

TENTATIVE AGREEMENT

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This extended agreement has immediate effect upon ratification and expires August 31, 2016, except where otherwise noted in this T.A. and attached Letters of Agreement.

Salary

2013/14 continue 5 furlough days; step freeze.

2014/15 continue 5 furlough days; ½ step if there is a positive (at least \$75,000) fund balance in the 2013/2014 audit. If there is a positive fund balance, but less than \$75,000, then employees on steps 0-5 will move ½ step.

After the 13/14 Audit, the parties will review pay and benefits for the purpose of maintaining a positive fund balance, however, there will be no changes in any terms and conditions of employment without mutual agreement and ratification by both parties.

2015/16 continue 5 furlough days; ½ step if there is a positive (at least \$75,000) fund balance in the 2014/2015 audit. If there is a positive fund balance, but less than \$75,000, then employees on steps 0-5 will move ½ step.

After the 14/15 Audit, the parties will review pay and benefits for the purpose of maintaining a positive fund balance, however, there will be no changes in any terms and conditions of employment without mutual agreement and ratification by both parties.

Fund balance will be defined as the total of the audited General Fund Balance and all previous transfers out of the general fund. For example, if the audited fund balance is \$75,000, an employee on step 5 will move half way between step 5 and step 6.

On August 1, 2016, the status quo will not include any furlough days or further step movement based on a positive fund balance, and these provisions will sunset at that time.

Appendix B:

~~\*The ten banked days will be redeemed at 50% of the current per diem rates (2011-12) over a three year period beginning with a date to be negotiated at the end of 2013/14. The District recognizes this obligation as a debt should the parties fail to reach mutual agreement on when to begin the three year~~

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~~period—Employees severing employment by July 1, 2013, will during the term of this agreement will be paid for banked days at 100% of the per diem rate.~~

Appendix B1:

COLA will be capped at 0% for the term of the agreement.

**Insurance**

- Effective May 1, 2013, increase the MESSA Choices II deductible to \$500/\$1000
- MESSA HSA Plan A effective January 1, 2014
- Employer will fund half of the deductible on January 1, 2014 (for that year only)
- Employees will pay 20% premium contribution effective January 1, 2014

**Calendar**—see attached 2013/14. The parties will mutually develop the 2014/15 and 2015/16 and 2016/17 calendars before June 1 of each year.

**Fair Share/Dues Deduction**

The Agency Shop/Dues Deduction Agreement attached to this Tentative Agreement is effective as a separate agreement between the parties upon ratification until its expiration of August 31, 2018. This Letter of Agreement will be the controlling document regarding Agency Shop/Dues Deduction should there be any inconsistencies with related language in the collective bargaining agreement.

**Public Act 103**—see attached LOA (effective September 1, 2014)

**Article II**  
**Teach Rights and Responsibilities**

Effective September 1, 2014, the following changes will be made to this section of Article II (strikethrough indicates that language will be moved in accordance with the LOA on prohibited topics):

F. **Corrective Discipline Notification/Union Representation**

- ~~1. Corrective discipline of teachers requires that just cause and due process be present. Progressive steps in the normal corrective discipline process are:~~

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- ~~a. Oral Warning or reprimand following an objective investigation.~~
- ~~b. Written Reprimand stating:
 
  - ~~(1) The incident (what happened).~~
  - ~~(2) Reason for the reprimand.~~
  - ~~(3) What performance is expected of the teacher?~~
  - ~~(4) What will take place if performance is not corrected or if similar incidents occur in the future?~~~~
- ~~c. Major Warning which may include suspension with or without pay and is considered a very serious disciplinary action.~~
- d. Discharge or termination of the teacher - must be within the legal framework of the Tenure Act.

2. The teacher shall be notified in advance when corrective discipline is pending. The teacher is entitled to have a representative of the ASSOCIATION present at each step of the corrective discipline process.

3. ~~The normal progressive process is not ironclad. The nature of the incident determines the step at which the corrective discipline process begins and which steps are utilized.~~

4. It is recognized that interaction between administrators and teachers on matters of professional performance, policies and procedures is outside the corrective discipline process and is a normal activity in the operation of the schools which requires tact, diplomacy, and a spirit of cooperativeness.

5. The Association President will be timely notified when a teacher is to receive discipline above that of a verbal warning.

G. Any discipline, reprimand, or reduction in rank, compensation, or professional advantage, ~~including adverse evaluation of teacher performance asserted by the BOARD or representative thereof,~~ shall be **for reasons which are not arbitrary and capricious** for just cause and shall be subject to the professional grievance procedure hereinafter set forth. **For employees who in positions not requiring certification, and therefore are not covered by the Tenure Act, any discipline, reprimand, or reduction in rank, compensation, or professional advantage, including adverse evaluation of performance asserted by the BOARD or representative thereof, shall be for just cause and shall be subject to the professional grievance procedure hereinafter set forth.** All information forming the basis for disciplinary action will be made available to the teacher and the ASSOCIATION.

Article V

Effective September 1, 2014, the following changes will be made to Article V:

Delete several sections pursuant to LOA on prohibited topics.

Add:

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Teachers who successfully complete a probationary period are entitled to continuous employment. No new teachers shall be hired in subject areas before teachers who are laid off from other subject areas who may be qualified and meet the effective rating established in the administrative guidelines, are recalled or decline the opening.

The following language will be recommended to the Board by both parties to be adopted as an administrative policy:

The Board reserves the right to abolish positions in the district and to reduce the staff whenever reasons of decreased enrollment of students, return to duty of regular professional staff members after leaves of absence, suspension of schools or territorial changes affecting the District, or other good cause warrant. The Superintendent shall develop administrative guidelines for the reduction of staff which shall be in accordance with the terms of the negotiated, collective-bargained agreement, due process, and the best interests of the District. The first teachers laid off will be those evaluated as ineffective. The next laid off will be those evaluated as minimally effective two consecutive years or more. All others will be considered as equals and length of service or tenure status shall be the tiebreaker.

Article XV

Add the following language to the grievance procedure:

**Any dismissal, discharge, discipline, demotion, reduction in rank or compensation for which a remedy is provided under the Tenure Act shall not be subject to the grievance procedure in this Agreement.**

Miscellaneous Provisions

New M.

Arbitrary and Capricious, as used in this Agreement and Board Policies/Administrative Guidelines, shall be determined on the following factors: the adequacy of the evidence derived from the investigation, the seriousness of the offense or misconduct, the teacher's prior record, the treatment of similarly situated teachers, and the existence of aggravating or mitigating factors.

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# LETTER OF AGREEMENT

Between South Lake Schools and

MEA/NEA Local 1—South Lake Education Association

**Public Act 103 of 2011**  
**Effective September 1, 2014**

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- 1) Public Act 103 of 2011 made specific items related to layoff and recall, discipline, assignment, evaluation, and merit pay prohibited subjects of bargaining for certificated bargaining unit members in positions requiring certification and whose employment is regulated by the Michigan Tenure Act, being 1937 (Ex Sess) PA a, MCL 38.71 to 38-191.
- 2) There are members of the Association who are not in positions requiring certification and whose employment is not governed by the Teacher Tenure Act.
- 3) Public Act 103 of 2011 did not limit the ability of those members who are in positions not requiring certification and whose employment is not governed by the Teacher Tenure Act to bargain the items listed in Public Act 103 as prohibited subjects of bargaining.
- 4) The parties agree that the above provisions shall be incorporated in the 2013-2016 collective bargaining agreement between the Parties as an appendix.
- 5) If in the event Public Act 103 is repealed or amended or declared illegal, unconstitutional or unenforceable for any reason, the provisions of the parties agreement that are now inapplicable to those placed in positions requiring certification will again become applicable to such bargaining unit members.

\_\_\_\_\_  
South Lake Board of Education

Date: .

\_\_\_\_\_  
South Lake Education Association  
MEA/NEA Local 1

Date:

\_\_\_\_\_  
MEA/NEA Local 1

Date:

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**LETTER OF AGREEMENT**  
**BETWEEN**  
**MEA-NEA LOCAL 1, SOUTH LAKE EDUCATION ASSOCIATION**  
**AND**  
**SOUTH LAKE SCHOOLS BOARD OF EDUCATION**

**AGENCY FEE AGREEMENT**

The Board of Education of South Lake Schools ("Employer") and MEA-NEA Local 1, South Lake Education Association desire to prevent the divisiveness and interference with employee relationships that may occur when some members of the collective bargaining unit receive the benefits of representation by the Association without paying their fair share for those benefits.

The Employer and Association acknowledge that Public Act 349 was not given immediate effect so that they may decide whether to enter into an agreement excluded from the prohibitions of PA 349 prior to the effective date of PA 349. In consideration of the benefits to both the Employer and Association of an agency shop arrangement, the parties hereby agree as follows:

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty-one (31) days from the date of commencement of professional duties, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of members of the Association, less any amounts not permitted by law; provided, however, that the bargaining unit member may authorize payroll deduction for such fee. In the event that a bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, at the request of the Association, deduct the service fee from the member's salary and remit the same to the Association under the procedure provided below.

