the substitute's salary shall be deducted from the teacher's salary if there is no other assignment in that building for the substitute, and the substitute will be sent home.
3. In the event a teacher is absent, due to illness, on a day preceding a weekend and/or holiday recess, he will be required to call his building principal or designated person on the day school resumes only if he still needs to be out. If no call is received, the teacher will be expected to report back for duty.
4. Teachers shall be informed of a telephone number that they may call to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

I. Assignment of Substitute Teacher

1. Whenever a regular teacher is absent from the classroom for any reason, a substitute teacher must be provided. Whenever possible, the substitute shall be someone other than a regular teacher.
2. Whenever a substitute from outside is not available for the secondary schools, a teacher from the regular staff during his conference period may be assigned to substitute under the following procedure:

Teacher Availability for Substitute

I realize that every class must have a teacher. If no one is available from the outside or regular teaching staff, then I will accept an assignment to substitute.

My choice of substitution assignments is as follows:

1. I want to substitute within my department only.
2. I want to substitute as often as possible.
3. Some of the time I will agree to substitute and therefore want to be asked.
4. I prefer not to substitute.

Signature

3. No teacher(s) will be required to substitute when a volunteer is available and no one will be required to substitute an excessive number of times per year.
4. When a substitute is needed, the principal will:

a.	First attempt to secure a substitute from outside the regular staff. If he is unable to secure an outside substitute, he shall proceed as per below.
b.	Secure a substitute from the regular staff by first asking those teachers who select #1 on the questionnaire. If he is unable to thus secure a volunteer, he shall ask those teachers who select #2 on the questionnaire. If he is unable to thus secure a volunteer, he shall ask those teachers who select #3 on the questionnaire. If after asking all teachers in each group to substitute, a volunteer is not available, then the principal may assign a teacher to substitute from any group starting with group #4 and proceeding in inverse order. Teacher selection within each of the four groups shall be done on a rotating basis.
c.	When a regular classroom teacher substitutes during his preparation time, he shall sign a substitute form within 24 hours and retain a carbon copy.

5. The teachers will receive substitute pay or compensatory time as per their request on the proper form. A compensatory day shall be earned upon completion of 360 minutes of substitute time. These compensatory days may be taken in no less than half-day increments. Partial compensatory time left over at the end of the school year shall be compensated at the in-building substitute rate.
6. The Board reserves the right to limit the number of teachers on compensatory time at any given time to one (1) per elementary building and two (2) each at the Intermediate School, Middle School and the High School. Any employee who will be absent from his duties for compensatory time, and for whom a substitute must be secured, shall notify his principal, in writing, on a form prepared by the Board and the Association not later than 12 o'clock noon of the third day preceding his absence. No compensatory time shall be earned or used on any days following the 20th pay of the school year. Compensation for unused compensatory time shall be paid on the 22nd pay.
7. On a day when the teacher's regularly assigned class or classes do not meet because of other school functions, such as field trips, that teacher may be assigned to substitute without additional compensation on a rotating basis. Teachers with three or more senior classes after completion of senior exams will have one full day when they will not be asked to substitute so that they may complete records.
8. Elementary teachers may substitute at the secondary level if available as determined by the teacher or principal. Secondary teachers may also substitute at the elementary level if available.
9. The Board agrees at all times to maintain an adequate list of substitute teachers.

ARTICLE IX
NECESSARY REDUCTION IN PERSONNEL

A. Seniority List

1. The Board shall prepare a seniority list by October 31st of each year. All teachers shall be ranked on the list in order of their first day of work. In the event a teacher does not accrue seniority in accordance with this Agreement, he shall be repositioned accordingly on the Seniority List. In circumstances of more than one teacher having the same first day of work the last digit of the Social Security number will be used to determine seniority. If there is a tie, go to the next digit. Zero (0) is low and nine (9) is high. Teachers with the low number would be ranked higher on the Seniority List.
2. The Seniority List shall be published and posted conspicuously in all buildings by October 31st of each school year. A copy of the Seniority List and subsequent revisions and updates shall be forwarded to the Association.

B. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum and staff when economically necessary.

C. In order to promote orderly reduction in personnel when the educational program and/or curriculum and/or staff is curtailed, the following procedure will be used:

1. Employees to be laid off will be notified two weeks in advance of implementation.
2. ~~Probationary employees will be laid off first, according to the following: seniority, certification, qualification, except when a probationary teacher is the only one certified and highly qualified under NCLB to teach a necessary class.~~
3. ~~In the event tenure teachers must be laid off, lay off will be made according to the following: seniority, certification, highly qualified status under NCLB.~~

a.	Seniority is defined as teaching experience in the Fenton Area Public Schools. Administrators shall only receive seniority for their teaching experience in the Fenton Area Public Schools
b.	Certification is defined as a state recognized valid teaching certificate.
c.	Highly Qualified is defined as set forth in No Child Left Behind/ESEA. If NCLB/ESEA is amended or rescinded in a way that impacts this language, the parties agree to renegotiate this language

4. It is expressly understood that the Association shall have the right to review the layoff list prior to notification of the individual teachers to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to meet with the representatives of the Board concerning the layoff list prior to the notification of the individuals affected.

~~If the Board agrees to accept any or all of the Association proposal, the Association agrees that no grievances shall be processed or filed by the Association that occur as a result of the Board accepting the Union's recommendation.~~

D. Recall

1. ~~The Board shall determine the subject areas in secondary schools and the number of positions in elementary schools in which recall will be made and the number of teachers to be recalled.~~
2. ~~Tenure teachers shall be recalled first by seniority, and certification, and qualification to positions for which they are highly qualified. Non tenure teachers shall then be recalled. The order of recall of non-tenure teachers shall be determined by the Board.~~
3. ~~No new teachers shall be hired in a laid off teacher's subject area in the secondary schools until all certified and highly qualified teachers from that subject area have been recalled or have declined or failed to accept recall. No new teacher shall be hired to replace a laid-off elementary teacher until all certified and highly qualified laid-off elementary teachers have been recalled and declined or failed to accept recall.~~
4. Each teacher shall notify the Administration office in writing of an address to which a letter of recall may be sent. Such letter shall be mailed to the teacher at said address by certified mail, return receipt requested. If no such address shall be recorded, the letter shall be mailed to the teacher at the last address recorded in the Administration office.
5. Within ten (10) days of the mailing of a letter of recall, if the letter of recall is postmarked on or before July 31, and within five (5) days of the mailing of such letter, if the letter is postmarked on or after August 1, a teacher shall notify the Administration office in writing whether he will accept re-employment. If the teacher does not acknowledge receipt of the letter within the time limits indicated above, the Association President will be notified and given three (3) days to attempt to contact the teacher. If the Administration office does not receive an answer within the three (3) days, the teacher shall be considered a voluntary quit.
6. All teachers, including teachers on leave, shall submit complete college hours, transcripts, and all teacher certificates by April 15th of each year. Teachers shall also be required to submit updated hours and teaching certificates as they are available after April 15th, and through August of each year. The above is required so that the Board can make accurate and complete decisions regarding recall and reassignment. If the above is not complied with, the district is not obligated to give consideration to any updated hours or teaching certificates not reported, as required above, when recalling and/or assigning teachers.
7. The recall list shall be maintained by the Board for a period not to exceed five (5) years, at which time a teacher on layoff shall lose his right to recall, unless a longer period would be applicable under the Teacher's Tenure Act.

ARTICLE X

VACANCIES AND PROMOTIONS

- A. In order to insure the highest quality of education for the children in our school system, professional teachers shall be hired by the Board whenever any teaching vacancy in the district shall occur. Written notice of such vacancies in specific areas, grade level, and building will be given to the Association President, who shall have the right to post these vacancies in the teachers' lounge of every building. When school is not in session this notification shall be sent to the Association President's residence or his designated alternate's residence.
- B. With the exception of vacancies that occur after June 1 and before the first student day, no vacancy shall be permanently filled until such vacancy shall have been posted for at least fifteen (15) days. This posting period may be shortened to five (5) days in cases of openings being filled from within the existing staff or with persons on leave of absence.

C. Vacancies that occur after the first day of June and before the first student day will be filled in accordance with a request filed by a teacher prior to the last teacher workday using the Summer Placement Form located in Appendix D.

YOU WILL BE CONTACTED IF A POSITION YOU ARE REQUESTING BECOMES OPEN AND YOU ARE CERTIFIED, HIGHLY QUALIFIED AND THE APPLICANT WITH THE MOST SENIORITY. YOU WILL HAVE UNTIL 4:00P.M. ON THE NEXT BUSINESS DAY TO ACCEPT THE POSITION. IF YOU CANNOT BE REACHED OR DO NOT RESPOND WITHIN THE REQUIRED TIMEFRAME, YOU WILL NOT BE GRANTED THE POSITION AND WE WILL MOVE TO THE NEXT TEACHER REQUESTING THE POSITION.

To be considered for a vacancy a teacher shall make a written request five (5) days of the posting of a vacancy. The request shall be processed through the appropriate supervisor to the superintendent of schools. Any certified and highly qualified teacher may be considered for any opening.

1. In filling mid-year openings, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been employed by the district, and other relevant factors. If the vacancy occurs after the beginning of the second semester, the Board may fill the vacancy with a long-term substitute.
2. Vacancies for the succeeding school year do not exist and need not be posted until all transfer requests or assignments are made within a building. A teacher, tentatively displaced from an assignment, constitutes an exception and has preference of an assignment over any teacher requesting a transfer or in building reassignment. A displaced teacher is a person whose current position is eliminated.

If a position is eliminated, the person with the least seniority in the district who is certified and qualified is displaced.

After displaced teachers are assigned and building assignments are set, all vacant positions shall be posted. Any teacher may be considered for such vacancies giving due weight to highly qualified status, professional background and attainments of all applicants, seniority in the school system and other relevant factors. An applicant with less seniority in the system shall not be awarded such position unless his qualifications, therefore, shall be substantially superior to applicants with greater seniority.

D. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. "Service" in the system for purposes of the Agreement, shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status, but shall exclude all periods when the teacher was on an unpaid leave of absence for any cause.

E. Posting of Positions Occupied by Non-teaching Staff

Any extra-curricular position held by a person not a member of the Association shall be posted annually. The position shall be posted for a period of 15 days after the conclusion of that activity. In the event a person within the bargaining unit becomes available, he/she will be given priority over outside personnel. If after the posting period expires, no FEA member has applied, the position may be filled by a non-bargaining unit member for the following season.

ARTICLE XI

TRANSFERS

A. For the purposes of this agreement the following definitions will be used:

1.	Assignment:	A position determined by administration, which states the level/grade building and subject area(s) taught.
2.	Reassignment:	A change in assignment within the same building
3.	Transfer:	An assignment to a different building
4.	Voluntary:	Initiated by the teacher
5.	Involuntary:	Initiated by the administration
6.	Displaced:	A member's assignment is eliminated
7.	Laid off:	A member for whom the district does not have an assignment and has been notified that there will be no assignment.
8.	Seniority:	Bargaining Unit Teaching experience in the Fenton Area Public Schools

- B. ~~Since the frequent transfer of teachers from one school to another is disruptive to the educational process and interferes with optimum teacher performance, the parties agree that involuntary transfers of teachers are to be minimized and avoided if possible. Involuntary transfers of teachers with less than 15 years of seniority shall be made when necessary to avoid layoff or facilitate the recall of more senior teachers. Involuntary transfers of teachers with 15 or more years of service may be made to ensure that teachers are highly qualified under NCLB and to avoid layoffs or facilitate the recall of more senior teachers.~~
- C. ~~In the event that transfers of teachers appear to be necessary, lists of available positions within our school system shall be posted in the same manner as provided in Article X. If no teachers with more seniority who are highly qualified and certified are on layoff to be recalled, then displaced teachers shall have first preference for vacant positions for which they are certified and highly qualified to fill over teachers requesting voluntary transfers. The order of priority in filling available positions is as follows, provided it does not prevent an employee from returning from layoff: 1) displaced, 2) those involuntarily transferred within the past year,, 3) return from leave of absence with right of return to former position, 4) dissolved job share, 5) voluntary transfers and 6) return from leave of absence without right of return to former position.~~
- D. ~~If no teachers with more seniority who are highly qualified and certified are on layoff to be recalled, then teachers involuntarily transferred to prevent layoffs or due to placing a teacher under the highly qualified requirements of NCLB shall have second preference for vacant positions for which they are certified and highly qualified to fill over teachers requesting voluntary transfers for a period of one year from the effective date of the involuntary transfer.~~
- E. ~~Reassignment within a building is not considered a transfer. No reassignment shall be allowed if such action would cause the layoff of a teacher.~~
- F. Any teacher who shall be transferred to a supervisory or an executive position and who shall later return to a teacher status, shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE XII
LEAVE OF ABSENCE WITH PAY

A. Sick Leave

1. All full-time teachers shall be allowed 10 days leave of absence caused by personal illness or critical illness in the immediate family. A teacher may accumulate up to 120 days effective July 1, 1998 for such absence. Immediate family in the case of illness shall be defined to include own children, wife, or husband, parents, grandparents, brother and/or sister, and in-laws of like relation. Use of sick leave will be limited to units of not less than ½ hour. Oversleeping does not constitute sick leave and will result in loss of pay for that portion of the day.
2. In the event of absence of a teacher for illness in excess of three consecutive working days, the Board may, at its expense, require an examination by an independent physician. If the teacher is absent to what is considered an excessive extent, such examination may be required at any time at Board expense.

a.	First Step	Board will inquire through teacher's personal physician
b.	Second Step	A board appointed physician may be brought in if decisions are not considered satisfactory
c.	Third Step	Through a physician, mutually agreed upon, to be appointed by Board and teacher in the event of conflicting physicians' opinions after steps 1 and 2.

3. If a teacher is absent due to a prolonged illness, or disability, the following procedure will be followed:

a.	When an illness has been determined, the teacher will report the illness to the principal and will provide a doctor's statement indicating that the teacher is not able to continue work, and also indicating the expected date of return from such illness.
b.	Before returning to work, a teacher must report to the principal and provide a doctor's statement indicating the teacher's ability to return to work and also confirming the period of disability.

4. Any charge against a teacher's sick leave shall be signed for by that teacher upon his return.
5. Each teacher shall be notified at the beginning of the school year as to the number of days of sick leave he has accumulated.

6. Sick Leave Incentive

- a. Upon termination of employment in the district, bargaining unit members shall receive twenty dollars (\$20) per day for the first 60 days of unused sick leave and sixty dollars (\$60) per day for any days above sixty, up to the maximum of 120 allowable sick days.
- b. The sick leave incentive will be paid out as part of the last pay in June, unless the employee has terminated their employment during the school year, in which case it will be paid two weeks following the employee's final pay.
- c. As an incentive to bargaining unit employees, if the average use of sick leave by all bargaining unit employees is one-half (.5) day lower than the current average of 6.25 days per employee for the year, the amount paid for that year for days 61-120 will increase by five dollars (\$5). If the average is one day (1.0) or more lower, the amount paid that year for days 61-120 will increased by ten dollars (\$10), to a total of seventy (\$70) dollars.
- d. In case of death while employed by the Fenton Area Public Schools, the above payment will be made to the deceased employee's beneficiary as listed on his/her group term life insurance benefit.
- e. Compensation for sick leave incentive will be subject to all appropriate taxes and is not compensation for retirement purposes.

B. Funeral Leave

Leave of absence with pay, chargeable against the teacher's sick and personal leave allowance, shall be granted not to exceed a maximum of twelve (12) days per school year, for death of the teacher's own parent, grandparent, spouse, son or daughter, brother or sister, grandchildren, aunts, uncles or cousins, and in-laws of like relations. When sick leave is exhausted, personal days may be used.

C. Personal Leave

Two days leave may be used for personal purposes. These days can accumulate as sick leave only. A personal day shall be defined to include activities which can be conducted at no time other than during the school day and must be related to a personal need. Time lost to remedy a current illness or physical condition shall be charged as sick leave. Time lost to obtain a periodic check or services not connected to a current condition will be charged as personal business leave.

Personal business days may not be taken on the first day of school, on the first working day preceding or following a non-teaching day (except Saturday and Sunday), on the opening of small game or fishing season, on the first two (2) working days of a deer hunting season, or on days when final examinations are scheduled. The principal may make special exceptions to a teacher in case of emergency. The Board reserves the right to limit the number of teachers on personal day leaves at any given time to one (1) per elementary building and two (2) each at the Middle School and the High School. Any employees who must be absent from his duties for personal reasons, and for whom a substitute must be secured, shall notify his principal in writing on a form prepared by the Board and the Association no later than 12 o'clock noon of the third day preceding his absence, or in emergency situations, at the earliest time possible. No personal business leaves except in case of an emergency will be granted if it is not requested prior to the absence.

D. Workers' Compensation

Any teacher who is absent because of any injury or disease compensable under the Michigan Workers' Compensation Law shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his regular salary for a maximum of six months with no subtraction of sick leave.

E. Jury Duty

Any teacher who is called for jury service shall receive from the Board the difference between the allowance granted for jury service from the court and his regular salary.

F. Appearance Before Administrative Bodies or Courts

Teachers shall be paid for appearances before administrative bodies or courts only if subpoenaed on behalf of the administration, or for court appearances involving litigation arising out of the teacher's employment where the teacher has been finally adjudged not guilty of culpable misconduct in his employment, and such cases as the Board in its discretion shall decide.

G. Unauthorized Absences

Time lost by unauthorized absences from duty will result in a proportionate salary reduction. The professional daily rate of any teacher shall be determined by dividing his base salary, as set forth in Appendix B, by the total number of work days on the school calendar.

H. Proportionate Leave Pay

Part-time teachers shall receive a proportionate leave pay. Example: Half-time teachers shall receive two (2) half days of personal leave.

I. Leave of Absences with Pay

With administrative approval, teachers may be allowed a leave of absence, not to exceed five (5) working days, if the teacher agrees to pay for the substitute.

ARTICLE XIII

UNPAID LEAVES OF ABSENCE

Leaves of absence without pay and with seniority frozen shall be granted for one year, unless otherwise stated, for the reasons stated below. Teachers must be tenured to be granted a leave for the reasons specified in D, E, F, G, I, and J as to not disrupt the development and assessment of non-tenured teachers.

A. Personal Illness or Disability

Any teacher whose personal illness extends beyond the period compensated under Article XII shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Said employee must give acceptable professional evidence before being permitted to return to work.

B. Family Medical Leave

The parties recognize the implementation of the Family and Medical Leave Act effective August 5, 1993 and agree to comply with the terms of the Act. It is understood that the provisions of the act will be utilized to supplement the benefits and terms of this agreement and in no way will be utilized to subtract from the benefits and terms of this agreement.

C. Child Care

Up to one year's leave shall be granted for the purpose of child care when the object child is a newborn infant or a newly adopted child. Request for said leave shall include a written verification of birth or adoption from the physician or the appropriate agency. A teacher adopting a child shall file a written request for leave to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. Said teacher shall have been employed by the Fenton Area Public Schools for a period of two (2) years or more.

D. Peace Corps

Two years leave may be granted any teacher who joins the Peace Corps.

E. Association Leave

Teachers who are officers of the Association or are appointed to its staff may be given leave of absence up to one year for the purpose of performing duties for the Association. The number of teachers so involved shall be limited to three.

F. Public Office

The Board shall grant a leave of absence to any teacher to campaign for, or serve in, a public office.

G. Professional Study

An instructional employee shall be granted a one year leave of absence for professional study. Requests beyond one year may be granted. The number of teachers on leave for professional study shall be limited to five at any given time.

H. Military Leave

1. Any regular employee of the Fenton Area Public Schools who receives orders for military service either Annual Training (AT); Active Duty for Training (ADT); for state emergencies; or for national security, shall make application for military leave, not to exceed the period of time for which he is required to be on active military duty. Said applicant shall return to his teaching assignment immediately upon return from AT, or ADT. In the

case of extended service for state emergencies, or national security, said applicant shall make application for reinstatement within ninety (90) days from date of said release from active duty.

2. All provisions of this agreement with respect to military leave shall be in conformance with the requirements of State and Federal law.

I. Exchange Teaching - General Policies

1. There shall be an exchange of instructional employees as authorized under the Teacher Exchange Plan selected by the Superintendent and approved by the Board. Said selection is to be based on the education programs they offer.
2. There may be no more than one exchange instructional employee during any one school year.
3. Candidates for exchange positions shall be selected on the following items:
 - a) Outstanding teaching record.
 - b) Length of service.
 - c) Contributions to curriculum and other educational activities.
 - d) Ability of instructional employee to discuss educational policies and practices in and before professional groups.
4. Candidates shall have been under contract for three (3) years.
5. Length of leave shall be for one or two semesters.
6. Written application for such leave shall be made by the instructional employee not later than sixty (60) days prior to the end of that semester following which such leave is desired.

J. Travel and Other Reasons

An instructional employee upon written request shall be granted a leave of absence for travel or other reasons considered valid by the Board.

K. Basis for Granting of Leave

Among many considerations, the Board must take into account the reason that granting of the leave does not in any way injure the program of the school.

L. Duration of the Leave

The granting of the unpaid leave of absence is for no more than one year unless extended at the discretion of the Board, up to a maximum of five years.

M. Mode of Request

All requests for the leave must be in writing, supported by appropriate official evidence when needed.

N. Return from Leave of Absence

Upon return from leave, a teacher will be assigned to the same position, if available, or a substantially equivalent position for which he is qualified. Application to return from a leave of absence should be filed with the superintendent not later than the first of March preceding the September in which he wishes to return. Teachers who have elected to remain on leave for a period greater than two years shall be entitled to return from said leave provided there is an opening for which they are certified and qualified.

ARTICLE XIV

TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- B. The decision of the Board not to rehire a probationary teacher may be subject to the filing of a grievance, but may not be taken to binding arbitration.

C. Evaluation

~~1. Probationary Teachers shall be required to submit goals and a self evaluation as part of their evaluation.~~

~~(a) If a probationary teacher is employed by the school district for at least one (1) full school year, the school district shall ensure that the teacher is provided with an individualized development plan developed by appropriate administrative personnel in consultation with the individual teacher. Probationary teacher shall have a minimum of one (1) evaluation report per year. The annual year-end performance evaluation shall be based on two classroom observations held at least 60 days apart, unless a shorter interval between the two (2) classroom observations is mutually agreed upon by the teacher and the appropriate administrative personnel. An observation report with an overall performance rating will follow each of the classroom observations. If one of the two observations is unsatisfactory, then at least one (1) additional observation will take place prior to the final evaluation. One observation report must be filed with the superintendent by the end of December; the evaluation report is to be filed with the Superintendent by the end of March. The evaluation conference shall be held within ten (10) days after the final observation conference. All non-tenure teachers hired after January 1, shall have a minimum of one (1) observation report and an evaluation report to be filed with the superintendent.~~

~~(b) Teacher evaluation shall be made with the full knowledge of the teacher and shall be signed by the teacher. Such signature shall indicate to a knowledge of, but not necessarily agreement with, the evaluations. Each teacher shall have the right to respond in writing to an evaluation, and such response shall be attached to said evaluation and become a permanent part of the teacher's personnel file.~~

~~2. Tenure Teachers shall be required to submit goals in the year that they are being evaluated; no further submissions are required of tenured teachers. Self evaluation is optional.~~

~~(a) An administrator may choose to evaluate a tenured teacher at any time during any school year prior to the end of March. A minimum of two (2) classroom observation must be made before an evaluation report may be written. The evaluation conference shall be held within ten (10) days after the final observation conference. Tenure teachers shall be evaluated at least once every three (3) years. This clause in no way restricts administrators to evaluate tenured teachers yearly.~~

~~(b) Teacher evaluation shall be made with the full knowledge of the teacher and shall be signed by the teacher. Such signature shall indicate to a knowledge of, but not necessarily agreement with, the evaluations. Each teacher shall have the right to respond in writing to an evaluation, and such response shall be attached to said evaluation and become a permanent part of the teacher's personnel file.~~

~~(c) If a tenured teacher has received a less than satisfactory performance evaluation, the teacher shall be provided with an individualized development plan developed by appropriate administrative personnel in consultation with the individual teacher. The performance evaluation shall be based on, but is not limited to, at least two (2) classroom observations conducted 60 days apart during the period covered by the evaluation, and at least an assessment of the teacher's progress in meeting the goals of his/her individualized development plan.~~

D. Observation

1. ~~Each observation shall be preceded by a pre-observation conference between the administrator and the teacher so that the administrator can apprise the teacher of the administrator's expectations of the teacher, and the administrator can be apprised of the teacher's expectations during the working day.~~
2. ~~A formal classroom observation of the teacher shall be for not less than one (1) class period and/or the duration of a particular teaching unit.~~
3. ~~Within ten (10) school days of each observation, the administrator shall prepare and submit to the teacher a written observation report and shall hold a post-observation conference with the teacher for the purpose of clarifying the written report and recommendation. If weaknesses are noted, a written plan shall be outlined by the administrator to guide and assist the teacher.~~

E. Professional Growth Improvement

~~In lieu of the evaluation process described in Sections C and D of this article, a tenured teacher and principal may agree to cooperate on development of a professional growth plan. Any time prior to or during the procedure, if either the teacher or principal object, the defined evaluation procedures shall be followed. This procedure shall not be considered a disciplinary measure nor shall any results or activity therein be used for purposes of discipline.~~

F. Evaluators

~~Teachers may be evaluated by the following personnel:~~

1. ~~A building administrator normally assigned to the teacher's building.~~
2. ~~An outside observer mutually agreed upon between the building administrator and the teacher involved in the observation.~~
3. ~~The Special Services Director if the teacher is a special education teacher.~~

- G. Teachers and administrators are encouraged to informally discuss any school related problems.

ARTICLE XV

PROTECTION OF TEACHERS

- A. Since the teacher's authority and effectiveness in his 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, 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 or physically handicapped students nor to be charged with 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 relieve the teacher of responsibilities with respect to such pupil.
- B. Any case of assault upon a teacher or his property shall be promptly reported to the Board or its designated representative. The Board shall provide initial legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board shall provide legal counsel and render all necessary assistance to the teacher in his defense, if the Board and the Association's Professional Rights and Responsibilities Committee (PR and R Committee) feel that the action is justifiable, but not in duplication of legal counsel and/or assistance under the MEA liability coverage.

- D. Time lost by a teacher in connection with any incident felt justifiable by the Board and the Association's PR and R Committee mentioned in this Article shall not be charged against the teacher.
- E. No investigation, interviews or disciplinary action shall be taken upon any complaint by a parent directed toward a teacher until the matter is first discussed with the teacher. Discussion with the teacher shall occur within five (5) working days after the complaint is received by an administrator. Said complaint may not be placed in the teacher's personnel file unless part of a disciplinary action. Teachers are entitled to know the identity of the complainant(s).
- F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.
- G. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage for arbitrary or capricious reasons. Any such discipline, reprimand, or reduction in rank, compensation, or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and to the Association.

ARTICLE XVI
CONTRACT MAINTENANCE COMMITTEE

- A. The Board and the Association support the concept of Win-Win Negotiations and will work as a team to resolve mutual concerns and problems.
- B. In order to facilitate communications between the Board and the Association, a Contract Maintenance Committee (CMC) comprised of negotiating representatives from the Association and the Board will meet on a regular basis, usually monthly, to discuss topics and resolve issues and problems.
- C. Employees, immediate supervisors/administrators, and building representatives are expected to share their problems and concerns at the program/building level or with the appropriate administrator so that the problem or concern can be researched, discussed, and resolved at the lowest possible level.
- D. Problems and concerns that cannot be resolved at the program/building level or that may more appropriately be taken initially at the Contract Maintenance Committee may be referred to the Contract Maintenance Committee by an employee, the Association, a supervisor, or the Board.
- E. Nothing in this article shall be construed to prevent the employee or the Association from filing a grievance, or to prevent either party from making a negotiations proposal. However, the seven (7) day grievance filing deadline in Article XVIII, Section D2, of this agreement is delayed until a solution or recommendation is made by the CMC.
- F. The CMC will attempt to resolve issues and problems prior to implementing the grievance procedure or referring them to the negotiations process. However, a problem may be taken through the grievance procedure and/or through the CMC at the same time or separately.
- G. Issues or problems may be referred by the CMC, the Association, the Board, or an employee to the grievance procedure or negotiations process if it is deemed that the CMC is not the appropriate committee to meet and resolve the issue or problem.

ARTICLE XVII
NEGOTIATION PROCEDURES

- A. It is contemplated that matters not specifically covered in this Agreement, but of common concern to the parties, shall be subject to study between them from time to time during the period of the Agreement upon request by either party to the other, pursuant to Article XVI. The parties of this Agreement undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters. Such arrangement may be made by a written and signed amendment, through voluntary mutual agreement, by both parties.
- B. 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 of 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.
- C. By March of the current school year, both parties will begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.
- D. If the parties fail to reach an agreement in any such negotiations either party may involve the mediation machinery of the Michigan Employment Relations Commission, or take any other lawful measures it may deem appropriate to the situation.

ARTICLE XVIII
GRIEVANCE PROCEDURES

- A. Definitions
 - 1. A "grievance" is an alleged violation or misinterpretation of the terms of this Agreement, or the written Board policies as they are from time to time promulgated, and is a claim based on an event or condition which affects conditions or circumstances related to school operation.
 - 2. The "aggrieved person" is inclusive of any individual or group who is a member of the bargaining unit covered by this Agreement.
 - 3. The term "teacher" is inclusive of any individual or group who is a member of the bargaining unit covered by the Agreement.
 - 4. A "party of interest" is a person or persons who might be required to take action, or against whom action might be taken, in order to resolve the problem.
 - 5. The term "days" shall mean working days.
 - 6. The Association may file a grievance.
 - 7. The demotion or the discharge of a tenure teacher shall not be subject to the grievance procedures, except in the event that the Michigan Teacher Tenure Act is abolished.

- B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

C. Structure

1. There shall be one or more Association Representative(s) (Building Representatives) for each school building to be selected in a manner determined by the Association.
2. The Association shall establish a Grievance Committee, which shall be broadly representative and which shall serve as the Association grievance committee.
3. The Board hereby designates the superintendent as its representative when the grievance arises in more than one school building.
4. The building principal or supervisor shall be the administrative representative when the particular grievance arises in that building.

D. Procedure

The number of days indicated at such level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent. If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect solution prior to the end of the school year, or as soon thereafter as is practicable.

1. **Informal Step**

The complaint must first be discussed with the principal or immediate supervisor by the teacher individually or with the Association Representative present, with the objective of resolving the matter informally. It is understood that either party may terminate the informal step.

2. **Level One**

In the event the complaint is not resolved informally, a teacher may submit the complaint in writing (on the official grievance form) to the immediate supervisor or principal within seven (7) days of the occurrence of the event that gave rise to such grievance. The supervisor or principal shall acknowledge the receipt of the grievance form by signing and dating said form. The supervisor or principal shall be given a maximum of seven (7) days to make his decision. If the grievance involves more than one building, it may be filed initially with the Superintendent as Level Two.

3. **Level Two**

- (a) In the event the aggrieved person is not satisfied with the disposition of his grievance at Level one, or if no decision has been rendered within seven (7) days after presentation of the grievance, he may file the grievance in writing with the Association. The Association will assist in writing the grievance. The aggrieved person must file with the Association within twelve (12) working days after the original presentation of the grievance.
- (b) Within seven (7) days of receipt of the grievance, the Association shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and so notifies the claimant, the teacher may continue to process his claim without Association help within five (5) days of notification. If the committee decides there is a legitimate grievance, it shall within five (5) days process the claim with the Superintendent. Within seven (7) days from receipt of the grievance by the Superintendent, he shall render a decision as to the solution.

4. **Level Three**

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within seven (7) days from date of receipt of the grievance by the Superintendent, he may refer the grievance through the Association to the Board of Education's Review Committee. This committee shall be composed of not more than three members of the Board of Education. Within seven (7) days from receipt of the written referral by the Board, the Board Committee shall meet with the Association for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within seven (7) days and delivered to the Association Grievance Committee Chairperson.

5. Level Four

Individual teachers shall not have the right to process a grievance at Level Four.

a.	If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the decision of the Board request in writing the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, the arbitrator shall be selected in accordance with the rules determined by the American Arbitration Association.
b.	Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels.
c.	In the event the grievance is not settled prior to the hearing, the grievance may be tried before the arbitrator whose decision shall be binding upon both parties who agree that a judgment thereon may be entered in any court of competent jurisdiction.
d.	Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter or amend, or subtract from the terms of this Agreement. He shall not hear any grievance, previously barred from the scope of the grievance procedure, nor shall he question the reasonableness of Board Policy, nor question assignments of extra duties for extra pay as outlined in the schedules in Article VI.
e.	If any grievance award by the arbitrator shall include back pay, his award shall not extend more than thirty (30) days prior to the date of the Level One conference.
f.	Grievances of similar nature may not be considered except upon express written mutual consent.
g.	The costs of arbitration shall be born equally by the parties, except each party shall assume its own cost for representation.

E. Rights to Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person, provided however, that any teacher may in no event be represented by an officer, agent, or other representative of any organization other than the Association. Provided further, when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance processing.

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record. If, in the judgment of the Association, the grievance affects a group of teachers, the Association may process the grievance at the level agreed upon by both parties.
2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
3. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
4. Forms for filing and processing grievances shall be designed by the Superintendent and the Association, shall be prepared by the Superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
5. Access shall be made available to all parties, places, and records, for all information necessary to the determination and processing of the grievance.
6. Failure to appeal a grievance within the specified time limit shall be deemed an acceptance of the decision at that level.
7. In the event that the teacher filing the original complaint at Level One leaves the employ of the school district, or withdraws his complaint for any reason, the processing of said complaint shall cease.
8. Grievances concerning Board policy shall be limited to Level Three of the Grievance Procedure.
9. All grievances not settled when this Agreement expires shall be settled in the course of negotiating a new contract.

ARTICLE XIX
NO STRIKE CLAUSE

The Association will not engage in, authorize, encourage, either directly or indirectly, any concerted interruption of education activities due to a cessation, withdrawal, or withholding of services in any manner or form, either in whole or in part, by members of the bargaining unit for any reason and no officer or representative of the Association or member of the bargaining unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage or prolong any such prohibited activity during the term of this Agreement.

ARTICLE XX
STATEMENT OF PHILOSOPHY CONCERNING
TEACHING OF CONTROVERSIAL ISSUES

An important educational aim of the Fenton Area Public Schools is the preparation of students for intelligent and conscientious participation in our democratic society. The continued success of such a society depends upon the vigorous competition of ideas as well as any other aspect of human activity. Therefore, the opportunity for the free exchange of ideas must be preserved. The Board of Education and the Association are committed to the belief that such free exchange of ideas is part of the learning process, and aids in the development of a mature and responsible citizen. Members of the teaching staff should feel confident of the firm support of the Administration, the Board of Education, and the Association in the teaching of controversial issues.

ARTICLE XXI
JOB SHARING

Job sharing is subject to administrative approval. For the purpose of this Agreement, Job Sharing shall mean the occupation of a single staff position by two (2) individuals with each assignment being at least half-time. No teacher in the district shall be involuntarily transferred in order to create or participate in a job share position. Employment conditions for participants in a Job Share shall be as follows:

1. The Job Sharing arrangement will be for the contractual year. In order to continue in the program, the employee must reapply for the next contractual year. Job Sharing arrangements shall be made prior to August 1 for the coming school year.
2. If a job share is discontinued after one or two years, employees shall return to the position(s) previously held. If a job share is discontinued after more than two years, the employees shall return to open positions for which they are certified and highly qualified, according to each teacher's seniority. If no open positions exist, ones shall be created by a reduction in staff of the least senior teacher in the bargaining unit.
3. If a job shared position is eliminated the teachers participating in the job share are displaced.
4. Daily work schedules shall be determined jointly between the Job Sharing participants and the Administration.
5. Reimbursement shall consist of the pro-rated payment of salary, retirement, and insurance premiums.
6. Sick leave and personal leave shall be pro-rated.
7. Starting with the 2011-12 school year, seniority shall accrue on a prorated basis. Salary experience shall progress the same as full time teachers.
8. Arrangements shall be made prior to implementation of a Job Sharing position to equalize preparation time between the Job Sharing participants.
9. Job Sharing participants shall attend parent-teacher conferences, in-service programs, staff meetings scheduled in accordance with this Agreement, and additional work days scheduled for preparation and/or evaluation occurring at the beginning of the school year, the end of the first semester, and the end of the school year.

10. Job Sharing participants shall agree that joint planning will occur whenever they have joint responsibility for the same students. In order to accommodate this requirement, individual arrangements will be made with the Administration prior to implementation. In addition, the Job Sharing participants and their building administrator shall meet quarterly or at the discretion of the administrator to review the Job Sharing arrangement.
11. Individuals who were in a job share in the 2010-11 school year will follow the job share language in the 2007-10 Master Agreement until the end of the 2011-13 school year. Starting with the 2012-13 school year, teachers in a job share will follow job share language in the 2010-13 Master Agreement and subsequent agreements.

ARTICLE XXII

SCHOOL IMPROVEMENT

- A. The Board and Association recognize the necessity of maintaining ongoing district-wide school improvement plans and importance of continued recognition of quality educational services as a fundamental priority and shared goal of the parties.

The Board recognizes that the terms and conditions of the collective bargaining agreement will govern with respect to wages, hours, and other conditions of employment and that those terms shall not be altered or modified through the school improvement process, absent written mutual agreement and ratification by the parties.

- B. Site-Based Decision Making, School Improvement, and Committee Work.
 1. District and building committees will publish their missions prior to the start of the committee's work.
 2. On an annual basis, prior to the beginning of the committee's work, invitations for committee participation will be extended to the building staff, or the district staff based on its mission.
 3. Committee recommendations are subject to the Board of Education approval and shall not alter the contract, unless such recommendations are negotiated between the Board and the Association.
 4. The rights of individuals to hold and express their positions and beliefs are upheld under the processes used in site-based decision-making and school improvement.

ARTICLE XXIII

MENTOR PROGRAM

- A. New hires in their first three years of employment in classroom teaching shall be assigned a mentor teacher by the Board. Other new hires in the profession may be assigned a mentor. Mentors shall be recommended by the District Mentorship and Induction Committee. The Personnel Director will notify the mentor and mentee in writing of the match in a timely fashion.
- B. The DMIC shall consist of an equal number of administrators and FEA representatives.
- C. The mentor teacher shall be knowledgeable in their content area, in educational best practice and in the district's instructional program. Mentors shall be tenured and have at least two years of experience in Fenton.
- D. Mentors shall act as advisors. Mentorship is voluntary and may be discontinued at the option of either party without prejudice.
- E. The mentor shall be accessible to the mentee by physical proximity, e.g. same building, hallway, etc.; by similar subject/content/grade levels; and by time availability.

- F. Seniority would only be the deciding factor if the criteria in C and E established by the committee and the Board are equal.
- G. Mentors shall be paid a stipend of \$550 for the first year, \$450 for the second year, and \$350 for the third year annually, per mentee, payable by semester, as compensation. A tally style log shall be submitted each semester by the mentor before payment will be made.
- H. Anyone interested in a new mentor assignment for the following year shall apply by May 1st to the Personnel Director

It is the intention of the district to provide intensive professional development induction during the school year. If the professional development occurs outside the school year, the teacher will be compensated pursuant to Article VI, D3.

ARTICLE XXIV MISCELLANEOUS PROVISIONS

- A. No polygraph or lie detector device shall be used in any investigation of any teacher.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of the Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. Copies of the Agreement shall be printed at the expense of the Board and presented to all teachers so employed or hereafter employed by the Board.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue to be in full force and effect.
- E. The school calendar shall be a negotiable item, and shall receive the approval of the Association before being published (see Appendix A for the school calendar).
- F. The Association shall designate one or more teacher in each building as Association Representatives (A.R.). The principal and A.R(s) shall meet at least once each month for the purpose of reviewing the administration of the contract and to resolve problems which may arise. These meeting dates shall be mutually agreed upon. These meetings are not intended to bypass the Grievance Procedure.
- G. In the event that student instruction days are lost due to a strike, the parties will re-negotiate the school calendar to make up such lost days. The rescheduling of such days shall not entitle employees to additional compensation, provided employees shall not be required to remain at work on the original days lost.
- H. Any instructional days lost due to various acts of God will be rescheduled without added cost to the Board to insure that students receive the minimal required number of days of instruction in compliance with the School Code. These days shall be made up by extending the school year. Any changes in the calendar will be changed mutually.
- I. Thirty days before the administration considers the implementation of study hall they will meet with the Association to discuss it in an attempt to resolve staffing concerns.

- J. The district will provide immediate notice to the Association of any contact, correspondence, or inquiry regarding a public school academy application made to or by the district.
- K. Those new hires who attend the voluntary work day scheduled at the beginning of the year shall be compensated at the rate of \$50.
- L. The January teacher records day shall be devoted to teachers working on the compilation of student records. Within this context, the use and location of this time shall be at the discretion of the teacher.
- M. Early Resignation Announcement Incentive

Any employee who provides the district with a signed letter indicating their resignation, effective June 30 from the Fenton Area Public Schools by April 1 will receive a \$2,000 incentive payment at the time of severance.

ARTICLE XXV

DURATION OF AGREEMENT

This Agreement shall be effective the first day of September, 2013 and shall continue in effect through the thirty-first day of December, 2015. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

FENTON EDUCATION ASSOCIATION

BY _____
Its President

BY _____
Its President

BY _____
Its Secretary

BY _____
Chair, Negotiating Committee

**FENTON AREA PUBLIC SCHOOLS
CALENDAR
2013-2014**

**FENTON AREA PUBLIC SCHOOLS
CALENDAR
2014-2015**

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B-1

SALARY SCHEDULE

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APPENDIX C

Fenton Area Public Schools

Mentor/Mentee Contact Log

Mentee and Mentor Name:

September 20__ - May 20__

	Instruction	Cooperation	Curriculum Planning	Classroom Environment	Job Knowledge	Professionalism	Classroom management	Assessment & Feedback	C
Month									
September									
October									
November									
December									
Totals									

	Instruction	Cooperation	Curriculum Planning	Classroom Environment	Job Knowledge	Professionalism	Classroom management	Assessment & Feedback	Communication
January									
February									
March									
April									
May									
Totals									

Email log by 12/15/ and 5/15/ ←

Logs are required to be turned in via email, using the format above.

APPENDIX D
SUMMER BID

Complete in triplicate
Only one job posting per copy

To: Director of Finance and Personnel

From: _____

Date: _____

Re: POSITION BID

This is to inform you that I wish to bid on the following position:

Certification and other qualifications:

Highly Qualified: _____ yes _____ no

Number each sheet in order of preference

Choice # _____ of _____

Seniority Date:

Send one copy to the FEA President, one copy to the Personnel Director and keep one copy for your records.

PLEASE LIST A NUMBER WHERE YOU CAN BE REACHED AFTER THE LAST CONTRATUAL WORK DAY OF THE SCHOOL YEAR AND AN EMAIL ADDRESS.

Telephone Number: _____ E-mail address _____

You will be contacted if a position you are requesting becomes open and you are certified, highly qualified and the applicant with the most seniority. You will have until 4:00 P.M. on the next business day to accept the position. If you cannot be reached or do not respond with the required timeframe, you will not be granted the position and we will move to the next teacher requesting the position.

