

2011-13

MASTER AGREEMENT

Between The

FRUITPORT COMMUNITY SCHOOLS

BOARD OF EDUCATION

And The

FRUITPORT EDUCATION ASSOCIATION

MEA-NEA

Fruitport Community Schools

Fruitport, Michigan

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Note: Some of the language in this agreement is in italics. This language has been deemed prohibited subjects of bargaining per summer 2011 legislation. This language remains within this document should the related legislation be reversed. Additionally, there may be instances where this language could guide decision making in the event that all other means for decision making have been exhausted, and/or may have direct impact on some non-teaching FEA members.

AGREEMENT

THIS AGREEMENT entered into this 14th day of September, 2011 by and between the Board of Education of the Fruitport Community Schools, Fruitport, Michigan, hereinafter called the “Board” and the Fruitport Education Association, MEA-NEA, hereinafter called the “Association.”

WITNESSETH

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

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

In consideration of the preceding mutual covenants, it is hereby agreed as follows:

ARTICLE 1.

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of Michigan 1965, for all professional and/or certified teaching personnel under contract, including personnel on tenure, probation, all classroom teachers including shared-time and alternative education teachers, substitute teachers in lieu of contract teachers, guidance counselors, librarians, school psychologists, school social workers, advising or critic teachers, employed by the Board, but excluding supervisory and executive personnel and office and clerical employees, transportation personnel, school lunch personnel, teacher aides and all other non-teaching personnel. The term “teacher”, when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to one gender shall include the other gender.
- B. The Board agrees not to negotiate with any teachers’ organization and/or individual other than the Association for the duration of this Agreement.
- C. Within thirty (30) days of hire, all teachers will sign and deliver to the Board of Education an assignment authorizing deduction of membership dues or assessments or the equivalent thereof, excluding fines of the Association (including MEA, NEA and FEA dues). Said amounts deducted to be transmitted by the Board to the Association. Teachers not authorizing payment through payroll deductions shall pay the dues or assessments or the equivalent thereof to the Association within thirty (30) days of hire. Intern teachers will be required to pay only the intern teachers fee as established by the Michigan Education Association. The Association hereby agrees to indemnify the Board and hold it harmless from any and all claims, liabilities or judgments, including attorney

fees that may arise by reason of action taken by the board as a result of enforcing the provisions of this Section. The Association has the right to choose the legal counsel.

- D. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he/she may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE 2.

TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of Michigan, 1965, the Board hereby agrees that every employee of the Board so represented by the Association shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining 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 Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. (Nothing herein shall require any teacher to be a member of or participate in the activities of any organization such as the Association, or similar bargaining agent).
- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Employment Relations Commission, or a mediator from such public agency.
- C. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises, provided that the same shall be of a size and character consistent with good taste and maintaining the dignity of the teaching profession.

Bulletin boards and other established media of communication shall be made available to the Association and its members for the purpose of publicizing meetings of the Association and other Association business. Any matter which might be detrimental to the school district may be so publicized only with prior approval of the Superintendent of Schools.

- D. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, such bargaining information as may be pertaining and relevant to matters under negotiations, or relevant for the preparation of proposals by the Association at a time when this collective bargaining agreement may be open for negotiations, or such other bargaining data as may be required by law. The Board reserves the right to furnish such data to the Association President and Bargaining/Grievance Chairperson only after

the data has been presented by the Board to another governmental agency. This information is to be available following the Board meeting. The Board further reserves the right to furnish such data in the manner and form available to it without encountering undue additional expense. All original records of the Board shall be examined only at the office of the Board of Education.

The Board shall provide the President and Bargaining/Grievance Chairperson of the Association with an electronic copy of the minutes (including attachments) of all regular and special meetings of the Board.

E. The Association is offered the opportunity to participate in curriculum study and changes regarding the education of children.

F. SCHOOL IMPROVEMENT PROGRAMS

The Board and Association encourage and support the concept of continued school improvement efforts designed to assist the school district to reach its vision. Any outcomes from school improvement efforts that call for changes in any of the provisions of this contract or affect wages, hours, terms or conditions of employment must be agreed to by both the Board and the Association.

None of the foregoing shall be interpreted as a waiver of any rights by the Association or any bargaining unit member or the Board of Education or any of its agents.

ARTICLE 3.

MANAGEMENT RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, 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:

- (1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- (2) To hire all employees and subject to the provisions of 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;
- (3) To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for all students, all as deemed necessary or advisable by the Board;
- (4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

- (5) To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment;
- (6) To issue teaching contracts for the next teaching year to Probationary Teachers at any time prior to the expiration of this contract.

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

ARTICLE 4.

COMPENSATION

- A. The daily salary rate for teachers shall be 1/number of teacher days/year of the appropriate annual salary rate provided in Appendix "A". Any teacher not reporting for work shall lose 1/number of teacher days/year salary per day, providing his/her absence with pay is not permitted under the terms of this Agreement. Any teacher whose absence is not provided for in this Agreement or is absent without prior approval shall lose 1/number of teacher days/year of his/her salary per day plus 1/number of teacher days/year of the annual premium rate as of the date of the absence for all the insurance programs provided in this article for which the teacher is enrolled.
- B. The Board recognizes four (4) years of outside teaching experience on the salary schedule. The Board, at its discretion, may grant credit in excess of four (4) years on the salary schedule to certificated teachers based on outside teaching or other comparable experience which relates to the teacher's assignment. For the purpose of salary schedule credit only, outside teaching experience gained while on layoff shall be treated as if it were teaching experience in this District. Outside teaching experience shall be limited to time spent teaching in a public school.
- C. The salaries of all persons covered by this Agreement are set forth in Appendix "A" which is attached hereto and made a part hereto.

D. INSURANCE BENEFITS

1. The insurance year shall be the twelve (12) months from October 1 to the following October 1. The annual open enrollment period shall be the month of September or any other period determined by the insurance carrier.
2. The Board shall make available to all teachers the following insurance protection:

a. HEALTH INSURANCE

Effective July 1, 2011, the Board shall provide MESSA's Choices II protection for a full twelve-month (12) period for each year of this Agreement for the teacher and his/her eligible dependents. Beginning October 1, 2011 Teachers will contribute 12.5% of the cost of the health benefit through payroll deduction. Prescription drug coverage shall be under MESSA's \$10 Generic/\$20 brand co-payment rider, there will be a \$100/\$200 deductible (to be reimbursed to the Teacher through a flex spending account), and a \$10 co-pay for office visits.

Effective October 1, 2012, the Board shall provide MESSA's Choices II protection for a full twelve- (12) month period as indicated above for the teacher and his/her eligible dependents. In the spring of 2012 the FEA will choose either the option of implementing the Saver Rx prescription rider with a contribution of 15%, or a contribution of 17.5% without the Saver Rx rider, both effective October 1, 2012. In the spring of 2012 the FEA will review additional potential savings through consideration of new MESSA products.

b. OPTIONS TO HEALTH INSURANCE

Teachers not electing health insurance coverage may apply up to the amount of the monthly Choices II single subscriber premium as defined within this agreement toward optional tax-free coverage. Any difference between the monthly cost of any optional tax-free coverage elected and the monthly Choices II single subscriber premium rate shall be paid to the teacher in cash by way of the Section 125 Plan adopted and maintained by the Board that appears as Appendix F in this Agreement. Each teacher not electing health insurance shall complete the Benefit Election Form found in Appendix D of this Agreement.

Teachers may also elect to have part or all of the cash benefit paid to their tax-deferred annuity plan (up to the limits set forth by the Tax Code for annuity plans). Annuity plans shall be limited to the following companies: MEA-Financial Services, Valek, Washington National, Kemper, Metropolitan and any other company approved by the Board.

If a husband and wife are both members of the bargaining unit, no more than one shall elect health insurance coverage; the other shall elect the optional coverage described above.

c. LIFE INSURANCE

The Board shall provide without cost to the teacher MESSA term life insurance protection with AD & D in the amount of \$50,000.00 that will be paid to the teacher's designated beneficiary.

d. DENTAL INSURANCE

The Board shall provide for all teachers and their eligible dependents, without cost to the teacher, the MESSA/Delta Dental Plan Class I, II, III at 100/90/80% with a \$2,500 annual maximum benefit and Class IV at 80% with an annual maximum benefit of \$3,000. Coverage includes Internal and External Coordination of Benefits.

e. VISION INSURANCE

The Board shall provide for all teachers and their eligible dependents, without cost to the teacher the MESSA Vision plan VSP-3 Plus with Internal and External Coordination of Benefits.

f. LONG TERM DISABILITY INSURANCE

The Board shall provide without cost to the teacher MESSA Plan 2 Long Term Disability Insurance for all teachers. Benefits shall begin after termination of the teacher's paid sick leave or the accumulation of one hundred and twenty (120) calendar days of disability in any twelve (12) consecutive months, whichever is greater. Benefits shall be paid at a rate of sixty-six and two-thirds (66 2/3%) of the teacher's salary.

3. GENERAL PROVISIONS RELATED TO INSURANCE COVERAGE

a Newly hired teachers must report for duty before the board is obligated to pay any insurance premium. For each insurance program above, the effective date for each new teacher shall be October 1, unless the teacher is not covered by any other coverage from any other source, in which case the effective date shall be the first required work day of the school year. A teacher who is hired with an effective first work day after the first required work day of the school year shall be entitled to insurance coverage effective with his/her first work day.

b The Board will contribute on a pro-rata basis to the total cost of insurance coverage for a teacher assigned to less than a full time work load based on the number of hours the teacher worked in relation to a full time work load, unless the teacher's status is the direct result of an involuntary reduction of a position by the Board from full to part time, in which case the teacher shall be provided insurance protection as if he/she were assigned a full time daily work load, through the month following the month in which the reduction occurs. The Board will apply its contribution in accordance with the rules of the insurance providers.

- c In the event a teacher leaves employment after the end of a school year and before the start of the next school year, the insurance shall continue through the following September, unless the teacher becomes employed by another employer and is covered by fully paid insurance with respect to each insurance program above.
- d In the event a teacher is terminated or resigns during the school year, the insurance shall be continued through the month following the month in which the teacher resigned or was terminated.
- e In the event a teacher goes on an unpaid leave of absence (other than sick leave) or is laid off during the school year, the insurance shall be continued through the month following the month in which the teacher went on leave or was laid off. In the event of an unpaid sick leave that commences during the school year, the Board will continue payment of the insurance premiums for the balance of the school year and for the subsequent July, August and September.
- f In the event a teacher dies during the school year or after the completion of the school year and providing the policy permits continued coverage, the Board shall continue payments of the applicable premiums through the following September 30th.
- g Notwithstanding any provisions of this Section, the terms of any contract or policy issued by MESSA or its underwriters shall be controlling as to all matters concerning eligibility, benefits and termination of coverage or other matters covered by the policy.
- h The Board, by payment of the premiums set forth herein, shall be relieved from all liability with respect to the benefits provided by MESSA or its underwriters. The failure of MESSA or its underwriters to provide any of the benefits for which it has contracted shall not result in any liability to the Board, nor shall such failure be considered a breach of any obligation by the Board.
- i Disputes between teacher(s) or beneficiaries of teacher(s) and MESSA or its underwriters shall not be subject to the Grievance Procedure established in this Agreement.

E. A senior high or middle school teacher who teaches an extra class shall be paid an additional 20 percent of his/her salary of the BA year one base salary. An elementary teacher who teaches an extra class shall be paid the percent based on full time status (26.5 hours).

F. A teacher asked by the Board to do substitute teaching during preparation period shall be paid at the rate of one-fifth (1/5) of the daily rate for substitute teachers. In lieu of this pay, a teacher may choose to receive compensatory time which is earned at the rate of one (1) day for each five (5) hours taught during his/her preparation period.

- G. Compensatory time may only be used in full day increments. Any fractional compensatory time earned shall be paid at the above rate. The use of such compensatory time shall be governed by the restrictions of Article 10, Section B.(6). If a compensatory day is not used during the school year in which it is earned, it shall be added to the teacher's accumulated paid sick leave.
- H. Teachers required to travel between buildings as a part of their duties shall be reimbursed mileage at the maximum rate per mile allowed by the I.R.S
- I. For the purpose of movement on the salary schedule:
1. Adjustments for steps in a column will be made according to the following guidelines:
 - a Teachers who work less than a full school year in Fruitport under contract shall receive credit as follows:
 - (1) No experience credit if the number of days worked during the school year is forty-six (46) or less.
 - (2) One-half (1/2) year experience credit if the number of days worked during the school year is more than forty-six (46) and less than one hundred thirty-nine (139).
 - (3) One year experience credit if the number of days worked during the school year is one hundred thirty-nine (139) or more.
 - (4) "Days worked" shall include student and non-student attendance days and shall be computed on the basis of equivalent full time days.
 - (5) This section shall not affect teachers on a paid leave of absence or on a leave of absence for which experience is granted for salary schedule placement.
 - b Teachers who are assigned less than one-half (1/2) of a daily teaching load shall be given one-half (1/2) year's credit on the salary schedule; and those who are assigned one-half (1/2) or more of a daily teaching load shall be given full credit.
 2. Adjustments from one column to another will be made according to the following guidelines:
 - a AB + 18-24
 - (1) Only those courses taken after the B.A. degree and teaching certification are awarded will be applicable.
 - (2) Undergraduate credit courses must have the prior written approval of the Superintendent in order to count for column movement

(language pertains to undergraduate credit initiated after ratification of this agreement). Such approval will be granted so long as the course is related to the field of K-12 education, including administration.

- (3) Graduate credit courses approved in writing by the Superintendent or related to the field of K-12 education, including administration, shall be counted if they have been earned through an accredited college or university.

b MA + 18 and MA + 30

- (1) Only those courses taken after the M.A. degree and teaching certification are awarded will be applicable.
- (2) Undergraduate credit courses must have the prior written approval of the Superintendent in order to count toward column movement. Such approval will be granted so long as the course is related to the field of K-12 education, including administration (language pertains to undergraduate credit initiated after ratification of this agreement).
- (3) Graduate level courses approved in writing by the Superintendent or related to the field of K-12 education, including administration, shall be counted toward column movement if they have been earned through an accredited college or university.

c Movement on the salary schedule will occur September 1 and January 31. Prior to these dates, it is the teacher's responsibility to provide to the superintendent the necessary documentation (official transcripts or a letter from the university) for movement on the salary schedule to occur.

d For all teachers employed at the start of the 2003-04 school year, all courses completed prior to September 1, 2004 shall apply for movement from one column to another, absent all restrictions set forth in Sections 2.a. and b. above.

J. For the purpose of ascertaining eligibility for longevity pay, "years in Fruitport" shall mean years of teaching service with Fruitport Community Schools, provided that no lay-off or leave of absence shall be counted as years of service. Deleted "Substitute teachers..." below and moved other sections up.

K. The annual salary of senior high school and middle school teachers assigned less than the full teaching load (as defined in Article 6, Section A) shall be determined as follows:

$$\frac{\text{(number of teacher's daily teaching periods)}}{\text{number of daily teaching periods in normal teaching load}} \times \text{teacher's annual salary schedule amount}$$

L. A teacher new to the District may be assigned by the Superintendent to work a total of three (3) days without additional pay during his/her first two years of employment with the District in addition to the teacher days designated on the published school calendars and inclement weather makeup days and new teacher after school meetings.

M. Upon termination of employment by:

1. Death, or
2. Retirement (provided that the teacher meets the requirements for an immediate retirement allowance under the Michigan Public School Employees Retirement Board's regulations and the teacher provides the Board with at least sixty (60) calendar days written notice prior to the end of the semester in which the teacher will retire);

A teacher shall be paid an amount equal to Sixty Dollars (\$60.00) times the number of his/her accumulated sick leave days. Payment shall be in the form of a non-elective employer contribution to a 403(b) plan account as provided in Section D.2.b. of this Article.

N. AB + 24 COLUMN

All staff members employed as of the beginning of the 1973-74 school year who are qualified for the AB + 18 column as shown on the 1972-73 Appendix A, shall be placed on the AB + 24 column. All staff members employed as of the beginning of the 1973-74 school year who, at the time of the issuance of their provisional certificate, were required to complete 10 semester hours for permanent certification shall be entitled to the AB + 24 index upon completion of 18 semester hours. All staff members employed as of or after the beginning of the 1973-74 school year who, at the time of the issuance of their provisional certificate were required to complete 18 semester hours for permanent certification shall be entitled to the AB + 24 index upon completion of 24 semester hours.

O. TUITION REIMBURSEMENT

The Board shall provide up to six hundred dollars (\$600.00) each contract year to tenured teachers for reimbursement of tuition costs. Contract year refers to the school district's fiscal year. Classes that conclude after June 30 will be part of the following fiscal year's reimbursement schedule. Reimbursement is subject to the following provisions:

Reimbursement shall be made for tuition of coursework related to the professional education certification renewal, to gain additional certifications in education, for the purpose of movement across the salary schedule.

Examples of courses approved:

- courses in the academic area for /of the teacher's certification
- courses leading to additional teaching certification or endorsement in a curricular area

- courses that relate to the teacher’s current teaching assignment
- courses toward an advanced degree in education

Examples of courses not approved:

- courses unrelated to any of the above
- courses toward professional certification or licensure in a field other than education – some examples are real estate, law, insurance.

Notice of intent to take a course shall be made on a district provided form before or upon registration for the class.

Documentation (transcripts) of successful (passing grade) completion and proof of payment must be submitted to the Superintendent no later than 90 calendar days from course conclusion to receive reimbursement.

Courses must be from a regionally accredited college or institution that meets the regular certification standards of the State of Michigan.

The Board of Education is not responsible for tuition payment if courses are taken under a scholarship, grant, or are reimbursed in any way from another source.

- P. The Board shall reimburse teachers for the cost (up to \$160.00 every five (5) years) for the renewal fee of their State of Michigan teaching certificate.

ARTICLE 5.

TEACHING HOURS

- A. The work week of teachers shall be Monday through Friday, and in-school time for teachers shall be within the following time frame:

Elementary:	8:15 AM - 3:45 PM
Middle School:	7:30 AM – 3:00 PM
High School:	7:30 AM – 3:00 PM

The Association is offered the opportunity to participate in establishing uniformity of work loads. The administration and the Association will annually work to establish building schedules that meet state mandates regarding instructional time, necessary operational efficiencies, and contractual responsibilities.

- B. During the professional development delay start days, regularly scheduled staff meetings for the purpose of monthly business meetings, curriculum work, building professional development, etc. will occur. Both parties agree that should an occasion occur that requires an after-school meeting, these meetings will be limited to four per school year and twenty-four hour notice is required except in the case of an emergency.

- C. Secondary teachers and elementary teachers are to report to their teaching stations five (5) minutes prior to the beginning of school day.
- D. While the performance of professional duties cannot be put on a clock-hour basis, it is understood that the individual teacher will not be required to remain in the school building, except for emergencies, more than five (5) minutes after dismissal of the last scheduled class of the day, unless professional duties require all teachers of the building or department to remain for a longer period.
- E. Elementary teachers shall receive a minimum of 345 minutes of planning during delay start weeks for preparation time within the scheduled work hours provided in Article 5, Section A. On non-delay start weeks, 315 minutes of planning will be provided. As part of such preparation time, elementary teaching specialists shall be provided with at least one (1) thirty (30) minute block planning period per school day.
- F. Teachers performing recess duty shall be paid Fifteen Dollars (\$15.00) for each half-hour recess. The Administration shall ask for volunteers to perform recess duty. If there are an insufficient number of volunteers, recess duty shall be rotated among the bargaining unit members who are full time in the building. "In lieu of recess duty pay, a teacher may choose to receive compensatory time which is earned at the rate of one (1) day for each five (5) hours of recess duty. The use of comp. time is governed by the restrictions in Article 4, Section F and Article 10, Section B (6).
- G. All teachers shall be entitled to a duty-free uninterrupted lunch hour of thirty (30) minutes or more which shall be equivalent to the lunch hour of the student.
- H. Teachers with non-teaching time during the school day will be permitted to leave their respective buildings when pertinent factors relative to school business are deemed necessary by the teacher. The office will be notified when a teacher leaves during the school day.
- I. During the orientation period at the opening of the school year, time in the program shall be set aside for a meeting of the Association.
- J. It is mutually recognized by the Association and the Board that the principle of the forty (40) hours week cannot be interpreted literally. The parties recognize the principle of a normal forty (40) hour work week exclusive of lunch.
- K. The school calendar of the Fruitport Community Schools is to be published prior to the beginning of the year, establishing dates and times for conferences, institutes, records days, in-service meetings, spring vacation, etc. and any other activity normally a part of the school year. Any changes or additions to school calendar shall be mutually agreed upon. In the event the state reverts back to the 180-day requirement, the calendar will be adjusted accordingly.
- L. It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality educational program practicable for every boy and girl in the school district. For teachers, this includes (1) careful daily preparation; (2) attendance at staff

meetings; (3) and participation in activities of the school. Required evening activities will be discussed with union representation before being added to the schedule.

- M. One (1) teacher professional development day each school year shall be utilized for department (secondary) or grade level (elementary) District-wide meetings.

ARTICLE 6.

TEACHING LOADS AND ASSIGNMENTS

- A. The normal teaching load in the senior high school will consist of an average of four (4) daily teaching periods and one (1) period of preparation, or the equivalent thereof. The normal teaching load at the middle school will consist of an average of four (4) daily teaching periods and one (1) period of preparation for core curriculum teachers. Related academics teachers at the middle school will teach three (3) block periods per day on average with one (1) period of preparation. The term “preparation period” shall be construed to include the use of this period for purposes other than preparation when emergencies arise.

The Association agrees that the purpose of non-teaching time (other than lunch periods) is to permit the teacher to have time during the school day for planning, conferences, preparations for teaching and related teaching functions and obligations concerned with the actual teaching assignment.

The normal teaching load in the elementary schools for classroom and elementary teaching specialists will be approximately 26.5 hours of classroom duties daily, or the equivalent thereof.

Elementary teachers may use for preparation all the time during which their classes are receiving instruction from teaching specialists in the areas of elementary art, music, and physical education, and during the time of the one-half (1/2) hour recess period when the students are under the direct supervision of hired playground aides. In addition, one-half (1/2) hour of the delayed start professional development days will be reserved for personal planning.

Consistent with the above requirements, the Board shall determine the equivalence for employees in the bargaining unit who are assigned to non-classroom duties, such as librarians, guidance counselors, and itinerant personnel, etc. Travel time for all itinerant personnel shall count as contact time.

The class size of an elementary teaching specialist will not exceed that of the elementary classroom teacher whose class they have for instruction (i.e., they will not have more than one teacher’s class during an instruction period). Exceptions will be made to accommodate students from self-contained special education classrooms.

Department chairmen shall be appointed by the Administration and have such released time for their duties as the Administration deems necessary.

B. Elementary Planning Time

The Board and the Association agree that efficient planning of instructional time is important to the success of the school district. To this end the Board and Association agree to encourage, support and assist efforts on the part of teachers, (buildings, teams, etc.), to maximize the effectiveness of their planning time provided, however, that such plans do not reduce instructional time. Plans that call for a modification of contract language must be approved by the Association and Board prior to implementation of pilot or regular efforts.

C. All teachers shall be assigned by the Superintendent to that level of instruction for which they are qualified. Teachers shall not be assigned without their consent outside the scope of their teaching competence, teaching certificates, or major or minor fields.

D. Teachers employed under Extra-Curricular contracts will be notified before June 1 in writing as to whether they will or will not be employed in the same position for the following school year. However, the position may be eliminated at any time.

ARTICLE 7.

TEACHING CONDITIONS

The parties recognize that the primary duty of the teacher is to teach, and the Board and the Association consider it to be a desirable objective to make maximum utilization of the teacher's professional skills to the fullest extent practicable.

A. The Board and Association agree that pupil-teacher ratio is an important aspect of an effective educational program and that class size shall be determined in relation to pupil needs, area of instruction, grade level, and shall strive for as a minimum the recommended personnel-pupil standards of the Michigan Department of Education whenever possible. The Board shall strive to continually improve the pupil-teacher ratio and implement all reasonable means for eliminating overcrowded classrooms whenever such conditions should exist.

The teaching load in the senior high school shall be established or adjusted with reasonable dispatch to a teaching load not in excess of 120 students per day and no section shall exceed 32 students or the number of work stations in instructional classrooms. The same standards will be applicable to the middle school. The provisions of this section shall be subject to reasonable exceptions and deviations during the first three weeks of each semester or other enrollment period, or by reason of the necessity of physical facilities. It is recognized that other exceptions may be desirable whenever it is necessary to work with larger groups of students, such as for example, band and chorus classes, with respect to which the student teacher load may be adjusted to the size that can be accommodated in the school facilities.

In grades K-3 District average of 26 or fewer students per section with no individual class exceeding a maximum of twenty-eight (28) students. In grades 4-5 a District average of

28 or fewer students per section with no individual class exceeding a maximum of thirty (30) students.

If after the third Friday of September the Board determines that it is necessary to exceed the above maximum class loads, the following compensation formula shall be instituted

$$\frac{\text{Teacher's Annual Salary Schedule Amount}}{\text{Maximum Class Load}} \times \frac{1}{181} \times \left(\frac{\# \text{ of students in excess of maximum class size limits}}{\text{membership days in class}} \right)$$

When a special education teacher is placed full-time into a regular education classroom, and that classroom exceeds class size limits, the overage pay would be divided between the two teachers. When a special education teacher is placed part-time into a classroom, only the regular education teacher would receive overage pay (as long as the special education teacher is within state and district mandated caseloads.)