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B. The procedure in all cases of non-payment of the service fee shall be as follows:

1. The Association shall notify the member of non-compliance by certified mail, return receipt requested, explaining that he or she is delinquent in not tendering the service fee, specifying the current amount of the delinquency, and warning him/her that unless the delinquent service fees are paid or a properly executed deduction form is tendered within fourteen (14) days, he or she shall be reported to Employer and a deduction of service fee shall be made from his or her salary; and
2. If the member fails to comply, the Association shall give a copy of the letter sent to the delinquent member and the following written notice to Employer at the end of the fourteen (14) day period:

The Association certifies that (name) has failed to tender the periodic service fee required as a condition of employment under the Agency Fee Agreement and demands that under the terms of this Agreement, Employer deduct the delinquent service fee(s) from the collective bargaining unit member's salary. The Association certifies that the amount of the service fee includes only those items authorized by law; and

3. Employer, upon receipt of said written notice and request for deduction, shall act pursuant to Section A above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Association, in enforcing this provision, agrees not to discriminate among bargaining unit members.
4. If during the term of this Agency Fee Agreement it shall become unlawful for the Employer to deduct the service fee from the pay of a bargaining unit member, then the Employer shall terminate the employment of the bargaining unit member for failure to comply with this Agency Fee

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Agreement. If discharge shall become an unlawful remedy, the Association shall have the right to pursue any other lawful remedies.

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- C. With respect to all sums deducted by Employer pursuant to this Section, Employer agrees promptly to disburse said sums directly to the Association.
  
- D. A member paying the service fee provided for herein, or whose service fees have been deducted by Employer from his or her salary, may object to the use of the service fee for matters not permitted by law. The procedure for making such objections is that officially adopted by the Association. A copy of the Association Policy Regarding Objections to Political-Ideological Expenditures will be provided by the Association upon a request of a bargaining unit member.
  
- E. The Association agrees, upon timely request, to defend Employer, its officers, agents or employees in any suit brought against all or any of them regarding the Employer's enforcement of the terms of this Agency Fee Agreement, including dues deduction, and to indemnify Employer, its officers, agents or employees, for any costs or damages which may be assessed against all or any of them arising out of the enforcement of this Agency Fee Agreement, provided, however, that:
  - 1. Neither the duty to defend nor the duty to indemnify shall arise where the damages and costs, if any, have resulted from the negligence, misfeasance or malfeasance of Employer, its officers, employees or agents,
  
  - 2. The Association has the right to choose the legal counsel to defend any such suit or action, after consultation with Employer; and
  
  - 3. If the Employer, its officers, agents or employees elects to select its or their own counsel in any such suit, then the Association shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if the Association, through counsel it selects after



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consultation with Employer, does represent Employer, its officers, agents or employees in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit at their own expense; and

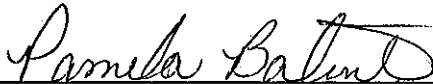
4. The Association, after consultation with Employer, has the right to decide whether to defend any said action or to appeal the decision of any court or other tribunal regarding the validity of this Section; and
  5. The Association, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against Employer, its officers, employees or agents under this Agency Fee Agreement, after consultation with Employer.
- F. Persons becoming members of the collective bargaining unit during the course of a school year shall have their service fee prorated over the school year.
- G. The Association will certify, at least annually to Employer, fifteen (15) days prior to the date of the first payroll deduction for dues or service fees, the amount of said dues and the amount of the service fee to be deducted by Employer, and that said service fee includes only those amounts permitted by the Agency Fee Agreement and by law.
- H. Should any of the provisions of this Agency Fee Agreement be found contrary to law by a court or administrative agency of competent jurisdiction, it is the intent of the Employer and Association that only the portion of the Agency Fee Agreement found contrary to law shall be stricken and all other parts or portions of this Agency Fee Agreement shall remain in full force and effect. A determination that a portion of this Agency Fee Agreement is contrary to law shall not affect the terms and conditions of the collective bargaining agreement, which shall remain in full force and effect for the life of that agreement.
- I. This Agency Fee Agreement shall be effective immediately upon ratification, which in no event shall be later than March 26, 2013, and shall continue in full force and effect while the Association remains the exclusive collective

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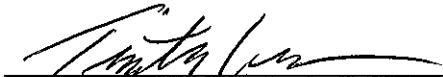
bargaining representative until its expiration on August 31, 2018. Should a court or administrative agency of competent jurisdiction determine that the length of this Agency Fee Agreement is contrary to law, then it is the intent of the parties that this Agency Fee Agreement continue in effect for the longest period of time allowed by law. Should this Agency Fee Agreement be determined to be unlawful and no longer in effect, then any agency fee agreement contained in another agreement between the parties shall immediately go into full force and effect for the length of time allowed by that agreement.

SOUTH LAKE SCHOOLS  
BOARD OF EDUCATION

MEA-NEA LOCAL 1, SOUTH LAKE  
EDUCATION ASSOCIATION



Pamela Balint, Superintendent



Timothy Allen, President

03-21-2013

Date

03/21/13

Date