

Lake Fenton Community Schools



Learning For Continuous Success

**2019-  
2021**

**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 25<sup>th</sup> day of June 2019, 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 – Payroll Deductions**

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 25 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. Homeroom will not be considered a preparation in an assignment. A normal work day would be any day where classes take place in the building.

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. "Unassigned preparation/conference" time is paid work time.

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. If a teacher is required to substitute more than three (3) times in one week, they will be paid an additional \$10 per hour for each day beyond the three (3).
  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
    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 30 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.
  3. Department coordinators at MS/HS and teaching staff at K-5 will be given an opportunity to meet with the building principal to provide input in regards to scheduling for the following year. This is a voluntary committee.
- 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. 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.
2. 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.
3. 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.
4. 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.
5. 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.

6. 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 and general education students representing various academic levels based on data 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, the special education administrator and the building administrator shall meet within five (5) school days to determine (by mutual agreement) what additional support is necessary. This section does not apply to team taught classes.

- C. The Board agrees that in grades 1-5 that it will strive for an average class size of not more than 27 pupils for grades 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 1-5. Kindergarten class size shall be held to a limit of 25. If more than 25 students are in a class, the district has the option of adding an aide to the classroom or paying for the overage. The teacher would receive \$175 for each student over the 25 limit.

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 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 160 pupils per day and have more than three (3) preparations, unless specified below. Additionally, no teacher shall be required to teach more than 196 students in core classes per day.
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. Band classes will be limited to an average of 55, 75 students per class.

For the purposes of paragraphs 4, 5 and 6 below, a preparation is to be considered a class with a unique course ID number which includes the teaching of different curriculum. Team taught classes are not to be considered an additional preparation. If a teacher elects to teach a course on their preparation period, premium pay described in paragraphs 4, 5 and 6 do not apply.

4. For three (3) preparations over 160, the teacher shall receive premium pay of \$225 per semester.
5. For over 148 students and four (4) preparations, the teacher shall receive a premium of \$325 per semester.
6. For five (5) preparations and over 136 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. Homeroom will not be considered a preparation in a teacher's work assignment.
  11. AP classes may be offered in alternating years if ten (10) or fewer students register for the course.
- E. 1. The Board recognizes that appropriate texts, gloves, laboratory equipment, current periodicals, art supplies and athletic equipment, 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 Board agrees at all times to keep the school properly equipped and maintained.
- F. The Board agrees to make available in each school adequate duplicating facilities to aid teachers in the preparation of instructional material.
- G. The Board shall provide:
1. A separate desk and a chair for each teacher in the district.
  2. Space for each teacher to store personal articles.
  3. Whiteboard space or other presentation areas will be provided 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. Preparation areas shall be provided for teachers.
  6. Storage space in each classroom for instructional materials.
  7. Record books, paper, pencils, pens, chalk, erasers, and other such material normally required in daily teaching responsibilities.
  8. Smocks for art teachers, laboratory coats for laboratory science teachers, shop coats for vocational education teachers shall be provided upon request. Said clothing shall be identified as school property.
  9. 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.
- H. Under no conditions will a teacher be required to drive a school bus or transport students.
- I. 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.
- J. 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.
- K. Reasonably maintained parking facilities shall be provided for teachers.
- L. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- M. 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.
- N. 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.

- O. 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. Each bargaining unit member in his/her first three years in the teaching profession shall be assigned a Mentor Teacher by the Administration. 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.
- B. If a newly hired teacher with more than three years of experience is hired they may be assigned a mentor for their first year of teaching. The mentor shall be paid a stipend as per Schedule B at the rate of a Year 3 of Mentee. A tenured teacher may be assigned a mentor. If a tenured teacher is assigned a mentor, the administration shall have the choice of who to assign but the mentor assigned must agree to the assignment. The mentor teacher shall be paid a stipend as per Schedule B at the rate of a Year 3 of Mentee.
- 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 should be assigned to only one (1) mentee at a time, unless the circumstances warrant otherwise.
- 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. Teachers wishing not to continue with their current schedule B position shall resign their position for the following year not later than June 1. All positions not filled on June 1 will be posted not later than June 10<sup>th</sup>. 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 will be awarded the position unless his/her performance was minimally effective or ineffective.
  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. 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. Such requests shall be made in writing annually not later than May 1 to the building principal.

## **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 fifteen (15) sick days five (5) 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. Sick leave may be used for family illness. Sick leave on a Professional Development day shall be accompanied by medical verification.
- 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 300 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. Teachers may use 1-sick day per year for bereavement of a relative or friend. If additional days are needed comp or personal time may be used. The usage of comp time will only apply to the 2019 – 2020 school year.
- 2. Teachers may use up to 3 days, not charged as sick days, for bereavement of an immediate family member. Immediate family members shall include: mother, father, step mother/father, spouse, child, adopted child, step-child, brother, sister, mother/father-in-law, grandparents and legal guardian. If additional time is needed, employee may make the request to the superintendent, which shall be charged as sick days.  
Use of bereavement time is allowed at the time of death or memorial service.
- 3. Upon request, medical verification will be given to the Sick Leave Bank Committee.
- 4. 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.

5. 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.
  6. Whenever possible, requests for sick leave bank days must be made in writing.
  7. 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.
  8. The Association must keep reasonable records which are subject to review by the Administration.
  9. 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.
  10. These regulations may not be changed without mutual agreement between the Board and the Association.
  11. 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.
  12. 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.
  13. 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 to 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 five (5) days leave for personal business. Teachers are required to indicate general category that personal day will be used for, but will not be required to detail reason unless more than one day is requested consecutively. Personal days are not to be used consecutively without permission of the superintendent. 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 not use personal business days adjacent to holiday and vacation time without the authorization of Central Office. 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. Individuals on long term leaves will be charged with an absence.
- J. The Superintendent and LFEA President may mutually approve an individual voluntary donation of sick days outside the sick bank to a LFEA member.
- K. Sick Bank days cannot be used on Act of God days.

**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.
- D. Under all provisions in this article, any absence of a staff member for the purpose of union activity will not be included in hours reported for retirement purposes to the ORS.

## **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 for employees who have three (3) or more years of service. 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 the 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:

Request must be made in writing and submitted to the Principal within a reasonable number of days prior to the conference.

#### 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) consecutive 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.

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, 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. Teachers shall be reimbursed in a timely manner.
- 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 shall not be granted 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 compensable 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.

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

- A. A review committee shall be established which shall consist of not less than four (4) members representing the Board and the Local 10/MEA/NEA, Lake Fenton Unit. 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. After December 1 but not later than February 1 of the school year the contract expires, 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 – Curriculum Advisory Council**

- A. There is hereby established a Curriculum Advisory Council consisting of a minimum 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.

- B. The Council shall meet in 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. Curriculum updates and changes.
  - 2. Instructional needs and budget recommendations.
  - 3. Professional Development for teachers.
  - 4. New courses and 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 non-concurrence 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. The insurance coverage shall be a MESSA options as agreed to by the association and the Board of Education.
    - a. Cost under the cap amount shall be applied towards the HSA deductible.

- b. Membership section 125 medical deductions apply for PAK rates; the Board shall maintain PAK benefits through MESSA.
  - c. All members will have their section 125 medical deductions applied evenly over 24 pays. This will be deducted with the first and second pay of the month.
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.
  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 January 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 cash in lieu option per month shall be \$450.00.

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

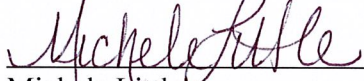
not be deemed valid and consistent except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

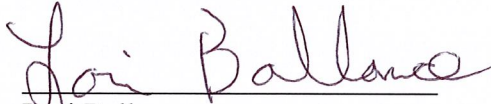
- F. Copies for this Agreement may be printed at the mutual expense of the Board and the Local 10/MEA/NEA, Lake Fenton Unit in booklet form and presented to teachers currently employed upon request.
- G. All teachers covered by this Agreement who participate in the production of tapes, publications, 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. Open house dates will be determined by the LFEA and Administration through a negotiated calendar.
- I. MEA Financial Services is the 403(b) third party administrator for the EA membership.
- J. 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, 2019 to June 30, 2021. There may be a reopener from March to June in the first year for Schedule A Compensation. The anniversary date of this Agreement shall be July 1 of each year.

For the Association

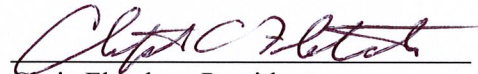
  
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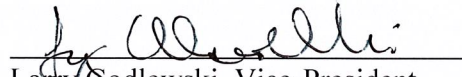
  
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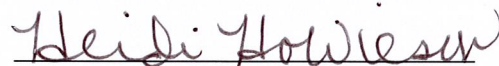
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For the Board

  
\_\_\_\_\_  
Chris Fletcher, President

  
\_\_\_\_\_  
Larry Godlewski, Vice-President

  
\_\_\_\_\_  
Heidi Howieson, Secretary

  
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Bob Hutchins, Treasurer



**SCHEDULE A – Salary Schedule  
2019 – 2020**

Step	BA	BA+18	BA+30/ MA	MA+15	MA+40	(*)Ed. Spec. or Ph.D.
1	39,461	41,461	43,460	45,450	47,632	
2	41,814	43,935	46,056	48,177	50,500	
3	44,167	46,410	48,652	51,914	53,368	
4	46,521	48,884	51,247	53,631	56,237	
5	48,874	51,359	53,843	56,358	59,105	
6	51,227	53,833	56,439	59,085	61,974	
7	53,581	56,308	59,035	61,812	64,842	
8	55,934	58,782	61,630	64,539	67,710	68,397
9	58,287	61,257	64,226	67,266	70,579	72,053
10	60,640	63,731	66,781	69,993	73,447	75,710
11	62,994	66,206	69,407	72,720	76,316	79,366
12	65,837	69,195	72,553	76,013	79,778	83,645
16	65,837	69,195	72,756	76,420	80,389	84,459

(\*)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.

To be placed on Step 16 of the pay schedule an individual must have completed 15 years of continuous service with the Lake Fenton Community on June 30 of the previous year. If at the beginning of the year they were starting their 16<sup>th</sup> year they would move to Step 16. Individuals who were given steps when they were hired by the district would be on Step 12 for several years until they complete 15 continuous years of service with the district.

Teachers shall receive a 1% increase on schedule for the 2019-2020 school year. The contract will reopen for wage negotiations only for the 2020-21 school year.

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

From time to time teachers are hired during the school year. The following criteria shall be used when teachers are hired during the year as to what step they shall be placed on for the following year:

1. Teachers hired after the beginning of the school year up to the end of the 1<sup>st</sup> semester (not trimester) shall be granted a full step the following year if LFEA members are granted steps.

2. If the teacher is hired between the beginning of the second semester (not trimester and March 1 the teacher shall be granted a half step for the following year i.e.; average of the current step they are paid on the first year and the next higher step. This process will continue until they reach the top of the scale.
  3. If the member is hired on or after March 1 they shall remain on the same step for the following year as they were paid upon being hired.
- B. Upon submitting evidence of having qualified for advancement on the salary schedule by reasons of graduates 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.

To advance to the MA+15 or MA+40 schedule, graduate hours must be earned after the Master's Degree is completed unless prior approval has been granted by Central Office.

- C. The contractual year shall begin July 1 of each year.
- D. Substitute Pay Rate:

Teachers substituting during the school day and performing curriculum work will be paid the following rates:

Curriculum Rate of \$27.00 per-period during the 2019-2021 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.

- E. 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.
- F. 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.
- G. 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.
- H. Teachers' salaries are to be divided into 26 equal pays using the following schedule.

Pays will commence with September 6, 2019 and follow every two weeks with 26 pay periods for staff.

Pays will commence with September 4, 2020 and follow every two weeks with 26 pay periods for staff.

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

J. 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.

K. 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.

L. Sick Day Payout

Retiring teachers or teachers with 15 or more years of service will receive \$54.00 for each sick day accumulated. This pay shall be considered a Board paid annuity and shall be deposited in an approved 403(b) account for the employee with MEA Financial Services or another mutually agreed upon financial institution on or before June 30<sup>th</sup> of the year they are retiring. If a teacher retires prior to the end of the year, the payment shall be deposited not later than 60 days after termination of service.

M. 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  $(65-55 = 10 \times \$77 = \$770)$ ).

N. Longevity Pay

For 2019-2021 longevity will be paid as follows: 11-18 years of continuous years of service at Lake Fenton to receive \$1350.00, 19 years and over to receive \$1800.00. 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. Years of service used to determine eligibility will be the years accumulated on the first day of school with students. Half of the longevity amount shall be paid to individuals becoming eligible for longevity if they were hired after the first day of school but prior to February 1<sup>st</sup>.

O. 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. Curriculum Advisory Council (CAC) 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 of \$100 per day.

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

- P. 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
- Q. 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.
- R. 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 considered a Board paid annuity and deposited in an approved 403(b) account with MEA Financial Services or another mutually agreed upon financial institution on or before June 30th of the year the employee terminates service if the employee is retiring.

S. Lowest increment of time for wage purposes is fifteen (15) minutes.

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 percentages below and on the accompanying chart. Experience in Lake Fenton or outside experience is acceptable in determining salary in each category.

#### Academic Positions

<b>Class Sponsors</b>				<b>Co-op Teacher</b>	
Senior Class	5.0%	8 <sup>th</sup> Grade	3.0%	0 – 14 Students	0.0%
Junior Class	4.0%	7 <sup>th</sup> Grade	2.5%	15 – 30 Student Count Paid at	2.5%
Sophomore Class	3.5%	6 <sup>th</sup> Grade	2.0%	30+ Student Count Paid at	3.5%
Freshman Class	3.0%			<b>NCA Building Coordinator</b>	4.0%
<i>A class sponsor who wants to follow a class that they have previously sponsored shall be given preference.</i>				<b>Administrative Supervisor</b>	
<b>Mentor Stipends (Per Mentee)</b>				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.	
Year 1 of Mentee	\$300				
Year 2 of Mentee	\$200				
Year 3 of Mentee	\$100				
<b>Curriculum Coordinators</b>					
<ul style="list-style-type: none"> <li>▪ Grades K – 2, 3 – 5 (Reading, Writing, Math, Science, Social Studies, other departments as needed/determined by the Board)</li> <li>▪ Grades 6 – 8, 9 – 12 (ELA, Math, Science, Social Studies, other departments as needed/determined by the Board)</li> </ul>					
Number of Sections in Department					
	8 – 18	4.0%			
	19 – 32	5.5%			
	33 or more	7.0%			

**Miscellaneous Categories**

<b>Yearbook Advisor</b>		<b>Quiz/Book Bowl</b>	
High School	5.0%	High School	4.0%
Middle School	3.0%	Middle School	2.5%
<b>Student Council</b>		<b>Debate</b>	
High School	4.0%	High School	4.0%
Middle School	3.0%	Middle School	2.5%
<b>National Honor Society</b>		<b>TV Coordinator</b>	3.0%
High School	4.0%	<b>Chess Club HS/MS</b>	2.5%
Middle School	3.0%	<b>Robotics Team Coach</b>	4.0%
<b>Forensics Sponsor</b>	3.0%	<b>Building Technology Representative</b>	2.0%
<b>SADD Sponsor</b>	2.0%		
<b>High School Band Director</b>		<b>Theatre</b>	
Fall	10.0%	High School Director per Year	4.0%
Winter	2.0%	High School Technical per Year	3.0%
<b>Middle School Band Director</b>		Choreographer	3.5%
Annually	5.5%	Orchestral	3.5%
<b>Choral Director</b>		Middle School Play	2.5%
K – 5	3.0%		
6 – 12	3.0%		

**Sports Positions**

<b>Football</b>		<b>Basketball Boys/Girls</b>	
Boys Varsity	10.5%	Varsity	10.5%
Boys Varsity Assistant	8.0%	Junior Varsity	8.0%
Boys Junior Varsity	8.0%	Freshman	7.0%
Boys Junior Varsity Assistant	7.0%	8 <sup>th</sup> Grade	5.0%
Boys Freshmen	7.0%	7 <sup>th</sup> Grade	5.0%
Boys Freshmen Assistant	6.0%	<b>Baseball/Softball</b>	
Boys/Girls Middle School Head	5.0%	Varsity	9.0%
Boys/Girls Middle School Assistant	4.0%	Junior Varsity	7.0%
<b>Cheerleading</b>		<b>Track Boys/Girls</b>	
Varsity	7.0%	Varsity	9.0%
Junior Varsity	6.0%	Assistant	7.0%
8 <sup>th</sup> Grade	4.0%	Middle School Head	4.0%
7 <sup>th</sup> Grade	4.0%	Middle School Assistant	3.0%
<b>Soccer</b>		<b>Cross Country</b>	
Varsity	9.0%	Varsity	7.0%
Junior Varsity	7.0%	Varsity Assistant	6.0%
<b>Volleyball</b>		<b>Golf</b>	
Varsity	10.5%	Varsity	7.0%
Junior Varsity	8.0%	Junior Varsity	6.0%
Freshman	7.0%	<b>Lacrosse Boys/Girls</b>	
8 <sup>th</sup> Grade	5.0%	Varsity	9.0%
7 <sup>th</sup> Grade	5.0%	<b>Wrestling</b>	
<b>Hockey</b>		Varsity	10.5%
Varsity	10.5%	Assistant	8.0%
<b>Tennis Team Coach</b>		Middle School	5.0%
Varsity	7.0%		

**SCHEDULE B**

**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 schedule B pay schedule applies for the duration of the contract.
- F. At the beginning of each sports season, coaches can meet with the Athletic Director to discuss the need for additional assistance in their program.
- G. The Parties agree that MCL 423.215(3)(o) states that methods of compensation which provide for compensation which comply with MCL 380.1250 are prohibited subjects of bargaining. However, the Parties recognize that MCL 388.1764h states that a school district will not enter into a collective bargaining agreement which does not comply with MCL 380.1250. Therefore, the Parties acknowledge that the District has a Board Policy to compensate teachers which complies with MCL 380.1250. Further, the Parties agree that the Board Policy which complies with MCL 380.1250 is not subject to collective bargaining pursuant to MCL 423.215(3)(o).

**SCHEDULE B – Pay Scale**

Yrs Exp →	BASE \$37,949									
	1	2	3	4	5	6	7	8	9	10
2.0%	758.98	777.97	797.43	817.37	837.79	858.74	880.21	902.53	924.76	947.89
2.5%	948.73	972.47	996.77	1021.69	1047.24	1073.43	1100.26	1127.76	1155.97	1184.86
3.0%	1138.47	1166.97	1196.14	1226.04	1256.69	1288.12	1320.32	1353.33	1187.16	1421.83
3.5%	1328.22	1361.47	1395.49	1430.38	1466.15	1502.80	1540.36	1578.88	1618.34	1658.81
4.0%	1517.96	1555.95	1594.85	1634.72	1675.59	1717.49	1760.42	1804.42	1849.55	1895.78
4.5%	1707.71	1750.44	1794.21	1839.06	1885.04	1932.17	1980.47	2029.98	2080.73	2132.75
5.0%	1897.46	1944.95	1993.57	2043.41	2094.49	2146.86	2200.52	2255.54	2311.92	2369.73
5.5%	2087.20	2139.44	2192.92	2247.74	2303.94	2361.53	2420.58	2481.09	2543.13	2606.69
6.0%	2276.95	2333.93	2392.28	2452.09	2513.38	2576.22	2640.63	2706.64	2774.31	2843.67
6.5%	2466.69	2528.42	2591.64	2656.43	2722.84	2790.91	2860.68	2932.20	3005.50	3080.63
7.0%	2656.44	2722.92	2790.99	2860.76	2932.29	3005.59	3080.74	3157.75	3236.68	3317.61
8.0%	3035.93	3111.91	3189.70	3269.45	3351.18	3434.96	3520.84	3608.86	3699.08	3791.55
9.0%	3415.42	3500.90	3588.41	3678.13	3770.08	3864.34	3960.95	4059.97	4161.47	4265.50
10.0%	3794.91	3889.88	3987.13	4086.81	4188.98	4293.70	4401.05	4511.07	4623.84	4739.44
10.5%	3984.66	4084.38	4186.49	4291.15	4398.43	4508.38	4621.10	4736.63	4855.05	4976.42
11.0%	4174.40	4278.88	4385.85	4495.50	4607.87	4723.07	4841.14	4962.19	5086.23	5213.38

Coaches who are covered under this agreement will receive an additional \$400 as part of their coaching salary for each sport coached.

## **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 7:05 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.

## **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.



## 2019-2021 Student/Teacher Day

### High School

Student Day (M T TH F): 7:30 a.m. – 2:30 p.m. Teacher Day: See note below  
Student Day (W): 8:30 a.m. – 2:30 p.m. Teacher Day:  
Half Day: 7:30 a.m. – 10:50 a.m.  
Teacher start time will be determined by a building committee consisting of at least four (4) teachers, one serving in an EA leadership capacity and the building principal.

### Middle School

Student Day (M T TH F): 7:20 a.m. – 2:20 p.m. Teacher Day: See note below  
Student Day (W): 8:20 a.m. – 2:20 p.m. Teacher Day:  
Half Day: 7:20 a.m. – 10:40 a.m.  
Teacher start time will be determined by a building committee consisting of at least four (4) teachers, one serving in an EA leadership capacity and the building principal.

### 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  
2019 – 2020**

Day of Week	Date	Description	Notes
Thursday	August 22	3 District Professional Development	Grades K – 12
Monday	August 26	New Teacher Orientation	
Tuesday	August 27	Teacher Work Day	Grades K – 12
Wednesday	August 28	Professional Development	Grades K – 12
Thursday	August 29	NO CLASSES	Grades K – 12
Friday	August 30	NO CLASSES	Grades K – 12
Monday	September 2	NO CLASSES	Grades K – 12
Tuesday	September 3	1 <sup>st</sup> Student Day	½ Day for Grades K – 5 Full Day for Grades 6 – 12
Monday	November 4	NO CLASSES Parent/Teacher Conferences	Grades K – 12
Tuesday	November 5	NO CLASSES Professional Development	Grades K – 12 miGoogle Conference
Thursday	November 7	Evening Parent Teacher Conferences	Grades K – 12
Wednesday	November 27	Early Dismissal (Gr. K – 12)	½ Day for Grades K – 12
Thursday/Friday	November 28/29	NO CLASSES Thanksgiving Break	Grades K – 12
Monday-Friday	December 23- January 3	NO CLASSES Winter Break	Grades K – 12
Thursday	January 16	Evening Parent Teacher Conferences	Grades 6 – 8
Friday	January 17	Early Dismissal (Gr. 6 – 12)	½ Day Grades 6 – 12
Monday	January 20	NO CLASSES Professional Development	Grades K – 12
Monday	February 17	NO CLASSES Mid-Winter Break	Grades K – 12
Friday	March 27	NO CLASSES Professional Development	Grades K – 12
Monday-Friday	March 30-April 3	NO CLASSES Spring Break	Grades K – 12
Friday	April 10	NO CLASSES Good Friday	Grades K – 12
Thursday	April 16	Evening Parent Teacher Conferences	Grades K – 12
Monday	May 25	NO CLASSES Memorial Day	Grades K – 12
Friday	June 12	Last Day of Classes	½ Day for Grades K – 12

Student Days: 180  
Teacher Days: 186  
New Teacher Days: 187  
MME to be determined

Trimester End Dates (Gr. 6 – 8)	Marking Period/Semester End Dates (Gr. K – 5 & 9 – 12)
1 <sup>st</sup> Trimester: November 22, 2019	1 <sup>st</sup> Marking Period: November 1, 2019
2 <sup>nd</sup> Trimester: February 28, 2020	2 <sup>nd</sup> Marking Period/1 <sup>st</sup> Semester: January 17, 2020
3 <sup>rd</sup> Trimester: June 12, 2020	3 <sup>rd</sup> Marking Period: March 20, 2020
	4 <sup>th</sup> Marking Period/2 <sup>nd</sup> Semester: June 12, 2020

**No Flex Time for Students on September 4, October 2, November 27, and February 12.**

Notes: 01/17/2020: Grades 6 – 8 Teacher ½ Day  
Grades 9 – 12 Teacher Full Day

**SCHEDULE D – School Calendar  
2020 – 2021**

To Be Determined

## 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.

Teachers shall be compensated at curriculum rate for Open House. West Shore teachers will receive 3 hours in place of half days for report cards for the first and third marking periods. Teachers will be permitted to roll 12 hours of comp time forward for the 2019-2020 school year. Any comp time not used by the end of the 2019-2020 school year will be paid out in June 2020.

## 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 adding minutes to the school day or extending the school year. Any changes in the calendar/hours will be agreed upon and changed mutually.
- 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 Monday, November 4, 2019 Report Time: 8:15 a.m.  
Conferences: 8:30 – 11:00 a.m. & 12:00 – 2:30 p.m.

Thursday, November 7, 2019 4:30 – 7:30

Thursday, April 16, 2020 4:30 – 7:00 p.m.

6 – 8 Monday, November 4, 2019 Report Time: 8:15 a.m.  
Conferences: 8:30 – 11:00 a.m. & 12:00 – 2:30 p.m.

Thursday, November 7, 2019 5:30 – 8:00 p.m.

Thursday, January 16, 2020 5:30 – 8:00 p.m.

Thursday, April 16, 2020 5:30 – 8:00 p.m.

9 – 12 Monday, November 4, 2019 Report Time: 8:15 a.m.  
Conferences: 8:30 – 11:00 a.m. & 12:00 – 2:30 p.m.

Thursday, November 7, 2019 6:30 – 9:00 p.m.

Thursday, April 16, 2020 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.