- B. Students who through an IEPC are provided special education services and are in regular non-team taught classrooms shall be distributed as equitably as possible among the various sections building-wide. Modification in class size, scheduling and curriculum design will be considered and implemented as appropriate. The District will provide appropriate materials, training and supportive services for the teacher and the student as identified in an IEPC.
- C. Under no conditions shall a teacher be required as a part of the work of a teacher to drive a school bus.
- D. To the extent practicable, the Board of Education will make available in each school building adequate lunchroom, rest-room and lavatory facilities exclusively for teacher use (including use by school employees not within the bargaining unit), and at least one room, appropriately furnished and maintained, which shall be reserved for use as a faculty lounge.
- E. Teachers shall be permitted to place out-going non-toll calls on the school telephones in their buildings but it is expected that personal, non-emergency calls will be held to a minimum.
- F. Parking Facilities - Designated parking facilities shall be made available to teachers and other employees of the system. The Board shall assume no liabilities in respect to parking facilities.
- G. In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages will be installed at the request of the Association, the proceeds to be used for the existing Teachers Scholarship Fund. The location of these vending machines shall be subject to approval by the Board.
- H. Secondary and elementary teachers shall have a minimum of three (3) records days per school year. Special education teachers and Kindergarten teachers may be granted

additional records days if the Board determines it is necessary for the teachers to complete their special duties. The purpose of a records day is to complete student records and no meetings (staff, curricula, grade level, etc.) shall be scheduled for these days.

- I. Every teacher in both elementary and secondary schools shall be provided with the necessary teaching equipment, such as a file for teaching records, a desk, and access to a computer.
- J. Notwithstanding their employment, 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.
- K. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status, sexual orientation or membership or non-membership in an association or non-association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.
- L. Student teachers will not be used as substitute teachers unless prior approval is obtained from the critic teacher and the student teacher. Elementary teaching specialists and/or special education teachers will not be used as substitute teachers unless no substitute teacher is available.
- M. No secondary classroom teacher will be given more than two (2) non-teaching periods per school day, except with the consent of the teacher involved.
- N. Phones will be furnished in teachers' lounges. All long distance calls shall be made through the office phones. Any long distance calls placed through the lounge phones will be tabulated and the Association agrees to pay all costs.
- O. Act of God Days

- 1. In the event that a scheduled student attendance day is canceled due to inclement weather, problems with the physical plant, or any other condition, including health and safety concerns, teachers shall not be required to report to work and shall suffer no loss of pay. Likewise, later reporting times and earlier leaving times shall not cause any loss of pay.

Should conditions cause a closing of the schools during a school day, teachers shall remain in school until the students under the direction of the teacher have left school and no further safety factor can be rendered by the teacher.

In the event that scheduled student attendance days are canceled to the extent and result that said cancellation causes a reduction in the amount of "State Aid"; then the minimum number of days shall be rescheduled in the following order:

- (1) February mid-winter break day(s), if any

- (2) Good Friday (if not scheduled)
- (3) Day(s) at the end of the school year.

Teachers shall not be paid extra for the make up days unless the teacher was not paid for the corresponding day that was canceled.

- P. The Board shall provide substitutes for all elementary art, music, and physical education teachers in the event of their absence, and if a substitute teacher is available.

ARTICLE 8.

VACANCIES

- A. *For the purposes outlined in Article 8 (Vacancies), Article 9 (Transfers), Article 10 (Sick Leave and Leaves of Absences), and Article 13 (Lay Off and Recall) the term “Vacancy” shall be defined as follows: “A newly-created position or existing position that the Board intends to fill provided that there is no one on layoff, returning from an approved leave of absence, or is displaced who is qualified for the position.” Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association President and posting a copy of the notice in every school building. The posting shall indicate the position open and the school building in which the job is located. The posting shall remain up at least five (5) consecutive days, exclusive of Saturday, Sunday and holidays, and shall have an expiration date. During that period of time any teacher may apply in writing for the position.*
- B. A “professional position”, for purposes of this Article, shall mean any bargaining unit position except Extra Curricular positions.

The vacancy must be of a permanent nature. A permanent vacancy subject to posting shall be a newly created position in the bargaining unit or a position which the Board intends to fill *caused by the filling of a vacancy outside of that described in paragraph D.* hereof, the resignation, retirement, dismissal or death of a teacher or by leave of absence of more than a full school year.

- C. *In filling such vacancies the following rules shall govern:*

- (1) *If no application for the vacancy is received from a qualified teacher on the staff within five (5) days of the time it was posted, the Board may fill the position from any source.*
- (2) *If two or more applications are received, the Board shall first ascertain if the applicants are qualified. If only one qualified person applies she/he shall receive the job. If more than one applicant is qualified then the applicant most qualified shall be awarded the job except as provided in paragraph E below.*
- (3) *“Qualified” shall include such criteria listed in the posting for the specific position to be filled and may include such things as type of education, degrees and certificates held, type, length and recency of experience and training*

including with other employers, evaluations, teachers who have earned Highly Qualified status as defined by NCLB, and finally, when all applicants are substantially equal, years of continuous service with Fruitport.

- D. Any vacancy for which the posting period ends after the first teacher day of the school year shall be posted and the position awarded. However, the actual relocation of the teacher awarded the position shall occur at the start of the next school year, provided that such position is still available. If said position is not available, the teacher shall retain his/her current position. Exceptions to the above must have the mutual agreement of the Association and the Superintendent of Schools. Any resulting temporary vacancy shall be filled from the layoff list in accordance with the provisions set forth in Article 13.*
- E. Whenever there is a qualified applicant from the same school building in which the vacancy occurs and the qualifications of all the applicants are substantially equal, then the applicant in the building shall have preference.*
- F. Extra Curricular positions shall not be subject to any section of this Article except the posting procedure in Section A.*

ARTICLE 9.

TRANSFERS

- A. Definition: For the purpose of this Article the word “transfer” shall mean a change in:
 - 1. Building Assignment*
 - 2. Grade level assignment in grades Young 5’s - 5*
 - 3. Subject area assignment*
 - 4. Non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc.*
 - 5. Special Education assignment such as learning disability, emotionally impaired, etc.**
- B. The Board of Education will minimize unrequested transfers of teachers.*
- C. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted as provided in Vacancies.*
- D. Probationary teachers are allowed only one voluntary transfer and not until the completion of the teacher’s second year with the district, unless mutually agreed upon with administration.*
- E. In the event unrequested transfers of teachers become necessary, the Administration shall determine which teacher among those certified and qualified (as defined in Article 13, Layoff and Recall) shall be transferred according to the following criteria and order:*

1. *Teacher willingness to accept transfer.*
2. *Previous unrequested transfers in the last five (5) school years,*
3. *Years of service.*

ARTICLE 10.

SICK LEAVE AND LEAVES OF ABSENCE

- A. Definition of Terms. “Immediate Family” shall include father, mother, husband, wife, child, sister, brother or other member in the immediate family who has stood in the same relationship with the employee as any of these.

“Relative” shall include grandparent, parent-in-law, grandchildren, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

“Per Diem Basis” shall be that amount obtained by dividing the contractual salary by 1/number of teacher days/year.

- B. Sick Leave.

- (1) At the beginning of each school year, each teacher shall be credited with thirteen (13) days of leave, the unused portion of which shall accumulate from year to year up to 250 days. Summer school teachers shall be granted one (1) day usage per summer for personal illness which shall be deducted from the teacher’s accumulated sick leave.
- (2) Employees who are contracted after the beginning of a given year shall be granted, for the balance of that school year, as many sick leave days as there are school months, or major fractions thereof, remaining in the school year.
- (3) Employees who are unable to begin a new contract year because of personal illness or injury, shall be allowed to draw upon previously accumulated and the current year’s sick leave until it is depleted or until resumption of assigned work.
- (4) Disability associated with pregnancy, miscarriage or childbirth shall be treated as any other disability. To the extent and at the time that the teacher has medical information indicating her last day of work prior to delivery and her first available date for work after delivery, such information shall be furnished to the administration.
- (5) Any tenure teacher whose personal illness extends beyond the period compensated for by sick leave pay shall be granted a leave of absence without pay.
- (6) Each teacher will be allowed to use three (3) of his/her days of leave per year for personal business. These days must be used in full-day increments, unless the day used is a scheduled one-half (1/2) day of school. A personal business leave day shall not be granted for the day preceding or the day following holidays or

vacations, and the first and last days of the school year. No more than one (1) personal business leave day may be used during the last four (4) weeks of the teaching calendar year. Personal leave or combination of leave (use of comp. time) may not exceed three (3) consecutive days. Exceptions may be granted by the Superintendent.

- (7) A teacher may use sick leave to make up the difference between the allowance under the Workers' Compensation Act and his/her regular salary. The sick leave will be deducted on a pro rata basis.
- (8) Effective the 2003-2004 school year, an eligible employee may on a once-a-year basis elect to convert up to a maximum of ten (10) sick leave days into a year-end bonus at the rate of \$50 per day. To be eligible for such a bonus, an employee must maintain a balance of at least ninety (90) accrued sick leave days in his/her account after the conversion of the sick days. Requests for bonus payments shall be given to the District in writing and be signed by the employee no later than December 1 each calendar year. Payment of the bonus shall be made during December.

C. In addition to personal illness or injury, sick leave may be used for illness in the immediate family.

D. Leaves of absence with pay, not chargeable to sick leave, shall be granted for:

1. At the beginning of every school year, the Association shall be credited with a total of ten (10) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association shall have the option to purchase up to ten (10) additional days at the daily substitute teacher pay rate for each day. The Association agrees to notify the Board in writing, no less than forty-eight (48) hours of the date for intended use of said leave (non-accumulative).
2. Absence when teacher is called for jury service or National Guard duty. This shall be limited to twenty (20) work days. The teacher shall receive their regular salary and the teacher shall pay to the school district the amount received from the Court for jury service.
3. Court appearance as a witness in any case connected with the teacher's employment or the school, provided that the matter does not involve proceedings brought against the Board or the District by the teacher or the Association.
4. Approved visitation at other schools or for attending educational conference or conventions. The number of teachers allowed to leave at any one time will be within the discretion of the administration.
5. Leaves of absence with pay shall be granted for death as listed below. This shall not be charged against accumulative sick leave.
 - a Not more than five (5) days caused by death in immediate family.

- b Not more than three (3) days caused by death of relative.
 - c Not more than one (1) day for the death of a grand-parent-in-law, aunt, uncle, niece, nephew, first cousin, or ex-spouse.
6. Paternity. "No more than fifteen (15) consecutive days chargeable to a teacher's sick leave will be used for a spouse birth of a child."
- E. Leave of absence without pay shall be granted for:
1. An unpaid leave of absence shall be granted upon request to any teacher for the purpose of child care. Said leave shall commence no sooner than 30 calendar days following the request of the teacher. It is further provided that:
 - a The initial leave period may be for the duration of the semester when the leave commences plus the following semester.
 - b A pregnant teacher may commence said child care leave after the birth of the child and she is physically able to adequately perform her teaching responsibilities.
 - c The leave of absence may be terminated upon the mutual agreement of the teacher and the Board.
 - d Child care leaves for other than a new born child or a seriously ill child shall be subject to the following additional conditions: After the initial leave period, any additional child care leave within the next seven (7) years shall be at the Board's discretion and the teacher shall be returned from the additional child care leave as if they were on layoff status.
 - e Teachers must notify the Board in writing at least ninety (90) calendar days before the teacher intends to return to work.
 - f Child care leaves for other than a newborn child shall be limited to no more than three (3) teachers on leave at any one time.
 2. Up to two years to any tenure teacher who joins the Peace Corps as a full-time participant in such program. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in Article IV of this Agreement.
 3. The purpose of performing duties for the Association to teachers who are officers of the Association or are appointed to its staff. Teachers given leaves of absence without pay for performing duties for the Association shall receive credit toward annual salary increment on the schedule appropriate to their rank.
 4. Military leave to any regular employee who may enlist, be conscripted into the defense forces of the United States for service or training or is called up to active duty. He/she shall be reinstated to his/her position in this school system with full credit including the annual increment(s) under the salary schedule, upon written request supported by competent proof that said applicant is fully qualified to

perform the said duties of said position. The application for reinstatement shall be made within the time after discharge or release from military service provided in the Uniform Services Employment and Reemployment Rights Act. The Association and the Board agree to abide by all local, state or Federal laws pertaining to re-employment of employees who perform service in the uniformed services.

5. Study related to the teacher's license field.
 6. Study to meet eligibility requirements for a professional-related license other than that held by the teacher.
 7. Study, research or special teaching assignment involving probable advantage to the school system.
- F. The parties recognize that proper staffing requires as much notice as possible from the teacher on leave who does not intend to return to the staff. Accordingly, such teachers will, when possible, give notice to the Board of Education prior to March 1 of any year, of their intention to leave the staff.
- G. Unless provided for elsewhere in this Agreement:
1. Teachers returning from any approved leave of absence of less than ninety (90) consecutive days in duration shall be returned to the same position, either immediately upon return or by the beginning of the next school year. If the position has been eliminated, they shall be assigned to a position for which they are qualified.
 2. Teachers returning from any approved leave of absence that is ninety (90) consecutive days or more in duration up to a maximum of one year, shall be assigned to a teaching position for which they are qualified.
 3. Teachers returning from any approved leave(s) of absence over one (1) year in duration shall be returned as if they are on layoff status.
- H. Only under extenuating circumstances will leaves of absences be used to extend vacation periods. Any requests to do so will be evaluated on a case by case basis by the superintendent, whose decision on each case will be final and non-grievable.

ARTICLE 11.

TEACHER EVALUATION

- A. *The Association and the Board of Education agree that the evaluation of the work of teachers is the responsibility of the administration.*
- B. *All monitoring or observation of the work performance of a teacher shall be conducted openly. However, when modern technological devices such as intercoms are used to evaluate, it must be with the full knowledge and consent of the teacher.*

- C. The District shall maintain one (1) official personnel file for each teacher. A teacher shall have the right to review the contents of his/her own personnel file. A representative of the Association may be requested to accompany the teacher in such review. Privileged information such as credentials and other related personal references are exempted from review and shall be removed by the administrator in charge prior to the review by the teacher.
- D. Each teacher, upon his/her employment or at the beginning of the school year, whichever is later, shall be given a copy of the evaluation instrument to be used in his/her evaluation.
- E. *Each probationary teacher shall have a minimum of one (1) formal full cycle written evaluation a year completed on or before March 29 of the current school year. A full cycle shall consist of two (2) formal observations with written feedback at least 60 calendar days apart, two (2) informal observations with written feedback and a summative evaluation. The first formal observation will occur on or before November 1. Other than the first year, an IDP shall be completed each year on or before October 1 with debriefing and analysis for current year and planning begun for the following year completed on or before March 29.*

Each tenure teacher shall have a minimum of one (1) formal full cycle written evaluation each three (3) years. The full cycle for a tenured teacher will be the same as the full cycle for non-tenured except the summative must be completed on or before May 15.

Upon mutual agreement between evaluator and evaluatee a modified cycle may be implemented. A modified cycle consists of four (4) informal observations with written feedback and a summative evaluation. In addition, upon mutual agreement between evaluator and evaluatee, a teacher may choose to complete a Focused Evaluation as outlined in the evaluation tool.

In the years a tenure teacher is not on cycle, he/she shall work with his/her principal to complete the IDP process as previously described.

Each evaluation must be preceded by an observation in the classroom of at least thirty (30) minutes. Following the classroom observation, the evaluation form shall be reviewed in conference between the Principal and the teacher. The form shall be signed by the Principal and the teacher.

Upon completion of the principal-teacher conference, copies of the written evaluation shall be provided the teacher.

- F. *No later than April 1 of each probationary year, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing year, will be furnished by the administration to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. In the event a teacher is not continued in employment, the Board will advise the teacher of the specific reasons therefore in writing with a copy to the Association.*

- G. No complaints against a bargaining unit member, including but not limited to, student, parental or school personnel complaints, originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the complaint.
- H. Teachers shall have the right to submit a written response to any document, including evaluations and reprimands, entered or contained in their personnel file, which shall be attached to the document.
- I. If a teacher is asked to sign material placed in his/her personnel file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. If a teacher refuses to sign material to be placed in their personnel file, the Association shall be informed and the Association shall secure the signature of the teacher.
- J. *If an evaluator finds a teacher lacking, the reasons therefore shall be set forth in specific terms as shall an identification of the ways in which the teacher is to improve and the administrative assistance to be given. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place. Each teacher's evaluation shall include at the conclusion of the report, the statement: "Considering all factors, the work performance of this teacher is ___ satisfactory; ___unsatisfactory (check one)."*
- K. A teacher shall be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance, when such reprimand, warning or discipline shall become part of the teacher's personnel file. Representation may also be requested when a teacher is asked to meet with an administrator when such meeting may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. The teacher and representative must appear before the requesting administrator within twenty-four (24) hours.
- L. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage *without just cause* in a manner that would be considered legally arbitrary and capricious. Any such discipline, reprimand or reduction in rank, compensation or advantage, *including a claim of failure to follow established evaluation procedures*, shall be subject to the grievance procedure herein-after set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

ARTICLE 12.

PROTECTION OF TEACHERS

- A. All of the rights granted to teachers in any or all of the Sections of this Article, entitled "Protection of Teachers", are subject to the condition precedent that the teacher shall have conducted himself or herself in accordance with established policies, practices or

rules of the Board of Education with respect to the maintenance of control and discipline in the classroom or elsewhere while the teacher stands in loco parentis to the pupil.

The Board of Education recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Such policies, practices and rules respecting reasonable control and discipline, support and assistance, as established by the Board of Education, will be applied to all teachers without discrimination. It shall be the responsibility of the teacher to disclose promptly in writing to the principal, or other administrator designated by the Board, any conduct of a student during any period when the teacher is in control of the student which may cause the teacher reasonably to believe that the student is emotionally disturbed; and it shall likewise be the responsibility of the teacher to disclose promptly in writing to the principal, or other such administrator, the desire to revoke any such report, whenever it reasonably appears to the teacher, who has filed such a report, that the report was filed by mistake or in error, or that the teacher otherwise reasonably believes that the student was not emotionally disturbed, or that it is not likely that the student will again become emotionally disturbed.

Whenever it appears to the Administration that a particular pupil required the attention of special counselors, social workers, law enforcement personnel or other professional persons, selected by the Administration in accordance with the policies, practices and appointments established by the Board, the Administration will take reasonable steps to relieve the teacher of responsibilities with respect to such student during the period, if any, that it is reasonably determined by the Administration that such student should be withdrawn from the responsibility of the teacher. If there should be any question respecting whether or not the Administration has acted reasonably thereon, and in accordance with such policies, practices and appointments, the issue thereon may be a matter of grievance under this Agreement. The provisions of this paragraph shall be construed consistently with the statutory obligations of the Board of Education, including, among others, the laws respecting compulsory school attendance, and with due regard for the relationship of the public schools to the Probate Court.

- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authority. Time lost, by reason of any unjustified assault, shall not be charged against the teacher as sick leave.
- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the teacher may request assistance of the Board in such a matter. These requests shall be made in writing to the Board who shall make a determination as to whether the conduct of the teacher making such request justifies any assistance from the Board and the extent thereof.
- D. The Board of Education will reimburse the teacher for the lesser of the cost of repair or the fair market value of clothing or other personal property, which a teacher customarily is expected to bring to the premises in the performance of teaching duties, provided such clothing or such other property is lost, damaged or destroyed by wrongful act of any person on the school premises or while the teacher stands in loco parentis to the pupil,

provided that the loss, damage or destruction is not wholly or in part due to the teacher's own negligence, or violation of the Board's rules, practices or procedures, and provided, further, that no reimbursement will be made for normal wear and tear.

- E. Any complaint by a student or a parent of a student directed toward a teacher shall be called to the teacher's attention only if (a) considered serious by appropriate administrator; (b) if written into the teacher's personnel file; or (c) if used as a basis for reprimanding teacher.

In handling future complaints, no complaint shall be used except those meeting the above requirements. The teacher shall be supplied with the name of the student or parent making the complaint.

- F. The Board will maintain Worker's Compensation for teachers in accordance with the laws of the State of Michigan.

ARTICLE 13.

LAY OFF & RECALL

- A. For the purpose of this article the following definitions shall apply:

1. Personnel reduction or layoff shall mean a reduction in the bargaining unit staff.
2. "Years of service": Shall be defined as continuous and uninterrupted years of service in the bargaining unit covered by this Agreement. Leaves of absence, with or without pay, and absence due to lay-off are not to be considered a break in service nor shall they count toward longevity.
3. Any period of time spent on lay-off or leave of absence shall count as years of continuous service, only for the purpose of this Article (Layoff & Recall).
4. Experience at less than the full teaching load shall count as if the experience was at the full teaching load, but only for the purpose of this Article (Layoff and Recall).
5. Tenure shall mean that status as achieved and defined in Section 1 of Article III of P.A. 1937, Extra Session, No. 4, as amended (CL38.91).
6. "Probation or probationary teacher" shall mean that status as achieved and defined in Sections 1 and 2 of Article II of P.A. 1937, Extra Session, No. 4, as amended.
7. "Fully qualified and fully certificated teachers" shall be defined as follows: "Teachers who have earned a provisional or continuing teaching certificate in a given subject area, and are qualified under NCLB."
8. The assignment of teachers to related areas means areas within their major or minor field and provided they have earned the minimum credit hours required by NCLB or other certification requirements.

- B. The Board shall maintain an up-to-date seniority list of all employees in the bargaining unit covered by this Agreement. The seniority list of teachers shall reflect the following information: Last date of hire (date of employee acceptance of position), degrees held, majors and minors, certificate held, transferred credited years allowed, and tenure status. The updated seniority list shall be forwarded to the Association by November 1 of each year.

All previous seniority rights up to the 1979 - 1980 school year will remain the same, with the new contractual wording taking effect only since the ratification of the 1979 - 1981 Master Agreement.

- C. *A teacher may displace a special education teacher only if he/she is qualified, has greater seniority and possesses equivalent or superior certification than that of the special education teacher.*
- D. *In the event of a reduction in personnel, the Board agrees to give notice as soon as possible to the Association of its intent to do so. Individual teachers affected will be notified in writing as soon as is practicable. The Board shall also give such further notice as is required by law.*
- E. *To effect a reduction in personnel, the following order shall govern:*
1. *Probationary teachers with the least number of years of service shall be laid off first, provided there are remaining fully qualified and fully certified teachers to replace and perform the needed duties of the laid off teachers. Duties performed on extra-curricular positions listed in Appendix B are not considered "needed duties."*
 2. *If further reduction is to occur, then tenure teachers with the least number of years of service shall be laid off first, provided there are fully qualified and fully certified teachers to replace and perform the needed duties of the laid off teachers. Duties performed on extra-curricular positions listed in Appendix B are not considered "needed duties."*
 3. *The above lay off procedure and the recall procedure below:*
 - a *shall not cause the involuntary assignment or transfer of a teacher into a Special Education position.*
 - b *shall allow the teacher who is reassigned or transferred to take a voluntary lay off.*

The Board will use lay-off/recall procedures as dictated in law but agrees to consult the Association

- F. *In the event that two or more teachers have the same years of service, if not all of them are to be laid off, the Board shall retain that teacher or teachers with the earliest date of hire with the district, then on the basis of the number of years of teaching experience and finally, if necessary, a selection procedure agreed to by the Board and the Association shall be applied.*

“Earliest date of hire with the district” shall refer to the date on the original (initial) contract. In the event the contract is not specifically dated, the second provision of this paragraph shall be observed, then the third.

G. Teachers on lay off shall be recalled *in the order of most seniority, provided the teacher is fully qualified and fully certificated for a bargaining unit position and the recall of the teacher allows the Board to assign all teachers to a position for which they are fully qualified and fully certificated.* The Board may rely upon the last known address of the teacher. Notice of recall shall be in writing by certified mail, return receipt requested. The Association grievance chairperson shall also be provided with a copy of each recall notice, either by hand delivery or by certified mail, return receipt requested. If there is no acceptance of the recall within ten (10) calendar days of the date of the delivery of the notice or the date of the attempt by the U. S. Post Office to deliver the notice, the right to that specific position shall be forfeited. A laid off teacher refusing recall and/or failing to respond to a recall notice (within the time limit provided above) for the second time shall be considered a voluntary quit with no further recall rights; provided that:

1. The notice procedure was complied with by the school district, and
2. Any recall notice received after June 30 by a teacher under an individual contract at that time with another Michigan public school district shall not be counted as a second refusal of recall, and
3. Recall was to a full time position the teacher was fully certified and fully qualified to fill.

Due to the possible loss of all further recall rights, laid off teachers are hereby advised to keep the administration and Association advised of where they can be reached in the event of a recall opportunity.

A laid-off teacher wishing to move from an elementary to a secondary position or vice-versa, or to a special education position, must notify the Board by August 15 of the year they wish to assume this position, with the proper credentials in hand. If these conditions are not met, they must wait until the following year to do so. They will then be given the opportunity to apply for a position in the new area.

To clarify the term “proper credentials” for the purpose of presenting evidence of re-certification, the following criteria will be used:

1. A valid certificate issued by the Michigan Department of Education showing the endorsed level or specialized area for teaching in grades K through 12.
2. A letter from the office of the Registrar of the institution where coursework was taken to qualify for re-certification. The letter must specially state that qualifying course work has been successfully completed, the institution recommends certification, and will file the proper forms to the Michigan Department of Education. The letter also must indicate the level of certification - elementary or secondary and any specialized endorsement for K -12.

3. Either item 1 or 2 above applies to an individual who presently has a valid teaching certificate but is seeking a specialized endorsement. Evidence of re-certification or additional endorsement must be presented at the office of the Superintendent on or before August 15 if any change in employment status for the ensuing school year is to be made.
- H. No teacher shall receive seniority credit for the layoff time beyond thirty (30) months after his/her layoff.
- I. Reduction of a position by the Board from full to part time shall be considered a partial layoff. Remaining in the reduced position shall not affect the teacher's right of recall to a full time position.
- J. Refusal or acceptance of a position that is not equivalent in time to the position previously held shall not affect a teacher's recall rights.

ARTICLE 14.

NEGOTIATION PROCEDURES

- A. Not later than the June 1st prior to the expiration of the contract, both parties agree to commence negotiations on a successor agreement.
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiated or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Employees Relations Commission, which may include Fact Finding.

ARTICLE 15.

GRIEVANCE AND ARBITRATION PROCEDURES

- A. DEFINITIONS
 1. Grievance. A "grievance" is a claim based upon an event or condition which affects the hours, wages, terms or conditions of employment of a teacher or group of teachers and/or which draws into question the interpretation, application or meaning of the provisions of this Agreement.
 2. Aggrieved Person. The "aggrieved person" is the person or persons making the claim and may be a teacher, a group of teachers, or the Association.

3. Designated Representatives of the Board. The designated representative of the Board shall mean the principal in each school building except that if the grievance arises in more than one school building, the designated representative of the Board shall mean the Assistant Superintendent of the Schools in charge of personnel. The Board may change the designated representative by giving ten (10) days prior written notice to the President and designated representative of the Association. Such change shall not affect any grievance in process.

4. Designated Representative of the Association.

The designated representative of the Association shall mean the grievance chairman of the Association who has been given authority to receive grievances on its behalf. The President of the Association must, in writing, supply the name of this party to the Board before the Board has a duty to deal with him/her. The Association may change or add a designated representative by giving ten (10) days prior written notice to the Board. Such change shall not affect any grievance in process.

5. Designated Alternate. Either party may designate an alternate representative to act in the temporary absence of the regular representative. Such designation shall not affect any grievance in process.

6. Days. The term “days” when used in the section shall, except where otherwise indicated, mean working days, i.e., days the administrative building is open for business.

B. PURPOSE AND POLICY

1. The purpose of this procedure is to secure, as soon as possible, equitable solutions to problems involving the welfare or working conditions of a teacher or teachers or to problems which draw into question the interpretation or meaning of the provisions of this Agreement. To better effectuate these policies, both parties agree that all proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

2. It is important that grievances be processed through the steps as rapidly as possible. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. If the Association as the moving party fails to comply with the time limit, the grievance shall be considered settled on the basis of the Board’s last written answer to the grievance. If the Board as the responding party fails to comply with any time limit at any step, the grievance shall automatically pass to the next step in the grievance procedure. The parties may however, agree to extend the time limits at any step.

3. Nothing herein contained shall be construed as limiting the right of any individual teacher to present grievances to school officials and/or the Board and to have those grievances adjusted without the intervention of the Association, except that

the adjustment shall not be inconsistent with this Agreement and the Association shall be given the opportunity to be represented at such adjustment.

C. All grievances shall be handled in accordance with the following procedure:

1. Step One. The aggrieved person shall reduce the grievance to writing together with a proposed solution thereto and shall deliver a copy of the grievance to the designated representative of the Board and to the designated representative of the Association.

Within ten (10) days of the receipt of the grievance the designated representative of the Board shall meet with the Association's designated representative in an effort to resolve the grievance. The aggrieved person, at his/her discretion, may be present at such meeting. Within five (5) days of the above meeting the designated representative of the Board shall deliver a written answer to the grievance to the Association's designated representative either granting or denying it and if it is denied, stating the reasons for denial.

2. Step Two. In the event the grievance is not satisfactorily resolved at Step One, the Association's designated representative, within five (5) days of his/her receipt of the answer, may transmit the grievance in written form together with a proposed solution to the Assistant Superintendent of Schools in charge of personnel unless she/he received the grievance in the first instance in which case this step shall not apply.

Within ten (10) days of the receipt of the grievance the Assistant Superintendent shall meet with the Association's designated representative in an effort to resolve the grievance. The aggrieved person, at his/her discretion, may be present at such meeting. Within five (5) days of the above meeting the Assistant Superintendent shall deliver a written answer to the grievance to the Association's designated representative either granting or denying it and if it is denied, stating the reasons for denial.

3. Step Three. In the event the grievance is not satisfactorily resolved at Step Two the Association's designated representative, within five (5) days of his receipt of the answer, may transmit the grievance in written form together with a proposed solution thereof to the Superintendent of Schools. Within ten (10) days of the receipt of the grievance the Superintendent shall meet with the Association's designated representative in an effort to resolve the grievance. The aggrieved person, at his/her discretion, may be present at such meeting. Within five (5) days of the above meeting the Superintendent shall deliver a written answer to the grievance to the Association's designated representative either granting or denying it and if it is denied, stating the reasons for denial.

4. Step Four. In the event the grievance is not satisfactorily resolved at Step Three, the Association's designated representative within five (5) days of his receipt of the answer, may transmit the grievance in written form together with a proposed solution to the Secretary of the Board. The Board, at the next regular meeting following receipt of the grievance by the Secretary of the Board will consider the

grievance and will give its answer in writing within five (5) days after the date of such regular meeting.

5. Step Five. Arbitration.

In the event the answer by the Board is not satisfactory to the Association, then within thirty (30) calendar days following the date of receipt of the Board's answer the Association only, and not an individual teacher, may file a demand for arbitration of the dispute to the American Arbitration Association with a copy of the demand delivered to the Superintendent, all pursuant to the following rules and conditions:

- a The grievance shall relate solely to the application and interpretation of the terms and conditions of the Collective Bargaining Agreement.
- b The Arbitrator shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of the Agreement and he shall have no authority to hear or rule upon any of the following;
 - (1) Any matter within the jurisdiction of the Teacher's Tenure Act (PA 1937, Extra Session No. 4, as amended);
 - (2) Any matter involving the Board's discretion in the expenditure of funds for capital outlay;
 - (3) The fixing or establishment of any salary schedule;
 - (4) The termination of or decision not to reemploy or decision to continue on probation any probationary teacher;
 - (5) Evaluation of teachers, unless it is a claim of failure to follow established procedures.
- c The decision of the Arbitrator shall be final and binding.
- d If a request for arbitration is filed by the Association, the parties shall promptly select by mutual agreement one (1) arbitrator who shall decide the grievance. If no agreement is reached, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules. The parties shall be bound by the rules of the American Arbitration Association.
- e Only one grievance shall be heard by an arbitrator at any one appointment.
- f The costs and expenses of the arbitrator shall be shared equally by the parties.
- g Any grievance not taken to arbitration within the above stated time limits shall be deemed settled based upon the Board's last answer.

NO STRIKE CLAUSE

During the term of this Agreement, the Association agrees that neither its officers, agents or members shall authorize, engage in, condone or ratify a strike over any matter which is a proper subject for arbitration. A strike shall be defined to include slowdowns, boycotts, picketing, work stoppage of any kind including "mass" sickness, and other connected or concerted activities having the effect of interrupting work or interfering with the normal school business.

The Association shall not be liable for any violation of this Article, providing that it has taken the following action:

1. Issues to the Board within 24 hours after such strike commences a written disclaimer of any responsibility for such action.
2. Notifies the teachers involved, in writing, with copies to the Board, that their action is in violation of the contract and will subject them to immediate discharge.
3. Takes such other action as may be reasonable and necessary to assure a prompt restoration of service.

Any teacher who willfully violates any of the above provisions may be disciplined forthwith, up to and including discharge, without recourse to any grievance procedure.

ARTICLE 16.

MISCELLANEOUS PROVISIONS

- A. The Board agrees to endeavor at all times to maintain an adequate supply of degreed guest teachers. The Administration, contracting with outside vendors, shall provide both internet and telephone based reporting to teachers for guest teacher coverage. Teachers shall request coverage through this system. In order to assist obtaining guest teachers, teachers are to report unavailability for work as soon as possible, and if circumstances permit, no later than 6:00 A.M. of the day to be absent.
- B. The FEA shall be responsible for printing the contract. The Board shall inform the FEA of the number of copies desired by the Board and shall reimburse the FEA for the cost of the copies requested by the Board. The cost shall be based on a prorated per copy cost based on 300 copies.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. This Agreement shall supercede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supercede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.

ARTICLE 17.

EXTENDED EMPLOYMENT

Any teacher with twelve or more years of experience may enter into a contract for extended employment to work and be paid for 30 days per year for three years. Extended employment shall be in addition to the teacher's customary duties for the school district and shall take place outside of the teacher's regular work schedule. The length of the work day for each of these days shall be no greater than the regular teacher work day during that respective fiscal school year. The Superintendent and teacher shall mutually agree upon a work schedule that does not exceed the foregoing number of work hours. The teacher shall be directed and supervised by the Superintendent or his/her designee. Interested teachers shall apply in writing to the Superintendent by October 1 of the school year in which they desire to start the three year program. The Board reserves the right to assign and schedule duties in accordance with the District's needs. The teacher will be paid \$100.00 per diem. No teacher shall be granted the provisions of this Article more than once except at the total discretion of the Superintendent.

ARTICLE 18.

MENTOR TEACHERS

- A. In accordance with Section 1526 of the Michigan School Code a teacher mentor program will be implemented for the first three years of employment for each teacher beginning his/her first teaching assignment after July 1, 1994. The purpose of this program is to coach and nurture a new teacher by offering assistance, resources and information in a non-threatening collegial fashion toward the end of establishing a quality work performance. All bargaining unit members will be given an opportunity to apply to serve as a mentor. (See Appendix G for application form)
- B. The mentor teacher:
- shall have at least four years of satisfactory teaching experience, shall have attained tenure in a Michigan school district and be a successful and effective educator.
 - shall be appointed by the building principal and approved by the superintendent on an annual basis.
 - shall have training and/or experience commensurate with qualifications listed on the job posting for which the new teacher was hired; or be willing to acquire such training along with the new teacher where appropriate. For example, qualifications for a given teaching license endorsement may be an exception.
 - shall be a voluntary assignment for one year. Based on a review by the administration, the mentor and the new teacher, it will be determined whether the assignment will continue into the following year.

- shall maintain a confidential mentor-mentee relationship and neither shall, in any fashion, be included in the evaluation process of the other. Nor shall either testify for either side in a grievance, administrative or tenure hearing.
- shall participate in training for mentors and be committed to filling the role of mentor effectively.
- shall be granted release time, up to five half-days per school year, to support the goals of the mentoring process during the school year.
- shall be remunerated for the services rendered per compensation worksheet.

C. The Board and the FEA shall hold ongoing dialogue at least annually to help refine the new teacher induction process.

D. Role of the Mentor Teacher

The purpose of the new teacher mentoring program is to coach and nurture a new teacher by offering assistance, resources and information in a non-threatening collegial fashion toward the end of establishing quality work performance.

In order to accomplish this purpose, the responsibilities of the mentor shall include a variety of activities such as those listed below:

- model successful and effective educational practices.
- participate in training for mentors and be committed to filling the role of mentor effectively.
- maintain a confidential relationship with the new teacher and not participate in the evaluation process.
- meet at least one time per grading period with principal and the mentee to arrange for release time and review activities to date related to the mentoring process.
- review qualifications of job posting for which the new teacher was employed and assist and advise the new teacher in attaining these qualifications.
- answer questions regarding site-level processes, procedures and routines.
- assist and counsel the probationary teacher in professional matters.
- advise new teachers about lesson planning, teaching strategies, approaches to discipline, and other pertinent issues that might arise.
- remind new teachers of pending deadlines and provide advice to expedite meeting such deadlines.
- advise new teachers about effective relationships with parents and particularly about how to work with parents in addressing student problems.

- assist new teachers in establishing routines for such matters as making up tests and homework.
- provide words of encouragement during difficult times.
- meet regularly to maintain communication.
- address other perceived needs as they appear
- maintain a log or journal of mentor activities and meetings.

E. Minimum Mentoring Activity

	<u>1st Year Mentor</u> (4 % stipend)	<u>2nd Year Mentor</u> (2 % stipend)	<u>3rd Year Mentor</u> (2% stipend)
Personal Contact Hours	Weekly Average = 30 minutes Yearly Average = 18 hours	Weekly Average = 20 minutes Yearly Average = 12 hours	Weekly Average = 15 minutes Yearly Average = 9 hours
District Level Meeting Hours	6 hours per year	4 hours per year	3 hours per year
*Total Minimum Hours	24 hours per year	16 hours per year	12 hours per year

F. Training Per Administrative Direction

Mentors will participate in mentor training programs established through the school district and the MAISD. Additional training will be provided based upon the needs of the mentor and the person he/she is mentoring. The registration cost of the training program will be paid for by the Fruitport Community Schools.

ARTICLE 19.

DURATION OF AGREEMENT

This Agreement shall be effective on September 14, 2011 through August 23, 2013. The modifications to all provisions are effective the date this Agreement is ratified by both parties or on the date specifically indicated in this Agreement.

FRUITPORT COMMUNITY SCHOOLS
BOARD OF EDUCATION

FRUITPORT EDUCATION
ASSOCIATION, MEA-NEA

By _____
President

By _____
President

By _____
Secretary

By _____
PN Chairperson

By _____
Treasurer

By _____
PN Team Member

By _____
Trustee

By _____
PN Team Member

By _____
Trustee

By _____
PN Team Member

By _____
Trustee

By _____
Executive Director

By _____
Trustee

APPENDIX A

FRUITPORT

2011-13

SALARY SCHEDULE

2011-12 salaries are frozen at the 2010-11 step. Horizontal movement within the schedule will be approved based on additional coursework per contract language.

In 2012-13 the next step will be awarded but payment at the new step will not begin until January 1, 2013 and prorated for the remainder of the contractual year accordingly.

The 1.5% 403B contribution through MEA Financial Services is paused for the duration of this agreement.

2010-13 Teacher Salary Schedule

Yrs. Of Experience	BA		BA + 24*		MA		MA + 18		MA+30 or MA60		PhD/EdD	
	<u>Pts.</u>	<u>Salary</u>	<u>Pts.</u>	<u>Salary</u>	<u>Pts.</u>	<u>Salary</u>	<u>Pts.</u>	<u>Salary</u>	<u>Pts.</u>	<u>Salary</u>	<u>Pts.</u>	<u>Salary</u>
0	1.00	37,789	1.05	39,678	1.10	41,568	1.15	43,457	1.20	45,347	1.25	47,236
1	1.05	39,678	1.10	41,568	1.15	43,457	1.20	45,347	1.25	47,236	1.30	49,126
2	1.10	41,568	1.15	43,457	1.20	45,347	1.25	47,236	1.30	49,126	1.35	51,015
3	1.15	43,457	1.20	45,347	1.25	47,236	1.30	49,126	1.35	51,015	1.40	52,905
4	1.20	45,347	1.25	47,236	1.30	49,126	1.35	51,015	1.40	52,905	1.45	54,794
5	1.25	47,236	1.30	49,126	1.35	51,015	1.40	52,905	1.45	54,794	1.50	56,684
6	1.30	49,126	1.35	51,015	1.40	52,905	1.45	54,794	1.50	56,684	1.55	58,573
7	1.35	51,015	1.40	52,905	1.45	54,794	1.50	56,684	1.55	58,573	1.60	60,462
8	1.40	52,905	1.45	54,794	1.50	56,684	1.55	58,573	1.60	60,462	1.65	62,352
9	1.45	54,794	1.50	56,684	1.55	58,573	1.60	60,462	1.65	62,352	1.70	64,241
10	1.51	57,061	1.56	58,951	1.61	60,840	1.66	62,730	1.71	64,619	1.76	66,509
11	1.57	59,329	1.62	61,218	1.67	63,108	1.72	64,997	1.77	66,887	1.82	68,776
12	1.63	61,596	1.68	63,486	1.73	65,375	1.78	67,264	1.83	69,154	1.88	71,043
Longevity:		<u>BA</u>		<u>BA+24</u>		<u>MA</u>		<u>MA+18</u>		<u>MA+30-60</u>		<u>PhD/EdD</u>
5% = 15 yrs	15=	1,889	15=	1,984	15=	2,078	15=	2,173	15=	2,267	15=	2,362
10% = 20 yrs	20=	3,779	20=	3,968	20=	4,157	20=	4,346	20=	4,535	20=	4,724
15% = 25 yrs	25=	5,668	25=	5,952	25=	6,235	25=	6,519	25=	6,802	25=	7,085
20% = 30 yrs	30=	7,558	30=	7,936	30=	8,314	30=	8,691	30=	9,069	30=	9,447

APPENDIX B
EXTRA CURRICULAR SALARY SCHEDULE

H.S. = High School
M.S. = Middle School

		Percent of BA Base Salary	
Baseball – Boys	H.S. Head Varsity	9.3	
	Jr. Varsity	7.1	
	M.S.	5.5	
Basketball – Boys	H.S. Head Varsity	15.0	
	Jr. Varsity	9.0	
	Freshman	8.0	
	M.S. – 8 th	6.5	
	M.S. – 7 th	5.5	
Basketball – Girls	H.S. Varsity	15.0	
	Jr. