



**2012-  
2014**

**LAKE FENTON COMMUNITY SCHOOLS**

**MASTER CONTRACT**

**BETWEEN THE**

**LAKE FENTON  
BOARD OF EDUCATION**

**AND THE**

**LOCAL 10/MEA/NEA  
LAKE FENTON UNIT**



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**AGREEMENT**

**Between the**

**Lake Fenton Board of Education**

**And**

**Local 10/MEA/NEA, Lake Fenton Unit**

**PREAMBLE**

This agreement entered into this 14<sup>th</sup> day of May 2012, by and between the School District of Lake Fenton Community Schools of Fenton, Michigan, hereinafter called the "Board" and Local 10/MEA/NEA, Lake Fenton Unit, hereinafter called "Local 10/MEA/NEA".

**WITNESSETH:**

WHEREAS, the Board and the Local 10/MEA/NEA, Lake Fenton Unit recognize and declare that providing a quality education for the children of Lake Fenton Schools is their aim, and that the character of such education depends predominately upon the quality and morale of the/he teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with Local 10/MEA/NEA, Lake Fenton Unit as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenant, it is hereby agreed as follows:

**ARTICLE 1 – Recognition**

- A. The Board hereby recognizes the Local 10/MEA/NEA, Lake Fenton Unit as the sole and exclusive bargaining representative for all certified professional personnel including but not limited to teachers, speech pathologists, counselors and media specialists, whether under contract, on leave, employed or to be employed by the Board excluding Superintendents, Assistant Superintendents, Principals, and supervisors and substitutes within the meaning of the Public Employment Relations Act. The term "teacher" when used hereinafter in this agreement shall refer to all professional and/or certified employees represented by Local 10/MEA/NEA, Lake Fenton Unit in the bargaining unit as above defined, and references to male teachers include female teachers.
- B. The Board agrees not to negotiate with or recognize any teacher's organization other than Local 10/MEA/NEA, Lake Fenton Unit for the duration of this Agreement.

## **ARTICLE 2 – Association and Teacher Rights**

- A. Pursuant to the Michigan Employment Relations Act, the Board hereby agrees that every teacher shall have the right freely to organize, join and support Local 10/MEA/NEA, Lake Fenton Unit for the purpose of engaging in collective bargaining or negotiating and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of 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 the Act 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 her/his membership in the Local 10/MEA/NEA, Lake Fenton Unit or collective professional negotiations with the Board, or her/his institution of any grievance complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights she/he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law.
- C. The Local 10/MEA/NEA, Lake Fenton Unit and its representatives shall have the same rights as other community groups to use school buildings at all reasonable hours for meetings, provided that where custodial services are required, the Board may make the same charge that is made to other community groups.
- D. Duly authorized representation of the Local 10/MEA/NEA, Lake Fenton Unit and their respective affiliates shall be permitted to transact official Local 10/MEA/NEA, Lake Fenton Unit business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operation. The Local 10/MEA/NEA, Lake Fenton Unit may hold meetings of up to one hour in duration during Teacher Record Days or In-services that are scheduled when school is not in session for the entire day so long as said meetings don't interfere with or interrupt scheduled activities.
- E. The Local 10/MEA/NEA, Lake Fenton Unit shall have the privilege to use school facilities and equipment normally used for instructional purposes when such equipment is not otherwise in use. After being given a list of district costs for materials and supplies, the Local 10/MEA/NEA, Lake Fenton Unit shall quarterly present to the Superintendent a list of supplies and material used along with a check for the same.
- F. The Local 10/MEA/NEA, Lake Fenton unit shall have the right to post notices of its activities and matters of Local 10/MEA/NEA, Lake Fenton Unit concern on teacher bulletin boards not accessible to students at least one of which shall be provided in each building. The Association may use teacher mailboxes for communications to teachers. The Association agrees to be responsible for the content of all such communications which the Local 10/MEA/NEA, Lake Fenton Unit or its representatives post or distribute using school facilities. The informational materials will be identified with the name of the individual posting it or the unit authorizing it. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Local 10/MEA/NEA, Lake Fenton Unit either on or off school premises.

- G. The Board agrees to furnish to the Local 10/MEA/NEA, Lake Fenton Unit in response to reasonable requests information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, agendas and minutes of all Board meetings, treasurer's reports, membership data, names and addresses of all teachers, salaries paid thereto and education background, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers together with information which may be necessary for the Local 10/MEA/NEA, Lake Fenton Unit to process any grievance or complaint. The Association shall specify in writing the information desired.
- H. The Board may consult with the Local 10/MEA/NEA, Lake Fenton Unit on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration to advise the Board with respect to said matters prior to their adoption and/or general publication.
- I. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the 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 except as it exceeds the bounds of questionable, ethical or moral behavior that brings disgrace and discredit to the Lake Fenton Community Schools.
- J. The Local 10/MEA/NEA, Lake Fenton Unit shall have the same privileges for placing items on the agenda for Board consideration as other community groups. Such items shall be submitted to the Superintendent, in writing, at least five days prior to the scheduled meeting.

### **ARTICLE 3 – Rights of the Board**

The Board, on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities. To make reasonable rules and regulations not in conflict with the terms of this Agreement governing the working conditions of its employees.
- B. To hire all employees and subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
- C. To establish grades and courses of instruction including special programs, establish rules and regulations, and to provide for athletic, recreational and social events for students, as deemed necessary or advisable by the Board.

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

**ARTICLE 4 – Professional Dues or Fees, and Payroll Deductions**

- A. On the effective date of this Agreement all members of the Bargaining Unit who are currently members of the Local 10/MEA/NEA, Lake Fenton Unit agree to maintain membership or to pay a fee determined annually by the American Arbitration Association to the Local, State and National Association for the duration of this Agreement.

In addition, newly hired certified personnel agree to become members of the Local 10/MEA/NEA, Lake Fenton Unit or to contribute a like amount of dues (Local, State and National) to the Local Association in terms of a service fee.

The Local 10/MEA/NEA, Lake Fenton Unit agrees to save harmless the Lake Fenton Board of Education from any legal action or damages resulting from this clause.

- B. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board. Deductions, currently in effect shall remain in effect until changed by mutual agreement.

**ARTICLE 5 – Teaching Hours and Class Load**

- A. The teacher's duty day shall be as listed on Schedule C.
- B. The normal weekly teaching load for 9-12<sup>th</sup> teachers will be 20 teaching periods and 5 unassigned preparation periods. The normal weekly teaching load for 6-8<sup>th</sup> grade teachers will be 30 teaching periods and 5 unassigned preparation periods. Channel One will not be considered a preparation in an assignment.

The term "unassigned preparation/conference" shall be construed to include the use of this period for the purpose of preparation and the following when deemed necessary in the judgment of the Principal.

1. Parent/Teacher conferences (advance notice will be given whenever possible).
2. Paid classroom substitution, such substitution to be on a rotating basis. If the teacher does not wish to substitute in her/his turn, the Administration shall make an attempt to secure another substitute. In the event no other can be found, the teacher scheduled shall fill the vacancy. Every attempt will be made by the Administration to prevent a teacher from being required to substitute more than once in a five day period.
3. An assignment other than teaching in an extreme emergency.



- C. All teachers shall be entitled to an uninterrupted lunch period as provided in Schedule C.
1. High School teachers with a noon-time assignment shall be given an extra-duty contract rider as listed in the Extra Duty Schedule B.
  2. K-8 teachers shall have a duty-free lunch period of at least 35 minutes. Lunchroom duties and lunch ticket responsibilities shall not be assigned to teachers.
- D.
1. West Shore and Torrey Hill teachers shall have one twenty minute relief period on Monday, Tuesday, Thursday, Friday and one fifteen minute relief period on Wednesday. Said relief periods shall not be scheduled during the first half-hour of the student day. The Board will not accomplish teacher relief periods by requiring teacher supervision of students other than those regularly assigned that teacher.
  2. West Shore and Torrey Hill teachers shall have a minimum of 120 minutes per week for preparation during the student day. In place of the 30 minutes at the beginning of each day, West Shore and Torrey Hill teachers will receive two (2) compensation days.
  3. There shall be a School Building Review Committee, for all buildings, that will meet between February 1st and June 1st each year. This Committee will arrive at a mutually agreeable schedule for the following year. The Committee shall consist of the building principal and a teacher from each grade level.
- E. All teachers will be provided with equal relief and preparation time within their buildings. All teachers dividing their time between buildings shall receive relief and preparation time proportionate to the amount allotted to the other teachers in those buildings.
- F. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need or desirability of such deviation, the matter may be processed through the professional grievance procedure.
- G. Every attempt will be made to have teachers make no more than one transfer between buildings per school day. Time allotted for this transfer shall be a minimum of ten (10) minutes.

If teachers traveling outside the district as part of their assignment lose time for prep, lunch, or relief as specified in the agreement, she/he will be compensated according to the following:

Salary divided by teacher days divided by seven (7) divided by sixty (60) = minute rate. Minute rate multiplied by minutes lost multiplied by number of student days.

## **ARTICLE 6 – Teaching Conditions**

Because the pupil-teacher ratio is an important aspect of an effective educational program, the Board agrees:

### **A. LEAST RESTRICTIVE ENVIRONMENT**

It is the belief of the Association and the Board of Education, pursuant to state and federal rules and regulations, as well as the Michigan State Board of Education's 1984 policy on least restrictive environment, that students with disabilities are to receive their education in a chronologically age appropriate, general education environment to the maximum extent appropriate unless a placement of this type is determined to be inappropriate even with the provision of supplemental aids and services. The determination of appropriate special education programs and services and the extent to which the student will participate in general education programs shall be determined by the Individualized Educational Planning Committee and be based on the student's individual needs. It is recognized that appropriate program options created in both special education and general education classrooms will not only maximize the potential of students with disabilities, but also will assist in the preparation of both students with disabilities and students without disabilities for integrated community living.

It is recognized that students with certain impairments, i.e., (Visually Impaired - VI, Hearing Impaired - HI, Physically Impaired-PI, Otherwise Health Impaired-OHI, Autistically Impaired - AI, Cognitive Impairment-CI, Emotional Impaired-EI and Speech and Language-SLI) may enter Lake Fenton Schools in a variety of ways: transfer from another school system, return from a "center" program or beginning their education in Lake Fenton as a young child. It is agreed that specific procedures, consistent with state and federal laws will be followed to initiate services:

1. The district will create a LRE Committee which would include the Superintendent or designee, one special education teacher, and one regular education teacher and one parent to develop an action plan to address the staff training needs and other issues associated with the placement of special education students into regular education classrooms.
2. When the district convenes an Individual Educational Planning Committee (IEPC) to determine options in placement, the receiving classroom teacher and/or appropriate staff who shall be involved with the student shall be invited, in writing, to participate in the IEPC.
3. Another IEP conference shall be held with the receiving teacher(s) and the special education representative(s) within thirty school days to review and assess the resulting placement and delivery of educational services. This meeting shall be scheduled at the time of the IEPC meeting but may be convened sooner at the teacher's request.
4. Should a teacher, working directly with the student with a handicap, advise the Administration in writing of a reasonable basis to believe that a student's current individual education plan (IEP) report is not meeting the student's unique needs as

required by law, the Administration shall call an IEPC. The teacher so advising shall be invited to, and will attend, the IEPC.

5. The district assures training will occur at each school at the beginning of each school year to acquaint staff with the procedures to be followed and the training shall include the function of the IEPC and the teachers' pivotal role in the IEPC process.
6. There are certain non-instructional procedures that may be necessary for these students such as (but not limited to) suctioning, catheterization, and/or medical/personal need(s) of the student(s). When a situation arises which may require any of the above services, a meeting shall be scheduled with the Administration, the Association and the teacher to discuss the problem and how best to deal with it.

In dealing with the problem, these medical procedures are delegable only within the parameters of the public health code. Specifically they can only be delegated by a medical licensee (typically a physician or nurse); they can be only delegated to an individual who is qualified by education, training or experience, and any unlicensed person to whom the tasks are delegated must be under the licensee's supervision. Supervision is defined as meaning regularly scheduled review and consultation with the supervised individual, the provision by the licensee of the pre-determined procedures and the continuous availability of the delegator by direct communication with the individual providing the services.

7. The term "medically fragile" refers to persons with complex medical care needs who require technology, specific services, and/or some form of on-going medical support for survival. The term may include persons with severe chronic and progressive illnesses and severe disabilities. A Monitoring Committee will be formulated to deal with support of those student(s). This Committee shall consist of three (3) teachers and two (2) administrators, and the child's parent. 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 request an IEPC to consider recommendations for program changes.

## B. SUPPORT SERVICES

1. To ensure quality education for all, in grades K-5, the Administration will assign, as close to equal as possible, the number of identified (by IEPC) special education children to each grade level teacher. Upon mutual agreement between the LFEA and Administration for efficiency of resources limits may be waived annually.
2. In grades 6-12, the Administration will assign, as close to equal as possible, the number of identified (by IEPC) special education children to each specific subject area section.

When more than five (5) special education students (K-12) (as identified by an IEPC) are scheduled in a particular section or classroom, the regular education classroom teacher, the special education classroom teacher, and an administrator

shall meet within five (5) school days to determine (by mutual agreement) what additional support is necessary. If mutual agreement is not reached or there is an impasse, the problem will be referred to the Least Restrictive Environment (LRE) Committee for review and recommendation to Article 21.

- C. The Board agrees that in grades K-5 that it will strive for an average class size of not more than 27 pupils for grades K, 1, 2, 3, 4, 5 with equal distribution. In the event there are 10% or more pupils in any one grade level over the average of 27, an additional class will be added, provided money and space are available. If the Board does not add the class, a teacher will receive \$175 per semester for each student over the limit of 27 students in grades K-5.

Overloads will be evaluated at 15, 30 and 45 school days after the beginning of each semester/trimester. Overages only impacting one timeframe will be paid at half the rate. Overages impacting two or three timeframes will be paid at the full rate. Any problems that arise from the above shall be submitted to the Committee described in Article 21, Paragraph A. If after 30 days the problem is not solved, relief may be pursued starting at Level 3 of the grievance procedure.

- D. In grades 6-12:

1. No individual class will exceed 32 students, except for those classes listed in paragraph 3 below. A penalty payment of \$125 will be paid for each student over 32 per semester in grades 6-12.
2. No teacher will be required to teach more than 150 pupils per day and have more than three (3) preparations, unless specified below.
3. Band, Choir and Physical Education classes are exceptions to the above. Physical Education classes will be limited to an average of 45 students, 50 students limit per class.
4. For three (3) preparations and 5 students over 150, the teacher shall receive premium pay of \$225 per semester.
5. For over 140 students and four (4) preparations, the teacher shall receive a premium of \$325 per semester.
6. For five (5) preparations and over 125 students, the teacher shall receive a premium of \$425 per semester.
7. Overloads will be evaluated at 15, 30 and 45 school days after the beginning of each semester/trimester. Overages only impacting one timeframe will be paid at half the rate. Overages impacting two or three timeframes will be paid at the full rate.
8. Any problems that arise from the above shall be submitted to the Committee described in Article 21, Paragraph A. If after 30 days the problem is not solved, relief may be pursued starting at Level 3 of the grievance procedure.

NOTE: (1) Middle School exploratory classes that meet no more than twice a week will not constitute a preparation period for purposes of this Article. (2) The parties agree to meet yearly to review middle school concepts as identified by research for possible revisions of organizational structure.

9. The Administration will strive for an equal distribution of pupils across courses of the same name and course number.
  10. Channel One will not be considered a preparation in a teacher's work assignment.
- E. The Board will follow State mandated or recommended guidelines for Title One teachers and programs.
- F.
1. The Board recognizes that appropriate texts, library references, facilities, maps and gloves, laboratory equipment, current periodicals, audio-visual equipment, art supplies and athletic equipment, standard text and questionnaires, and similar materials are the tools of the teaching profession. Further, that efforts shall be continued to seek and use textbooks and supplemental reading materials which contain the contribution of minority groups to the history, and scientific and social development of the United States.
  2. The Site-Based Decision Making Committee (SBDM) shall not address the collectively bargained areas of the contract. The SBDM committee at each building will consist of an equal ratio of teachers to non-teachers. Any participation shall be voluntary. The Association will be responsible for the selection of teachers to serve on the committee. Each committee will be responsible for recommendations in such areas as school improvement and core academic curriculum.
  3. The Board agrees at all times to keep the school properly equipped and maintained.
- G. The Board agrees to make available in each school adequate typing and duplicating facilities to aid teachers in the preparation of instructional material. Where practical, clerical personnel shall be provided to aid teachers in the preparation of instructional materials.
- H. The Board shall provide:
1. A separate desk for each teacher in the district.
  2. Closet space for each teacher to store coats, overshoes and personal articles.
  3. Chalkboard space in every classroom.
  4. Copies, exclusively for each teacher's use, of all adopted texts, curriculums and mutually desired outcomes of each course she/he is to teach.

5. One collegiate dictionary shall be furnished for each teacher in the system when requested.
  6. Preparation areas shall be provided for teachers.
  7. Storage space in each classroom for instructional materials.
  8. Record books, paper, pencils, pens, chalk, erasers, and other such material normally required in daily teaching responsibilities.
  9. Smocks for art and home economics teachers, laboratory coats for laboratory science teachers, shop coats for vocational and industrial education teachers. Said clothing shall be identified as school property.
  10. A set of keys will be made available through the principal's office to enable a teacher to have access to the building for school business only when it is otherwise locked. Teachers signing out the keys will assume the responsibility to secure the building when leaving.
- I. Under no conditions will a teacher be required to drive a school bus or transport students.
  - J. The Board shall make available in each school adequate lunchroom, restroom, and lavatory facilities for staff use and such areas shall not be used by students. A room shall be provided, reasonably furnished, cleaned, and adequately ventilated which shall be reserved for use as a staff room during teacher duty hours.
  - K. Telephone facilities will be made available to teachers for school business and limited personal use, and such use shall be limited to non-toll calls except for school business. Every effort will be made to provide a reasonable degree of privacy when such phones are being used. Any teacher found to be abusing this privilege shall have the privilege revoked for the remainder of the school year.
  - L. Vending machines may be installed by the Local 10/MEA/NEA, Lake Fenton Unit in the teachers' lounges. Maintenance, operation, proceeds and losses shall be accepted by the Association.
  - M. Reasonably maintained parking facilities shall be provided for teachers.
  - N. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
  - O. The Board may adopt rules and regulations not in conflict with the terms of this Agreement concerning discipline of teachers.

Discipline of teachers shall be subject to the grievance procedure, provided that:

1. As to probationary teachers, the Board shall give such notices of unsatisfactory work and such other notices as shall be required or permitted by the Michigan Tenure of Teachers Act.

2. As to teachers on tenure, pending grievances shall be dismissed on the filing of written charges under the Michigan Tenure of Teachers Act.
- P. Teachers will not have to permit visitors to class unless notified by the principal in advance. Casual visitors to school are discouraged from bringing pre-school aged children with them for classroom visits.
- Q. Committees formed for curricular study, school improvement, or otherwise, which would affect student outcomes, will be made up of bargaining unit members and other impacted parties. It is understood that the Association may recommend the addition of other unit members after reviewing the committee's make-up. Decisions of the committee will be made in accordance with the Master Agreement and the Board of Education Policies.

### **ARTICLE 7 – Mentor Teachers**

- A. A joint committee of up to three (3) teacher representatives and three (3) Board of Education representatives met in the 1994-95 school year to formulate a Master Teacher/Mentor Program recommendation with an anticipated effective date of August 1995. A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of the School Code and perform the duties of a Master Teacher as specified in the code.
- B. Each bargaining unit member in his/her first three years in the teaching profession shall be assigned a Mentor Teacher by the Administration with the consultation of the Association. Mentor Teachers shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion. Because the purpose of the mentor/ mentee match is to acclimate the mentee and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not be a matter included in the evaluation of the mentor or mentee. However, nothing in this Agreement is to be construed to limit the responsibility of staff to meet legal obligations to report suspected criminal offenses and/or testify regarding inappropriate behavior by a fellow staff member.
- C. The mentor teacher shall be knowledgeable in their content area, in educational best practice and in the district's instructional program. Mentors shall preferably have at least three years of teaching experience in Lake Fenton and five years of total teaching experience. If an insufficient number of tenured members of the bargaining unit volunteer to be Mentor Teachers, the Board may assign a certified educator from outside the bargaining unit.
- D. The Administration shall notify the Association when a Mentor Teacher is matched with a probationary teacher (Mentee).
- E. The mentee shall be assigned to one (1) mentor teacher at a time.
- F. A mentor teacher shall be assigned to only one (1) mentee at a time.

- G. The mentor teacher assignment shall be for one (1) year, subject to review by the mentor teacher and mentee after ninety (90) working days. The appointment may be renewed in succeeding years. Mentorship is voluntary and may be discontinued at the option of either party. In the event that a change of mentors is necessary, a new person will be assigned as soon as practicable.
- H. Suggested standards for release time for the mentor and the mentee will be the configuration of up to a half day per marking period for the first year, and up to a half day every semester for the 2nd and 3rd years. Requests for additional released time shall be submitted to the building principal. It is also understood that time for discussions and feedback between the Mentor Teacher and the probationary teacher will necessarily take place weekly beyond the normal working day to establish this collaborative relationship. Time commitments beyond this minimum may be subject to revision due to state mandates.
- I. Professional development training required by law or regulation may occur during the regular work day and work year. However, satisfying such professional development requirements is the sole responsibility of the probationary teacher and may require training beyond the contractual work day or work year.
- J. The stipend to be paid to the Mentor for the Mentee is posted as part of Schedule B of the contract.

#### **ARTICLE 8 – Qualifications and Assignments**

- A. No new teachers shall be employed by the Board for a regular teaching assignment who are not certified and/or are highly qualified, or meet the requirements under emergency waiver.
- B. Persons with less than a Bachelor's Degree who are eligible for the Michigan Substitute Permit only shall be employed by the Board on a day-to-day substitute basis and for no more than 90 days per school year.
- C. The Board will post a list of extra-curricular activities to be chaperoned in grades 5-12 prior to September 30. Teachers may volunteer to chaperone such activities. In the event there are not enough volunteers, teachers may be required to chaperone one activity annually in their respective buildings. Chaperones will be responsible for a maximum of four (4) hours of service per activity. Chaperones will receive \$12.50 per activity. Mandatory weekend assignments will not be made.
- D. All Schedule B positions shall be posted between May 1 and May 15 of the preceding school year. Any teacher desiring a Schedule B position must apply for that position during the posting period. The Board will make final Schedule B assignments at the 1st board meeting in July for yearly, first semester, and Fall athletic assignments; at the 1st board meeting in November for second semester positions and Winter athletics; and at the 1st board meeting in February for Spring athletics.



1. Any teacher who currently holds a Schedule B position and reapplies for that position will be awarded the position unless his/her performance was unsatisfactory.
2. If an equally qualified person from within a unit applies for a posted position, that person shall be given preference. If more than one (1) person from the unit applies, the applicants will be given preference in the order of qualifications.
3. If none of the applicants are qualified for a position, the Board may hire a person outside the bargaining unit to fill such position. The Board will not pay anyone outside the unit a sum greater than a member of the unit would have been paid, without the written agreement of the Association.
4. An additional 5 day posting is necessary when a schedule B position opens after the original posting between May 1 and May 15, if said opening occurs more than 30 days prior to the start of that particular season. The Local 10/MEA/NEA, Lake Fenton Unit recognizes that when vacancies in Schedule B positions occur during the school year it may be difficult to fill them within the district. If determined, in the reasonable judgment of the Superintendent, such a vacancy may be filled by a bargaining unit member or a person outside the unit on a temporary or tentative basis until the end of the current school year or activity season, at which time the position shall be considered vacant.
5. The Board will provide the Local 10/MEA/NEA, Lake Fenton Unit with job descriptions of all Schedule B positions.

#### **ARTICLE 9 – Vacancies, Promotions and Transfers**

The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Request by a teacher for a transfer to a different class, building, or position shall be made in writing, one copy of which shall be filed with the Superintendent. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed each year to assure active consideration by the Board. Filling of all vacancies, promotions and transfers shall be the sole decision of the Board.

#### **ARTICLE 10 – Leave Pay**

- A. In the event that an employee is disabled through an injury or illness covered by Workers' Compensation, the employee may use his/her sick days and his/her sick days shall be reduced by the amount so as to provide 100% pay in coordination with Workers' Compensation Insurance. Under no circumstances may the sick bank be used for this purpose.
- B. At the beginning of the school year, each teacher shall be credited with thirteen (13) sick days, three of which may be used for personal business. The unused portion of such allowance shall accumulate from year to year unlimited. Part time teachers will accumulate sick time equal to their percentage of a full time teacher.

- C. All LFEA members will donate one day for each accumulated year to the sick bank regardless of the balance in the bank until they have achieved 6 years of Lake Fenton teaching seniority. In the event the sick bank shall fall below 500 days, everyone will contribute a day and other members under 5 years of seniority will not be doubly charged. New members currently on staff will not be charged for their years up to this point.

Directives for the use of the sick leave bank shall be as follows:

1. Upon request, medical verification will be given to the Sick Leave Bank Committee.
  2. After depletion of an individual's sick leave days, a minimum of five consecutive days must lapse before the teacher is eligible to apply for sick leave bank days. Days without pay shall be dispersed over five pay periods unless time granted is at the end of the fiscal year.
  3. Sick leave bank days may be granted as full days or half days. Any member who uses days from the sick bank must return each year, to the sick bank, one day until withdrawn time has been replaced by the member.
  4. Whenever possible, requests for sick leave bank days must be made in writing.
  5. The Payroll Department must be notified in writing by the Chair of the Sick Leave Bank Committee or the Association President as to the number of days granted to each individual teacher.
  6. The Association must keep reasonable records which are subject to review by the Administration.
  7. If an individual teacher's sick leave days have been depleted, up to five bereavement days may be granted from the sick leave bank for each death occurring in the immediate family as an exception to Item 2 above.
  8. These regulations may not be changed without mutual agreement between the Board and the Association.
  9. A teacher may draw, from the sick leave bank, only that number of days necessary to meet the LTD qualifying period as specified in Article 25, Section C.
  10. The use of sick bank days cannot be used to extend the period during which the Board of Education pays fringe benefits unless the sick bank days are part of a ten day continuous block of time. The Board will cease to pay fringe benefits for an employee who is off, when that employee's personal sick days have been exhausted, except as provided in the above sentence.
  11. Habitual use of the sick bank program may be used to deny authorization.
- D. Any teacher whose personal illness extends beyond the period compensated under this Article, shall be granted a leave of absence without pay for up to twelve (12) months if medical verification is presented to the Board within thirty (30) days of when their

personal sick days have been exhausted. The leave of absence is renewable at the discretion of the Board. The teacher will be returned an equivalent vacant teaching position the following September, earlier at the discretion of the Board of Education, upon medical verification that the teacher is now able to return to their full duties.

- E. Teachers may use three (3) days leave for personal business, which cannot normally be handled outside school hours, such as medical, financial, legal, religious, emergency, or other situations. Teachers are required to indicate general category that personal day will be used for, but will not be required to detail reason. Application for such leave must be made in writing. The request must be made three (3) days in advance of the date requested, except in the case of an emergency. Teachers may use personal business days adjacent to holiday and vacation time with the building administrator's authorization. Teachers may not use personal business days on a Professional Development day. Habitual use shall be used to deny authorization. Personal days will become sick days if not used.
- F. Leave of absence with pay not chargeable against the teacher's sick leave allowance shall be granted when the teacher is called and serves on jury duty. The Board will pay the make-up pay portion between the daily rate of the teacher and what they receive from the court, less expenses. Retirement benefits will not be diminished by participation on jury duty. There shall be a limit of sixty (60) days on the Board's make up pay portion.
- G. A teacher called by the Board to testify in court shall not suffer loss of pay. Payment for other appearances shall be at the discretion of the Board. Approval for payment shall be made by the Board in advance of said appearance.
- H. The Board may request medical verification of an employee's disability or of his/her ability to return to work.
- I. Whenever school is closed for Act of God days teachers will not be charged for prearranged absences unless they are not in the area (not at their normal abode) and not available for work.
- J. The Superintendent and LFEA President may mutually approve an individual voluntary donation of sick days outside the sick bank to a LFEA member.

**ARTICLE 11 – Professional and Local 10/MEA/NEA, Lake Fenton Unit Leave**

- A. The Local 10/MEA/NEA, Lake Fenton Unit shall be credited with twelve (12) days to be used by teachers who are officers or agents of the Association to attend non-negotiating oriented meetings. The Local 10/MEA/NEA, Lake Fenton Unit will notify the Board five (5) school days in advance of the date of the absence.

Under this provision, no more than three (3) teachers shall be granted leave on the same day unless subs are available and permission has been granted using the existing forms.

- B. The Local 10/MEA/NEA, Lake Fenton Unit shall be credited with six (6) days to be used by the officers of the Association to attend other meetings. The Local 10/MEA/NEA, Lake Fenton Unit agrees to reimburse the Board the per diem substitute wages for each

day used. The Local 10/MEA/NEA, Lake Fenton Unit will notify the Board five (5) school days in advance of the date of the absence. Unused days may accumulate up to twelve (12).

Under this provision no more than six (6) teachers shall be granted leave on the same day unless subs are available and permission has been granted using the existing forms.

- C. Additional days may be granted pending approval based upon the conference's relationship to Lake Fenton School Improvement and professional development goals.

### **ARTICLE 12 – Sabbatical Leave**

- A. Teachers who have been employed for seven (7) years shall be granted a sabbatical leave for up to one year. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and may be paid up to one-half his/her annual salary and full related fringe benefits. In the event a sabbatical leave is granted for one semester, the teacher may receive up to one-fourth his/her annual salary and full related fringe benefits. Applications for leaves under these provisions must be submitted to the Board no later than 120 days prior to the effective beginning of such leave.
- B. A teacher, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as she/he would have been had she/he taught in the district during such period.
- C. No more than two teachers shall be placed on sabbatical leave during any one year.
- D. At the request of the Board, the teacher will agree to return to employment in the Lake Fenton School District for one full year in the event of a semester's leave, or two full years in the event of a year's leave. The teacher will also provide a detailed report of the program plus verification of completion. If the teacher fails to complete the program for any reason except for reasons beyond his/her control, said teacher will refund the district all money received plus the cost of all fringe benefits.
- E. During a sabbatical leave, a teacher may be gainfully employed only on a supplemental basis.
- F. The program must be approved by the Board. Such program approval by the Board will also be commensurate with the financial resources of the district.

### **ARTICLE 13 – Unpaid Leaves of Absence**

- A. Upon application, the Board may grant a leave of absence for personal reasons for up to two (2) years. Upon return from such leave, the teacher shall be assigned to an equivalent vacant teaching position and shall be paid at the salary step on the salary schedule immediately higher than the step applicable to the teacher at the beginning of such leave. For sake of this contract, equivalent means full-time teaching position equals full-time teaching position.

- B. A leave of absence of up to one (1) year may be granted to any teacher after three years of service in the Lake Fenton Community School District, upon application, for the purpose of engaging in study at an accredited college or university related to his/her professional responsibilities. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as she/he would have been had she/he taught in the district during such period.
- C. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States. Upon return from such leave a teacher shall be placed on the same position on the salary schedule as she/he would have been had she/he taught in the district during such period, except that the above obligations shall not apply for service beyond the teacher's initial commitment. The provision above shall not deny any rights provided by applicable law.
- D. A leave of absence up to two (2) years shall be granted to any teacher upon application for the purpose of serving as an officer of the Association or its staff. Upon return from such leave, the teacher shall be placed an equivalent vacant teaching position. No salary schedule credit shall accrue as a result of the above-mentioned leave.
- E. A leave of absence not to exceed four (4) years shall be granted to any teacher upon application for the purpose of serving in a State or National public office. Upon return from such leave, the Board shall evaluate such experience and if the experience is valid, credit shall be given on the salary schedule and the teacher placed in an equivalent vacant teaching position.
- F. A child care leave of up to twelve (12) months may be granted to any teacher. A teacher adopting a child may have similar leave. Upon return from such leave, the teacher shall be assigned an equivalent vacant teaching position and shall be paid at the salary step on the salary schedule immediately higher than the step applicable at the beginning of said leave, provided the teacher taught one day more than half a year during the year in which he leave took place. If there is no available position, the teacher shall be placed in a position or on the layoff list according to seniority. Leaves granted under this paragraph may be extended on a yearly basis if there is a mutual agreement between the teacher and the Board.
- G. The teacher taking an unpaid leave of absence shall have the right to remain in fringe benefit programs provided she/he remits payment for premiums to the Business Office. Payment of such premiums is subject to approval of carrier.
- H. All requests for the leaves of absence mentioned above shall be in writing on the form provided by the Board and should, whenever possible, be received at least ninety (90) days prior to the intended beginning of such leave. All requests for returning from the leaves mentioned must be received by the Board of Education no less than ninety (90) days prior to the intended date of return when known by the teacher that far in advance. All requests mentioned above for leaves of absence must contain an expected beginning date and an expected return date.
- I. The Board may request medical verification of an employee's disability or of his/her ability to return to work.

### **ARTICLE 14 – Academic Freedom**

The principle of academic freedom is recognized within the bounds of ethical, moral and socially acceptable standards.

### **ARTICLE 15 – Teacher Evaluation and Progress**

- A. The Teacher and administrator shall meet in person to discuss the contents of the formal observation and final evaluation. In the event that a teacher feels his/her evaluation was incomplete or unjust, the teacher may put any objections in writing within fifteen (15) working days of receipt of the observation or evaluation and these objections shall be attached to the evaluation report to be placed in the teacher's personnel file.
- B. Each teacher shall have the right upon request to review the contents of his/her personnel file concerning his/her work at the Lake Fenton Community Schools. A representative of the Association may be requested to accompany the teacher in such review. If the teacher is asked to sign material to be placed in his/her personnel file, such signature shall not be interpreted to mean agreement with the content of the material. Nothing contained in the teacher's file shall be used against a teacher without the prior knowledge of the teacher.

### **ARTICLE 16 – Professional Behavior**

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representative which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety.
- B. The Local 10/MEA/NEA, Lake Fenton Unit recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance or other violations of the Ethical Code by a teacher reflect adversely on the teaching profession and create undesirable conditions in the school building. Breaches by any member may be considered unprofessional behavior and shall constitute good cause as required in the Tenure Act.
- C. A teacher shall at any time be entitled to request the presence of a representative of the Local 10/MEA/NEA, Lake Fenton Unit when she/he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance by a member of the Administration. When a request for such representation is made, no further action shall be taken with respect to the teacher until such representative of the Association is present. Such representative shall meet with the respective parties as soon as her/his teaching duties allow her/him to be present.
- D. If the administration places false information in a teacher's personnel file, the automatic remedy is expungement.

## **ARTICLE 17 – Professional Improvements**

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, and a participation in community educational programs.
- B. The Board policy on conference attendance will be:

### Submission of Request:

1. Request must be made in writing and submitted to the Principal a reasonable number of days prior to the conference.
2. Any request not covered in these policies shall be submitted to the Board of Education.

### Regulations:

1. Two or more teachers may attend from a department at the same time on a school day at the Principal's discretion and providing adequate substitutes are available. However, other teachers from the department may attend on non-school days upon prior approval of the Principal.
2. No more than three (3) school days may be taken for any one conference.
3. The Principal shall be responsible for a fair rotation of teachers who will attend in succeeding years.
4. All conferences will be subject to approval by the Principal.
5. Teachers/Coaches shall be notified at the time of Principal approval that a report is required. The Principal will notify the teacher of approval or denial of request within four (4) work days whenever feasible.
6. All such reports shall be made available for teachers' use through the Principal's office.

### Allowances:

1. All necessary expenses for meals, travel, lodging, and registration at approved conferences may be paid by the Board.
  - a. It is recommended by the Board that, whenever possible, transportation and lodging expenses be shared with others attending the conference.
  - b. Mileage at the currently approved rate shall be paid to the site of the conference and return.

- c. The cost of meals, enroute and during the conference, shall be allowed to a maximum of \$22.00 per day.
  - d. No more than three (3) nights of lodging shall be allowed.
- 2. A maximum of one hundred (\$100.00) dollars per coach per school will be allowed to be used for coaches to attend conferences or clinics in their coaching fields. Coaches coaching more than one sport will be allowed up to \$200 a school year.
- 3. When registration fees or mileage are known far enough in advance, a check will be given to the teacher to take with him/her to the conference. Provided all other requirements are met, all other expenses will be reimbursed within two (2) weeks following the next regular Board meeting.
- C. At the request of the Local 10/MEA/NEA, Lake Fenton Unit, or on the Board's initiatory, arrangements may be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All teachers desiring to attend may be allowed to do so.
- D. Leaves of absence with pay not chargeable against the teacher's allowance may be granted for visitations at other schools, and/or for attending conferences or conventions.
- E. Each teacher, at the discretion of the Board, may have up to three (3) days to be used for the teacher's professional improvement. The teacher planning to use a professional business day shall notify her/his Principal at least one week in advance of her/his absence. Professional business days shall be used for the purpose of: a) Visitation to view other instructional techniques or programs; b) Conferences, workshops, or seminars conducted by college or universities. The teacher may be requested to file a written report within one week of her/his attendance at such visitation, conferences, workshops or seminars.

#### **ARTICLE 18 – Reduction in Personnel, Annexations & Consolidations of Districts**

- A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.
- B. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued employment of its employees in such consolidated district.
- C. An annual seniority list will be given to the Local 10/MEA/NEA, Lake Fenton Unit before the end of the first marking period.
- D. Seniority will be defined as non-terminated teaching experience in the Lake Fenton School District from the last date of hire.



1. Effective September 1977, last date of hire will be that date upon which teacher begins her/his work.
  2. Effective September, 1983, teachers teaching less than full time, on a voluntary basis, will be granted seniority on a pro-rata basis.
  3. Seniority shall accrue during any involuntary layoff.
  4. Leaves of absence shall not be considered as terminations; however, seniority shall not accrue during said leaves unless so specified.
  5. Administrators will be granted teaching seniority only after serving a minimum of six (6) years in the Lake Fenton School District and such seniority shall go back to last date of hire. Any administrator hired after July 1, 1991 will not be allowed to accrue teaching seniority.
  6. Any teacher who shall be transferred to an administrative or executive position and shall later return to a teacher status shall be entitled to such rights as though she/he had taught during that time. After July 1, 1991 teacher transferring to administrative positions will have their seniority frozen.
- E. Teachers shall be recalled in accordance with the Board's recall policy.
- F. All earned rights and benefits held at the time of layoff shall be reinstated at time of recall.
- G. Laid off teachers may elect to continue health insurance payments by paying the premiums directly to the school, subject to approval by the carrier.

### **ARTICLE 19 – Strike Prohibition**

The Local 10/MEA/NEA, Lake Fenton Unit and its members agree that they will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike and/or withholding of services. Violation of this Article by any teacher or group of teachers may constitute cause for disciplinary action up to and including discharge.

### **ARTICLE 20 – Student Discipline and Protection**

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. Whenever it appears that a particular pupil requires the attention of a special counselor, social worker, law enforcement personnel, physician or other professional persons, the Board will take reasonable steps to assist the teacher in responsibilities with respect to such pupil.
- C. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized

that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics.

- D. A teacher may exclude a pupil for one class period when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the Principal, as promptly as her/his teaching obligations will allow, full particulars of the incident in writing. The teacher will be notified as soon as possible as to the action being taken.
- E. Suspension of students from school may be imposed only by a Principal or her/his designated representative. School authorities will endeavor to achieve correction of student behavior through counseling and interviews with the child and her/his parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted.
- F. Corporal punishment or physical contact by a teacher may not exceed the confines of the law.
- G. Any cause of assault upon a teacher in connection with a school related activity shall be promptly reported to the Board or its designated representative. The Board may provide legal counsel to advise the teacher of her/his rights and obligations with respect to such assault and shall render all reasonable assistance to enforcement and judicial authorities. The Board shall be under no obligation should it be determined that the teacher was the instigator or aggressor, or that the teacher was not acting within the rules and regulations of the Board of Education.
- H. A written statement by the Board regarding the illegality of corporal punishment of students shall publicized be to all teachers no later than the first week of each school year.
- I. Time lost by a teacher in connection with any incident mentioned in this Article, not commensable under the Workers' Compensation, shall not be charged against the teacher unless she/he is adjudged guilty by a court of competent jurisdiction.
- J. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention if deemed meritorious by the Administrator. In addition, any notice thereof included in the teacher's personnel file shall be identified by the person or persons making such complaint. If any question of breach of professional ethics is involved, the Local 10/MEA/NEA, Lake Fenton Unit shall be notified. No record of any complaint shall be kept if the teacher is not informed.
- K. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises so long as such loss comes about as a result of any recognized activity.
  - 1. Whenever the identity is known, the Board will use its best effort in a lawful manner to assist the teacher in collecting for damages but will have no other liability.

2. When the identity is unknown, the following shall apply:
  - a. Reimbursement shall be limited to replacement and/or repair at the option of the Board, less depreciation.
  - b. No individual clothing article claim may exceed \$200.00.
  - c. Any item valued over \$25.00 must have specific written permission of the building principal.
  - d. There is no teacher negligence involved.
  - e. Cash in any form is excluded.
  - f. The Board will not be responsible for anything under \$15.00.

Where protective clothing is provided, there will be no Board liability if the clothing provided is not worn.

- L. A written statement by the Board governing corporal punishment of students shall be publicized to all teachers no later than the first week of each school year.

#### **ARTICLE 21 – Negotiation Procedures**

- A. A review committee shall be established which shall consist of five (5) members representing the Board and the Administration. The meetings shall be held at least once each month, if necessary, for the purpose of reviewing the Administration of the contract, and to resolve any problems that may arise. These meetings are not intended to bypass the grievance procedure.

Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be written and subject to ratification by the Board and the Local 10/MEA/NEA, Lake Fenton Unit.

- B. Between March 1st and March 15th, the parties shall initiate negotiations for the purpose of entering into a successor Agreement for the forthcoming year.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Local 10/MEA/NEA, Lake Fenton Unit and Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, and consider proposals.
- D. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties.
- E. In the event that the Board of Education requests a negotiating session or a meeting involving a professional grievance during the school day, any teacher participating in said meeting shall be relieved of duty without loss of pay during this meeting.

## **ARTICLE 22 – Instructional Policies Council**

- A. There is hereby established an Instructional Policies Council consisting of four (4) teachers appointed by the Association, two (2) Board of Education members, and two (2) Administrators. There will also be two (2) parents and two (2) students mutually agreed upon by the Board of Education and the Association. If mutual agreement cannot be reached, then the Board of Education and the Association will each appoint one (1) parent and one (1) student. Parent and student representatives will serve in an advisory role.
- B. The Council shall meet within the first two weeks of September to establish the meeting days and time for the year.
- C. The Chair of the Council shall be appointed by the Council.
- D. An agenda shall be prepared prior to each Council meeting.
- E. The Council shall advise the Board on:
  - 1. Matters of education policy.
  - 2. The In-Service Program for teachers.
  - 3. The review of curricular programs and making recommendations for modifications.
  - 4. The development and coordination of innovative educational programs.

## **ARTICLE 23 – Changing a Grade**

No student's grade will be changed without the approval of the teacher who assigned the grade at the end of the semester. If the teacher does not concur with the request for the grade change, the principal may convene a review panel consisting of three (3) members, other than the teacher involved, of the local Education Association, a Board of Education member, and an administrator. The Panel will review the request and the teacher's reasons for nonconcurrence and reach a decision.

The student and his/her parents are to be invited to the meeting of the Review Panel and are to be provided an opportunity to make a written or oral presentation to the Panel.

If the Review Panel's decision is that the grade be changed, the teacher may within thirty (30) days, appeal the decision to the Board of Education. If the decision of the Panel is that the grade should not be changed, the student and/or his/her parents may appeal, within thirty (30) days to the Board. The Board shall review the reasons for and against changing the grade in a closed session of the Board, unless an open session is requested by the parent, and either approve or disapprove the Review Panel's decision. Its decision shall be made in open session and will be final.

The final decision is to be communicated to the student and his/her parents and, if the grade is changed, it will be noted in the student's record that the change was made by a decision of the Review Panel.

## **ARTICLE 24 – Grievance Procedure**

### **A. Definitions:**

1. Local 10/MEA/NEA, Lake Fenton Unit, any teacher, group of teachers, or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of the Agreement or any existing rule, order or regulation of the Board or any other provisions of law relating to wages, hours, terms, or conditions of employment, may file a written grievance with the Board. The Board hereby designates as its representative for the receipt of such grievances the Superintendent or Designee.
2. As used in this Article, the term "teacher" may mean a group of teachers having the same grievance.
3. The term "days" when used in this Article will mean calendar days but will not include holidays and vacation days.

### **B. Purpose:**

The purpose of the following grievance procedure shall be to settle equitably, at the lowest possible administrative level, issues which arise from time to time with respect to specific claims of improper application or interpretation of the terms of this Agreement.

### **C. Structure:**

1. Nothing herein contained shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted, without the intervention of the Local 10/MEA/NEA, Lake Fenton Unit, if the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment.
2. Any teacher may be represented at the first and second level of this procedure by a representative of the Local 10/MEA/NEA, Lake Fenton Unit. If the representative at the second level is not a member of the bargaining unit, the Superintendent will receive prior notice that such a representative will be present at any second level meeting.

### **D. Procedure:**

1. Level One: A teacher with a grievance must initiate this procedure within ten (10) calendar days of the violation, misinterpretation or misapplication, or within ten (10) calendar days of the discovery thereof. She/he may use one of the following ways:
  - a. She/he may approach her/his immediate supervisor and discuss the matter in her/his own behalf, or

- b. She/he may request that a Local 10/MEA/NEA, Lake Fenton Unit representative accompany her/him in approaching her/his immediate supervisor.

The informal discussion at Level One must be completed within five calendar days.

If, as a result of the informal discussion with the immediate supervisor or building principal, a grievance still exists, the grievant may invoke the formal grievance procedure by filing the Grievance Report Form with the Principal within five (5) calendar days of the completion of the informal discussion at Level One.

Within five (5) days of receipt of the said written grievance, the Principal shall reduce her/his decision to writing.

2. Level Two: In the event the grievance is not satisfactorily resolved at Level One, notice of intent to proceed to Level Two shall be given to the Superintendent within ten (10) days of receipt of the written decision at Level One.

If the Local 10/MEA/NEA, Lake Fenton Unit gives notice that it desires to proceed with the grievance, a meeting shall be held between a representative of the Local 10/MEA/NEA, Lake Fenton Unit and the Superintendent within five (5) days of receipt of notification that the grievance is being pursued.

A written answer shall be returned to the Local 10/MEA/NEA, Lake Fenton Unit within ten (10) calendar days of said meeting.

3. Level Three: In the event the grievance is not satisfactorily resolved at Level Two, or if no decision has been rendered at Level Two, within the time limits, the Local 10/MEA/NEA, Lake Fenton Unit may appeal the grievance to Level Three by sending written notification to the president of the Board of Education, with a copy to the Superintendent, within ten (10) days of the answer from Level Two, or within the ten (10) days of when said answer should have been given. At the Level Three hearing the School District will be represented by the Board of Education's negotiating team and up to, but not to exceed, three (3) members of the Board of Education and/or a representative designated by the Board of Education.

The Level Three hearing shall be held within thirty (30) days of receipt of the request for the hearing, unless mutually agreed to extend in writing beyond the thirty (30) days. At this hearing all evidence, testimony and witnesses which either party intends to use in the event that the grievance goes beyond this Level, must be presented. The Board shall have fourteen (14) days after the hearing in which to render its answer.

4. Level Four: If the Local 10/MEA/NEA, Lake Fenton Unit is not satisfied with the disposition of Level Three, the Local 10/MEA/NEA, Lake Fenton Unit may within thirty (30) calendar days of receipt of the Level Three decision request that the matter be submitted to arbitration.

The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within five (5) days after notice is given, she/he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. The arbitrator shall have no power to alter, add to or subtract from this Agreement. The arbitrator shall render her/his decision in writing and shall set forth her/his findings and conclusions on the issues submitted. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

Only one grievance at a time may be taken to a particular arbitrator unless the parties mutually agree to more.

Neither party shall be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.

The expenses of the arbitrator under this article shall be divided equally between the Board and the Local 10/MEA/NEA, Lake Fenton Unit.

E. Miscellaneous:

1. The grievance discussed and the decision rendered at Level One may be placed in writing upon request of either party. Written decisions rendered at all levels shall be immediately transmitted to the Local 10/MEA/NEA, Lake Fenton Unit, the grievant and the Board.
2. Any grievance not appealed within the time limits set forth above shall be considered settled on the basis of the last decision.  
  
If an answer to the grievance is not received within the time limits set forth above, it may automatically be appealed to the next level.
3. No grievance shall be filed by any teacher after the effective date of her/his resignation.
4. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
5. If a grievance arises from an action of authority higher than the Principal, the Association may present such grievance at Level Two of the grievance procedure.
6. The Local 10/MEA/NEA, Lake Fenton Unit shall be given access to all pertinent information and records necessary to the determination and processing of the grievance.
7. The termination of, or failure to re-employ any probationary teacher may not be pursued to Level Four of the grievance procedure.
8. Past practice of the parties can be relevant evidence but may not be used as the sole justification of the decision of the arbitrator.

9. The arbitrator may not, in effect, grant to either party that which it was unable to secure during collective bargaining negotiations.

### **ARTICLE 25 – Insurance Protection**

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection.

- A. The Board will provide MESSA Negotiated Term Life Insurance protection in the amount of \$45,000 for members enrolled in a MESSA health care plan and \$50,000 for members not enrolled, payable to the teachers designated beneficiary. The insurance will include accidental death and dismemberment (AD&D) and waiver of premium.
- B. The board will provide health insurance, except as provided below:
  - 1 a) Effective July 1, 2012 the insurance coverage shall be MESSA Choices II. Choices II medical descriptions shall be: \$500/\$1000 deductible, OV of \$5, UC of \$10, ER of \$25 and Saver Rx.
  - b) There shall be an open enrollment period in November of 2012. During this open enrollment members may opt to change their insurance to the MESSA ABC Plan 1 Effective January 1, 2013. The MESSA ABC Plan 1 shall maintain the medical description: \$1250/\$2500 deductible and Saver Rx. Members selecting the ABC (HSA) Plan must follow IRS limits, rules and may be subject to liabilities if applicable.
  - c) All cost under the cap amount shall be applied towards the HSA deductible.
  - d) Membership section 125 medical deductions apply for PAK rates; the Board shall maintain PAK benefits through MESSA.
  - e) All members will have their section 125 medical deductions apply evenly through 21 pays starting with the first pay of the teacher's school year.
2. The School Board shall pay all applicable premium costs, for two persons, full family, employee and dependent, or single subscriber coverage, under the applicable insurance plans up to the amount allowable as prescribed in PA152. The employee shall have the amount of the premium in excess of the allowable amount deducted from their paycheck through the Board's cafeteria plan. Members selecting two person and full family shall pay their section 125 medical deductions as a group. Sharing cost applies only to premium contributions and does not apply towards deductibles. Single members will pay their rates separately.
3. Disputes regarding benefit coverage under either plan shall be resolved by the insurance carrier involved.
4. The School Board shall not be liable to pay for any increased costs caused by the insurance carrier's unilateral addition of new or increased benefits to the applicable insurance plan after July 1 of each year.
5. Teachers electing not to receive health insurance shall be allowed a cash in lieu option for the health care premium. The amount of the cash in lieu option per month shall be based



on the number of individuals opting to not take the health care. The following table shall be used on September 1 of each year to determine the cash in lieu amount per month: 0-15 members \$400, 16-20 members \$430, 21-25 members \$460 and over 25 members \$500.

The employee will be responsible for all applicable taxes (federal, state, local and FICA) and the Board will be responsible for employer FICA.

All cost relating to the implementation and administration of benefits under this program shall be borne by the employer.

C. The Board shall provide Long Term Disability insurance with benefits payable upon the 91st calendar day after the commencement of illness or disability or the exhaustion of sick leave, whichever is the latter. Said program shall include the following conditions:

- 70% to a maximum of \$3000 per month
- pre-existing conditions waiver
- social security freeze
- mental nervous treated as any other illness or disability
- alcoholism drug addiction treated as any other illness or disability
- 5 year own occupation clause
- COLA adjustment (3% yearly maximum)
- benefits payable to age 65 or termination of illness or disability

The above shall be the total specifications that the Board must meet in providing this program.

This change is subject to the terms and conditions of the carrier relative to implementation of changes and dates.

D. The Board will provide MESSA Delta Dental Plan 80/80/80/80/: \$1300 maximum with the Delta Preferred Option (DPO) Point of Service (POS) dental plan. Internal and external coordination of benefits (COB) will be included.

E. The Board shall provide MESSA Vision Service Plan 2 benefits to eligible teachers and their dependents. Coverage will be VSP 3+ or comparable.

F. Teachers teaching 1/2 time or more shall receive pro-rated fringe benefits; teachers teaching 1/2 time will be offered 1/2 the fringe benefits; teachers teaching less than 1/2 time will not be eligible for any fringe benefits.

The effective date for coverage on new employees shall be as soon after initial date of employment as is allowed by the carrier. Teachers who complete their contract shall receive fringe benefit coverage for a full twelve months, beginning with September 1 of each year. If an employee terminates her/his employment, her/his subsidy shall terminate on the first of the month following. In instances where cost of coverage exceeds amount of subsidy, the Board shall make provisions for the excess to be payroll deductible.

The Board shall permit enrollment in the insurance program during the open enrollment periods of the insurance companies. Changes in carrier and/or coverage shall be effective as

soon as possible following the signature date of the application, subject only to the limitations of the school's carrier. The Board will not be liable for double coverage.

- G. Article 25 of the Master Agreement may be reopened between March and June during the first year of the contract at the discretion of either party. This reopener clause is exclusive to Article 25.

### **ARTICLE 26 – Charter/Academy School**

Upon application to or by Lake Fenton Schools to form a charter/academy school within the district, notification will be provided to the Lake Fenton Education Association in order to negotiate the impact, subject to state rules and regulations.

### **ARTICLE 27 – Miscellaneous Provisions**

- A. No Polygraph or Lie Detector shall be used by the Board in the investigation of any teacher.
- B. This Agreement supersedes and cancels all previous Agreements, verbal or written, or based on alleged past practices between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding on either party unless executed in writing by the parties hereto.
- C. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms.
- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and consistent except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. Copies for this Agreement shall be printed at the mutual expense of the Board and the Local 10/MEA/NEA, Lake Fenton Unit in booklet form and presented to all teachers now employed and hereafter employed.
- G. All teachers covered by this Agreement who participate in the production of tapes, publications, or other produced educational material shall share to the extent of their participation in residual rights should they be copyrighted or sold by the district.

- H. All LFEA teachers as of January 1, 2006 will have the cost of fingerprinting provided by the Board. The Board will reserve the time and place. All teachers hired after the date above or cannot attend, will be responsible for the cost of fingerprinting.
- I. Open house dates will be determined by the LFEA and Administration through a negotiated calendar.
- J. MEA Financial services is the 403(b) third party administrator for the EA membership.
- K. The district shall establish a Flexible Spending Account beginning with the 2011-12 school year and pay for the administration of this account.
- L. Pursuant to the Local Government and School District Fiscal Accountability Act, being Public Act 4 of 2011, and emergency manager may be appointed to the district if the district is considered to be in financial stress for a reason delineated in Section 13(3) of Public Act 4 of 2011. If an emergency manager is appointed to the district, that emergency manager shall have the authority to reject, modify, or terminate this CBA. An emergency manager's decision to reject, modify or reject terminate this agreement is a prohibited subject of bargaining. This provision in the contract was placed here due to changes in sections of PERA and was not negotiated by the Board and the LFEA.

### DURATION OF AGREEMENT

This Agreement shall be for two (2) years from July 1, 2012 to June 30, 2014. There may be a reopener from March to June in the first year for Article 25, Insurance. The anniversary date of this Agreement shall be July 1 of each year.

For the Association

Vicent M. Cicolo  
Jennifer Reinfelder  
Jennifer Williams  
J.M. Krige  
\_\_\_\_\_  
\_\_\_\_\_

For the Board

Robert Trubbs pres  
\_\_\_\_\_  
Alberta B. Martin  
Dylan P. Knutt  
\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE A – Salary Schedule**  
2012-2013

Freeze salary schedule. This includes any horizontal or vertical moves for 2012-13. Each teacher not receiving longevity shall receive a stipend in the amount of \$800 which shall be paid \$400 on the last pay in January and \$400 on the last pay period in May.

<b>Step</b>	<b>BA</b>	<b>BA+18</b>	<b>BA+30/ MA</b>	<b>MA+15</b>	<b>MA+40</b>	<b>(*)Ed. Spec. or Ph.D.</b>
1	38,695	40,707	42,824	45,051	47,394	49,858
2	40,707	42,824	45,051	47,394	49,858	52,452
3	42,824	45,051	47,394	49,858	52,452	55,179
4	45,051	47,394	49,858	52,452	55,179	58,047
5	47,394	49,858	52,452	55,179	58,047	61,066
6	49,858	52,452	55,179	58,047	61,066	64,242
7	52,452	55,179	58,047	61,066	64,242	67,582
8	55,179	58,047	61,066	64,242	67,582	71,096
9	58,047	61,066	64,242	67,582	71,096	74,793
10	61,066	64,242	67,582	71,096	74,793	78,683
11	64,242	67,582	71,096	74,793	78,683	82,774

(\*)Eligibility for the PhD/Ed Spec step is available for current employees presenting documentation by June 30, 2011. Employee is interpreted to include new hires, current employees, and recalled employees.

**SCHEDULE A**  
**Salary Schedule**  
 2013-2014

<b>Step</b>	<b>BA</b>	<b>BA+18</b>	<b>BA+30/ MA</b>	<b>MA+15</b>	<b>MA+40</b>	<b>(*)Ed. Spec. or Ph.D.</b>
1	39,082	41,073	43,167	45,366	47,678	50,107
2	41,114	43,209	45,411	47,726	50,157	52,714
3	43,252	45,456	47,773	50,207	52,767	55,455
4	45,456	47,773	50,207	52,767	55,455	58,279
5	47,821	50,257	52,819	55,510	58,337	61,310
6	50,307	52,872	55,565	58,395	61,371	64,499
7	52,872	55,565	58,395	61,371	64,499	67,785
8	55,620	58,453	61,432	64,563	67,852	71,309
9	58,511	61,493	64,627	67,920	71,380	75,017
10	61,493	64,627	67,920	71,380	75,017	78,840
11	64,692	67,987	71,451	75,092	78,919	82,940

(\*)Eligibility for the PhD/Ed Spec step is available for current employees presenting documentation by June 30, 2011. Employee is interpreted to include new hires, current employees, and recalled employees.

**SCHEDULE A**  
(continued)

- A. The Superintendent may use her/his discretion in allowing outside experience when hiring new teachers.

Teaching a half year or more full time shall be credited as full year's teaching experience. Teaching less than a half year shall receive no credit.

- B. Upon submitting evidence of having qualified for advancement on the salary schedule by reasons of graduate credits beyond the Bachelor's degree, a teacher shall be advanced on the salary schedule at the beginning of a school year if the teacher submits verification of completion of credits no later than October 1, and at the beginning of the second semester if the teacher submits verification of completion of credits no later than February 15. For the 2012-13 school year the teachers shall remain on the same step and same degree level as they did in 2011-12 school year. They shall advance on the salary schedule and move in the degree column in 2013-14.

To advance to the MA+15 schedule, graduate hours must be earned after the Master's Degree is completed, or, the following criteria must be met:

1. Hours must be taken no less than four (4) years before application for MA+15, and
2. Hours must be within the teacher's current certification.

The advance to MA+40/Ed. Spec. must be earned after the MA+15 is completed, or, the following criteria must be met:

1. Hours must be taken within 6 years before application for MA+40, and
2. Hours must be within the teachers' current certification.

- C. The contractual year shall begin July 1 of each year.

- D. Substitute Pay Rate:

Teachers substituting during the school day will be paid the following rates:

1. \$24.45 per-period during the 2012-2013 school year.
2. \$24.45 per-period during the 2013-2014 school year.

NOTE: Lunch room duty and gym duty are addressed under Schedule B but are **NOT** Schedule B positions and are paid on the hourly sub rates as listed above.

Full day substitute teachers shall receive \$77 per day.

Substitutes who teach ten (10) consecutive days in the same assignment, shall receive \$87.50 per day. On the 61<sup>st</sup> day, in the same assignment, the substitute teacher shall be placed on the appropriate step on the salary schedule for all future days in that assignment.

- E. Driver Education instructors shall be paid at the curriculum rate for both classroom and behind the wheel instruction, unless taught as a regular school day subject in which case the salary schedule will be followed.

Instructional policy for classroom and behind-the-wheel training shall be in compliance with existing state laws. Driver training automobiles shall be air conditioned. If Driver Education is taught in conjunction with other school districts, Lake Fenton driver education instructors will be paid the rate of the highest paying school district.

- F. Computation of the teacher's daily wage will be based on current year's teacher duty days being divided into the salary of the teacher.

- G. Any teacher voluntarily working during her/his assigned preparation period on a regular teaching basis shall be paid an additional one-sixth of her/his salary. If there are teachers working on their prep which equals more than half of an FTE in a content area, the district will hire additional staff to relieve the overload. Voluntary preparation period assignments shall be offered on a rotating basis beginning with the highest seniority teacher based upon the following and in the order listed 1) certification, 2) NCLB qualifications, 3) level of education. In the event of a tie, the Superintendent shall make the final decision. Any teacher not interested in a voluntary preparation period assignment may submit a letter to the Principal prior to April 1<sup>st</sup> of the previous school year.

- H. Part-time teachers shall be compensated on a pro-rata basis (salary and benefits) to reflect the fraction of a full-time position for which they are employed. All portions of the teacher day shall be similarly pro-rated per part-time teachers. Formula: # of contact minutes per full week divided by # of contact minutes for full time teacher for full week. Teacher working less than half time will not be eligible for any fringe benefits.

- I. Teachers' salaries are to be divided into 21/22 equal pays using the following schedule. It is intended that checks be cashable the last school day prior to schedule vacations or holiday breaks. As an option teachers may select to have their salary divided into 26/27 equal pays.

The 22/27 equal pay may replace the 21/26 equal pay, and may only be used with mutual agreement of the Superintendent and the LFEA President.

Pays will commence with August 31, 2012 and follow every two weeks.

Pays will commence with August 30, 2013 and follow every two weeks.

- J. The Board shall pay the teacher's contribution to the Michigan Teachers Retirement Fund, as mandated by statute.



K. Any teacher working days in addition to days listed on Schedule D will be paid a daily rate according to the formula in Section F above. This does not include Schedule B positions.

L. Summer School and Curriculum Development

1. Credit classes - Curriculum rate.

2. Non-Credit classes and curriculum development work will be paid at the curriculum rate.

If there are 16 or more students in a subject area, two (2) classes will be offered, and if there are 28 students or more, three (3) classes will be held.

M. Teachers may earn unlimited comp time but may use only four (4) days in one (1) school year. Application for comp time must be made in writing and approved by the building principal. The request must be made three (3) days in advance of the date requested, except in case of an emergency. Teachers may use comp time adjacent to holiday and vacation time with the building administrator's authorization. Teachers may not use comp time on a Professional Development day. Habitual use will be used to deny authorization. A maximum of two (2) days may be carried over to the next school year, and the balance will be compensated according to current sub rate.

N. Sick Day Payout

Retiring teachers will receive  $66 \frac{2}{3}\%$  ( $\frac{2}{3}$ ) of the amount paid for daily substitutes for each of their accumulated sick days. Teachers may elect to defer this pay until the January following their retirement.

O. Life Insurance

The board shall provide, without cost to the teacher, MESSA Negotiated Term Life Insurance protection into retirement in the amount of \$50,000 until the teacher reaches age 65. Eligibility for this section applies to current employees, and previous retirees documented at the end of the 2011-12 school year. At the time of retirement, employees electing not to receive life insurance may elect a one-time cash in lieu option. This will be calculated by using the daily sub rate multiplied by the number of years until the employee reaches the age of 65. (e.g. retirement age 55 results in  $(65-55 = 10 \times \$77 = \$770)$ ).

P. Longevity Pay

Longevity shall be paid as follows: 12-18 years of continuous years of service at Lake Fenton to receive 2% of Step 1 on the Masters column; 19 years and over to receive 3% of Step 1 on the Masters column. This longevity payment will be made at the end of the school year. Longevity will be calculated according to years of service to the district.

- Q. The parties mutually agree that, under certain circumstances, teachers shall be paid for extra work which is done outside the regular school day or year and which is not covered in Schedule D as bargained.

This pay shall be in addition to any regular payment, salary benefit, or extra-curricular pay addressed in the Master Agreement.

Curriculum Development when no student supervision or instruction is involved will be compensated pursuant to Schedule A. If meals are not provided, a stipend pursuant to Article 17, Paragraph B will be provided. A minimum of two hours work must occur in each instance.

Compensation for attendance at other meeting/activities must have prior approval by the Superintendent. Copies of approval/disapproval will be sent to the Association President.

Exclusions to this policy are:

1. I.P.C. participation
2. Department meetings
3. Faculty meetings
4. All conferences during the school year

The building principal and the participant are responsible for documentation on such participation. The documentation will include:

1. Purpose of the meeting or work date of occurrence
2. Time started - time finished
3. Signature of principal and participant

For summer attendance at Board approved training or conferences, the Board agrees to pay registration cost, mileage and meal expenses incurred, and a stipend equal to that of the current daily substitute rate.

It is expressly understood that all participation in either of the above instances is at the teacher's discretion.

- R. It is agreed that it may be necessary to provide Extended Learning Opportunities for students. The teachers shall be compensated for providing these opportunities according to the following:

1. After school tutoring – curriculum rate
2. Saturday tutoring during the school year – curriculum rate
3. Summer school classes – curriculum rate.

4. One hour of prep time per day for summer school – curriculum rate
- S. It is agreed that should the administration request, per Superintendent's approval, that a teacher successfully complete an undergraduate class to be certified and/or qualified to teach a specific course, the cost of said class shall be reimbursed to the teacher.
- T. Any teacher, with a minimum of ten (10) years as a teacher in the Lake Fenton Community School District, intending to resign effective July 1 of the following year, must submit a resignation letter prior to November 1 of the present school year to be eligible to receive a resignation stipend of One Thousand Five Hundred Dollars (\$1,500.00). If the resignation letter is submitted after November 1 of the present school year but before the end of the first semester, the teacher shall be eligible for the resignation stipend of One Thousand Dollars (\$1,000.00). If the resignation letter is submitted after the end of the first semester, but before March 1, the teacher shall be eligible for the resignation stipend of Five Hundred Dollars (\$500.00). This stipend shall be included in the last payroll of April
- U. Lowest increment of time for wage purposes is fifteen (15) minutes.
- V. Any teacher doing full time administrative duties for (5) consecutive days or more, will be paid in addition to his/her salary, the daily sub rate. Full time will be defined as a teacher performing administrative duties in lieu of his/her regular assignment.

**SCHEDULE B – Extra Duty Pay**

All positions shall be paid according to the percents below and on the accompanying chart. Experience in Lake Fenton or outside experience is acceptable in determining salary in each category.

Academic Positions

*A class sponsor who wants to follow a class that they have previously sponsored shall be given preference.*

<b><u>Class Sponsors</u></b>	<b><u>%</u></b>	<b><u>Miscellaneous Categories</u></b>	<b><u>%</u></b>
Senior Class	5.0	Yearbook Advisor High School	6.5
Junior Class	4.0	Yearbook Advisor Middle School	5.0
Sophomore Class	3.5	Forensics Sponsor	4.0
Freshman Class	3.0	<i>One person cannot fill more than one position.</i>	
8th Grade	3.0	Plays (per play) - Director	4.0
		Plays (per play) - Technical	
7th Grade	3.0	Director	3.0
6th Grade	2.0	Choreographer	2.5
Combined 7th & 8th	5.0	Orchestral	2.5
<b><u>Curriculum Coordinators</u></b>	<b><u>%</u></b>	SADD Sponsor	3.0
Grades K-2, 3-5, 6-8, 9-12		TV Coordinator	4.0
Language Arts; Math; Science; Social Studies, Other		Student Council	4.0
<i>Number of Sections in Department</i>		National Honor Society	4.0
8-18	4.0	Choral Director	6.5
9-32	5.5	Band Director	10.5
33 or more	7.0	Elementary/Middle School Newspaper	2.5
Mentor Stipends Per Mentee		Quiz Bowl High School	4.0
Year 1 of Mentee	\$300	Quiz Bowl Middle School	3.0
Year 2 of Mentee	\$200	Chess Club Middle School	3.0
Year 3 of Mentee	\$100	Drama Club Middle School	3.0
Year 4 if needed	\$100	Debate High School	4.0
		Debate Middle School	3.0
<b><u>District Web Page Design</u></b>	<b><u>%</u></b>	NCA Building Coordinators	3.0
Coordinator	6.0	Building Technology Rep (BTR)	3.0
<b><u>Curriculum Supervisor</u></b>		Robotics Team Coach	4.0

10% plus one week's extra pay for work done before the school year starts, and one week's pay for work done after the school year is finished.  
1 Hour of Release Time.

## Sports Positions

<b><u>Athletic Director</u></b>		<b><u>Wrestling</u></b>	<b><u>%</u></b>
10% plus one week's extra pay for work done before the school year starts.		Varsity	10.5
Release Time:		Assistant	7.0
1-10 Teams		Middle School	5.0
11-20 Teams		<b><u>Hockey</u></b>	<b><u>%</u></b>
21 or Over		Varsity	10.5
No Release Time:		<b><u>Cross Country</u></b>	<b><u>%</u></b>
1 Hour Release Time Per Day		Varsity	9.0
2 Hours Release Time Per Day		Varsity Assistant	7.0
		<b><u>Track Boys/Girls</u></b>	<b><u>%</u></b>
<b><u>Football</u></b>	<b><u>%</u></b>	Varsity	9.0
Boys Varsity	10.5	Assistant	7.0
Boys Varsity Assistant	8.0	Middle School Head	5.0
Boys Junior Varsity	8.0	Middle School Assistant	4.0
Boys Junior Varsity Assistant	7.0	<b><u>Soccer</u></b>	<b><u>%</u></b>
Boys Freshman	7.0	Varsity	9.0
Boys Freshman Assistant	6.5	Junior Varsity	7.0
Boys/Girls Middle School Head	5.0	<b><u>Volleyball</u></b>	<b><u>%</u></b>
Heavyweight (120 lbs. and over)		Varsity	9.0
Boys/Girls Middle School Head	5.0	Junior Varsity	7.0
Lightweight (120 lbs. and less)		Freshman	6.5
Boys/Girls Middle School Assistant	4.0	8th Grade	5.0
<b><u>Basketball Boys/Girls</u></b>	<b><u>%</u></b>	7th Grade	5.0
Varsity	10.5	<b><u>Golf</u></b>	<b><u>%</u></b>
Junior Varsity	8.0	Varsity	7.0
Freshman	7.0	Junior Varsity	6.0
8th Grade	5.0	<b><u>Cheerleading</u></b>	<b><u>%</u></b>
7th Grade	5.0	Coach I (per season)	6.0
<b><u>Baseball/Softball</u></b>	<b><u>%</u></b>	Coach II (per season)	6.0
Varsity	9.0	8th Grade (per season)	3.0
Junior Varsity	7.0	7th Grade (per season)	3.0
<b><u>Tennis Team Coach</u></b>	<b><u>%</u></b>		
Varsity	9.0		

Any new positions added will be negotiated for rate of pay.

Lunch room duty and gym duty are paid on the hourly sub rates listed in Schedule A and are *not* Schedule B positions.

**SCHEDULE B**  
(continued)

NOTES:

- A. All categories listed under extra duty need not necessarily be scheduled if finances and numbers participating do not warrant including the activity in the program.
- B. Regular noon assignments shall be paid on the basis of hourly substitute wages pro-rated according to the time worked.
- C. Detention room assignments shall be paid on the basis of hourly substitute wages pro-rated according to the time worked.
- D. Sharing of one schedule B duty shall be divided by the number of persons equally.
- E. The 2012-2014 schedule B pay schedule applies for the duration of the contract.
- F. The bargaining unit members will work five (5) hours after school at the curriculum rate to analyze and assist administration to determine what must be done to improve curriculum and improve student achievement. This is a stipend to satisfy Senate Bill #981, Section 1250. If it is determined by a state or federal agency that this stipend does not satisfy the requirements of the law, this stipend will be eliminated and replaced with a stipend that does meet legal mandates. In order to be eligible to receive Performance Based Pay the teacher must achieve an overall evaluation rating of effective or highly effective.

**SCHEDULE B – Pay Scale**  
2012-2014

**BASE \$37,205**

<b>Yrs Exp →</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
2.0%	744.12	762.72	781.79	801.34	821.36	841.90	862.95	884.53	906.63	929.30
2.5%	930.15	953.40	977.23	1001.66	1026.71	1052.38	1078.69	1105.65	1133.30	1161.63
3.0%	1116.18	1144.09	1172.69	1202.00	1232.05	1262.86	1294.43	1326.79	1359.96	1393.95
3.5%	1302.21	1334.77	1368.13	1402.33	1437.40	1473.33	1510.16	1547.92	1586.61	1626.28
4.0%	1488.24	1525.44	1563.58	1602.67	1642.74	1683.81	1725.90	1769.04	1813.28	1858.61
4.5%	1674.27	1716.12	1759.03	1803.00	1848.08	1894.28	1941.64	1990.18	2039.93	2090.93
5.0%	1860.30	1906.81	1954.48	2003.34	2053.42	2104.76	2157.37	2211.31	2266.59	2323.26
5.5%	2046.33	2097.49	2149.92	2203.67	2258.76	2315.23	2373.12	2432.44	2493.26	2555.58
6.0%	2232.36	2288.17	2345.37	2404.01	2464.10	2525.71	2588.85	2653.57	2719.91	2787.91
6.5%	2418.39	2478.84	2540.82	2604.34	2669.45	2736.19	2804.59	2874.71	2946.57	3020.23
7.0%	2604.42	2669.53	2736.26	2804.67	2874.79	2946.66	3020.33	3095.83	3173.22	3252.56
8.0%	2976.48	3050.89	3127.16	3205.34	3285.47	3367.61	3451.80	3538.10	3626.55	3717.21
9.0%	3348.54	3432.25	3518.05	3606.01	3696.16	3788.57	3883.28	3980.36	4079.87	4181.86
10.0%	3720.60	3813.61	3908.95	4006.68	4106.84	4209.51	4314.75	4422.62	4533.18	4646.51
10.5%	3906.63	4004.29	4104.40	4207.01	4312.19	4419.98	4530.49	4643.75	4759.85	4878.84
11.0%	4092.65	4194.98	4299.85	4407.35	4517.52	4630.46	4746.22	4864.89	4986.50	5111.16

**SCHEDULE C**  
School Day

All full time secondary, middle school and elementary teachers will be scheduled as outlined in Article 5 for a total of 7 hours 25 minutes for student days. Non-student days will have 10 minutes less for teachers.

Within the above time frame or hours, teachers will use the non-student/teacher contact hours for purpose of preparation, duty free lunch, parent conferences and staff meetings. Time before student arrival and after student departure is professional teacher duty time.

Teachers will not be required to report before 7:15 a.m. unless split sessions are scheduled, in which case teachers will not be required to report before 6:45 a.m.

Teachers will not be required to work beyond 4:15 p.m. unless split sessions are scheduled, in which case teachers will not be required to work beyond 5:15 p.m.

As part of their professional responsibilities teachers will attend all meetings called by Administration for their entire length unless excused in advance by an administrator. Teachers will be given at least 24 hours advance notice, unless an emergency situation arises. If the structure of the school system is changed, the parties will meet to bargain necessary changes in this schedule.

The Flex Day

The teacher day will average 7 hours 25 minutes for student days as outlined in Article 5.

When a scheduled half day occurs on Wednesday (Flex Day), the start time for teachers and students will be the same as Monday, Tuesday, Thursday and Friday.

Parties will meet to bargain any changes in this schedule, should they become necessary.

2012-14 Student/Teacher Day

High School

Student Day (M T TH F): 7:30 a.m. – 2:30 p.m. Teacher Day: 7:25 a.m. – 2:50 p.m.  
Student Day (W): 8:30 a.m. – 2:30 p.m. Teacher Day: 7:25 a.m. – 2:50 p.m.  
Half Day: 7:30 a.m. – 10:50 a.m.

Middle School

Student Day (M T TH F): 7:20 a.m. – 2:20 p.m. Teacher Day: 7:15 a.m. – 2:40 p.m.  
Student Day (W): 8:20 a.m. – 2:20 p.m. Teacher Day: 7:15 a.m. – 2:40 p.m.  
Half Day: 7:20 a.m. – 10:40 a.m.

Torrey Hill

Student Day (M T TH F): 8:25 a.m. – 3:40 p.m. Teacher Day: 8:20 a.m. – 3:45 p.m.  
Student Day (W): 9:15 a.m. – 3:40 p.m. Teacher Day: 8:20 a.m. – 3:45 p.m.  
Half Day: 8:25 a.m. – 11:45 a.m.  
Note (M T TH F): One (1) 20 minute recess  
(W): One (1) 15 minute recess  
Half Day: No Recess



West Shore

Student Day (M T TH F):	8:35 a.m. – 3:50 p.m.	Teacher Day:	8:30 a.m. – 3:55 p.m.
Student Day (W):	9:25 a.m. – 3:50 p.m.	Teacher Day:	8:30 a.m. – 3:55 p.m.
Half Day:	8:35 a.m. – 11:55 a.m.		
Note (M T TH F):	One (1) 20 minute recess		
(W):	One (1) 15 minute recess		
Half Day:	No Recess		

**SCHEDULE D – School Calendar**  
2012-13

August 27 – Mon	New Teacher Orientation
August 28 – Tue	Teacher Work Day
August 29 – Wed	Professional Development
August 30 – Thu	Professional Development
August 31 – Fri	NO CLASSES K-12
September 3 – Mon	Labor Day Break
September 4 – Tue	Student Full Day
October 11 – Thu	Evening 6-12 PTC
October 12 – Fri	NO CLASSES - 6-12 PTC and K-5 PD
November 2 – Fri	End of 1 <sup>st</sup> Marking Period
November 6 – Tue	NO CLASSES – 6-12 PD and K-5 PTC
November 7 – Wed	Evening K-5 PTC
November 21 – Wed	1 <sup>st</sup> Trimester ends ½ day students and staff
November 22/23– Thu/Fri	Thanksgiving Break
December 24 – Mon	Winter Break Start
January 2 – Wed	Classes Resume
January 17 – Thur	1 <sup>st</sup> Semester ends – Evening 6-12 PTC
January 18 - Fri	NO CLASSES – K-5 Record Day 6-12 PTC
January 21 – Mon	NO CLASSES – MLK Holiday
January 22 – Tue	2 <sup>nd</sup> Semester Begins
February 15 – Fri	NO CLASSES – Professional Development
February 18 – Mon	Presidents’ Day Break
March 1 - Fri	2 <sup>nd</sup> Trimester ends
March 8 – Fri	NO CLASSES - Professional Development
March 28 – Thur	End of 3 <sup>rd</sup> Marking Period
March 29 – Fri	Spring Break Start
April 8 – Mon	Classes Resume
April 15 – Mon	NO CLASSES –K-5 PTC, 6-12 PTC/PD
April 16 – Tue	Evening K-12 PTC
May 27 – Mon	Memorial Day Break
June 6 – Thu	Last Student Day – ½ Day
June 7 – Fri	Teacher Records Day

Student Days – 174

Teacher Days – 184

New Teacher Days – 185

\* MME March 5, 6 and 7, 2013

\* No flex time for students on Sept. 5, Nov. 21 and June 5.

## **SCHEDULE D – School Calendar**

2013-14

August 27 – Tue	New Teacher Orientation
August 28 – Wed	Teacher Work Day
August 29 – Thu	Professional Development
August 30 – Fri	NO CLASSES K-12
September 2 – Mon	Labor Day Break
September 3 – Tue	Student Full Day
October 10 – Thu	Evening 6-12 PTC
October 11 – Fri	NO CLASSES - 6-12 PTC and K-5 PD
November 1 – Fri	End of 1 <sup>st</sup> Marking Period
November 7 – Thu	Evening K-5 PTC
November 8 – Fri	NO CLASSES - K-5 PTC and 6-12 PD
November 27 –Wed	1 <sup>st</sup> Trimester ends ½ day students and staff
November 28/29– Thu/Fri	Thanksgiving Break
December 23 – Mon	Winter Break Start
January 6 – Mon	Classes Resume
January 16 – Thur	Evening 6-12 PTC
January 17 - Fri	NO CLASSES – K-5 Record Day 6-12 PTC/PD
January 20 – Mon	NO CLASSES – MLK Holiday
January 24 – Fri	End of 1 <sup>st</sup> semester
February 14 – Fri	NO CLASSES – Professional Development
February 17 – Mon	Presidents’ Day Break
March 7 – Fri	NO CLASSES - Professional Development
March 14 - Fri	2 <sup>nd</sup> Trimester ends
March 28 – Fri	End of 3 <sup>rd</sup> Marking Period
April 7– Mon	Spring Break Start
April 14 – Mon	Classes Resume
April 18 – Fri	Good Friday - No School
April 28 - Mon	NO CLASSES –PTC K-5, 6-12 PTC/PD
April 29 - Tue	Evening K-12 PTC
May 16 – Fri	NO CLASSES – Professional Development
May 26 – Mon	Memorial Day Break
June 11 – Wed	Last Student Day – ½ Day for students
June 12 – Thur	Teacher Record Day

Student Days – 174

Teacher Days – 184

New Teacher Days – 185

\* MME March 4, 5 and 6, 2014

\* No flex time for students on Sept. 4, Nov. 27 and June 11.

## NOTES ON CALENDAR

- A. Compensatory time of three (3) hours will be given for the open house.
- B. K-5 teachers will be credited with a total of six (6) compensatory hours for report cards done at the first and third marking period.
- C. 8<sup>th</sup> grade final exams will not be scheduled without input from 8<sup>th</sup> grade teachers even though they may be following a final exam schedule.
- D. Prep time: West Shore and Torrey Hill teachers receive 12 hours per year to replace lost prep time. Six hours shall be given the first pay period following the 30<sup>th</sup> calendar day each semester. Open House: the pay period immediately following the Open House (3 hours) Report Card Comp Time: WS and TH teachers receive 3 hours in place of half days for report cards for the first and third marking periods. Three hours shall be given on the pay period immediately following report card distribution for the 1<sup>st</sup> and 3<sup>rd</sup> marking period. Overload: the monetary payment shall be the first pay period following the 30<sup>th</sup> calendar day of each trimester/semester. (Please reference Article 5 Section D #2)

## OTHER NOTES

- A. Elementary teachers will meet in the evenings on conference days if necessary to handle conference requests.
- B. The Board of Education invites the Local 10/MEA/NEA, Lake Fenton Unit to submit its suggestions and recommendations as to the “In-Service Days”. First teacher workday shall have no more than 90 minutes for meetings.
- C. Nothing in this schedule shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an Act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty.

- D. Act of God Make Up:

Any instructional hours lost due to various Acts of God will be rescheduled without added cost to the Board to insure that students shall receive the state mandated hours and days. These hours/days could be made up by decreasing the time of the winter recess, scheduling the K-12 In-service on Saturday, rescheduling the records day on Saturday or extending the school year. Any changes in the calendar/hours will be changed mutually.

No instructional hours shall be made up on Saturdays mid-year. In the event that the law is changed, paragraph E on the previous page shall prevail.

- E. Lake Fenton teachers working under the consortium contract will follow the building and district schedule to which they are assigned.

## PARENT TEACHER CONFERENCES

K-5 teachers may schedule individual parent appointments; Teachers shall be required to be at work during the scheduled parent teacher conference time.

K-5 Tuesday, November 6, 2012 & Monday, April 15, 2013  
Friday, November 8, 2013 & Monday, April 28, 2014  
Report Time 8:15 a.m.  
Conferences 8:30 – 11:00 a.m. after lunch 12:00 – 2:30 p.m.

K-5 Wednesday, November 7, 2012 & Tuesday, April 16, 2013  
Thursday, November 7, 2013 & Tuesday, April 29, 2014  
Conferences 4:30 – 7:00 p.m.

6-12 teachers will have evening conferences (Teachers will report 15 minutes earlier than scheduled conference times.)

6-12 Thursday, October 11th, 2012 evening  
6-12 Friday October 12<sup>th</sup>, 2012 day  
K-5 Tuesday November 6<sup>th</sup>, 2012 day  
K-5 Wednesday November 7<sup>th</sup>, 2012 evening  
6-12 Thursday, January, 17<sup>th</sup>, 2012 evening  
6-12 Friday, January 18<sup>th</sup>, 2013 day  
K-12 Monday, April 15<sup>th</sup>, 2013 day  
K-12 Tuesday, April 16<sup>th</sup> 2013, evening

6-12 Thursday, October 10, 2013 evening  
6-12 Friday, October 11, 2013 day  
K-5 Thursday, November 7, 2013 evening  
K-5 Friday, November 8, 2013 day  
6-12 Thursday, January 16, 2014 evening  
6-12 Friday, January 17, 2014 day  
K-12 Monday, April 28, 2014 day  
K-12 Tuesday, April 29, 2014 evening

### 6-12 Daytime Conferences

Report Time 8:15 a.m.  
Conferences 8:30 – 11:00 a.m. & 12:00 – 2:30 p.m.

### 6-8 Evening Conferences

5:30 – 8:00 p.m.

### 9-12 Evening Conferences

6:30 – 9:00 p.m.

Non-student days will be 7 hours 15 minutes except on conference days which will equal 7 hours 45 minutes. The 7 hours 45 minutes includes the evening and day conference times. Lunch is one hour during the conference day.

## **APPENDIX A**

Appendix A contains contract language which was included in the Local 10/MEA/NEA Lake Fenton Master contract for 2009-2012. Language in this Appendix is language which through recent legislation, violates current law and may no longer be contained in a Master Agreement. The language was deleted and moved to the appendix and may be reviewed for future bargaining if laws are changed or modified. All language in this appendix is not considered applicable for this contract and shall not be used to make decisions unless the language is negotiated to be removed from this appendix and moved to an article or schedule in the Master Agreement.

### **Section 1**

- A. Any teacher who is a member of the Local 10/MEA/NEA, Lake Fenton Unit, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Local 10/MEA/NEA, Lake Fenton Unit, including the MEA and the NEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the second regular salary check of the teacher each month for ten months, beginning in September and ending in June of each year. Deductions for teachers employed after commencement of the school year shall be appropriately prorated to complete payments by the following June. The Local 10/MEA/NEA, Lake Fenton Unit agrees to furnish a comprehensive list which shall indicate the name of teacher and the amount to be deducted from each paycheck.
- B. Certified personnel, who refuse to tender such dues or fees within thirty (30) days of the beginning date of employment, shall be released at the end of the current semester-

### **Section 2**

- O. Discipline of Teachers:  
No teacher shall be disciplined, including a reprimand, suspension with or without pay, demotion or discharge without just cause. Just cause shall include, but not be limited to:
  - 1. Incompetence
  - 2. Insubordination against reasonable rules and regulations of the Board or its agents
  - 3. Moral misconduct
  - 4. Violation of the terms of the Agreement.Notwithstanding the foregoing, in the case of the discipline of a tenure teacher within the meaning of the Michigan Tenure of Teachers Act, just cause shall be determined under this act.

### **Section 3**

- F. All teachers shall be given written notice of their tentative schedules for the forthcoming year no later than June 1. In the event of an individual teacher's assignment being changed, every attempt will be made by the Administration to consult with the teacher affected, prior to implementation. In no event will changes in teachers' schedules be made later than the first day of August preceding the commencement of school, without good cause. The Association shall be notified with a written statement of reasons why this was considered necessary.

#### **Section 4**

- B. The Board declares its support of a policy of filling teacher vacancies from within its own teaching staff. Whenever a teaching vacancy arises, the Superintendent shall promptly post notice of same on a bulletin board in each school building lounge for no less than seven (7) calendar days, before the position is permanently filled and notify the Association. The Local 10/MEA/NEA, Lake Fenton Unit recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If determined, in reasonable judgment of the Superintendent, such a vacancy may be filled on a temporary or tentative basis until the end of the current school year, at which time the positions shall be considered vacant. A vacancy occurring after August 15 and prior to the first student day may be filled immediately and the Local 10/MEA/NEA, Lake Fenton Unit so notified as an exception to the above. Vacancies will be filled according to seniority and certification. The following procedure shall be used to fill vacancies: 1)reassignment within the building by the Principal; 2)after reassignment, all remaining vacancies will be posted internally; 3)posting all vacancies externally if necessary; 4)internal and external postings may be done concurrently in the interest of time; 5)interviews of external applicants; 6)vacancies may be filled.
- C. An involuntary transfer during the school year will be made only in the case of emergency or to prevent undue disruption of the instructional program. The Superintendent will attempt to consult with the affected teacher and the Local 10/MEA/NEA, Lake Fenton Unit concerning the reasons for such transfer prior to implementation. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the Professional Grievance Procedure.

#### **Section 5**

- D. No teacher shall be disciplined, reprimanded, or reduced in compensation without just cause. Any such discipline, reprimand, or reduction in compensation, including adverse evaluation of teacher performances asserted by the Board or representatives thereof without just cause, shall be subject to the Professional Grievance Procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher.

#### **Section 6**

- C. In the event of a layoff, the following procedure shall be followed:
1. The Board shall establish its curriculum needs.
  2. Probationary employees will be laid off first, on the basis of lowest seniority first. If the position from which a probationary teacher is laid off is to be retained and there is no employee with higher seniority who is certified to fill that position, then the lower seniority employee may be retained
  3. In the event tenure teachers must be laid off, such layoff will be on the basis of district seniority in K-5 and by seniority in the district according to certification in grades 6-12. When seniority within certification is equal, the Board will consider in this order: majors and minors, professional growth (graduate credits), and evaluations and progress reports. A tiebreaker will be used if all conditions are

the same. The last four digits of an employee's social security number will be used; the employee with the highest numerical value will be retained.

4. It is recognized that in fulfilling the requirements of 1, 2 and 3 above some transfers of employees may be necessary. Said transfers shall take place only after the Local 10/MEA/NEA, Lake Fenton Unit has reviewed the proposed list and been given the opportunity to discuss any concerns.
5. The Board will not hire more part-time teachers than necessary based upon the curriculum needs, unless agreeable to the teacher(s) involved.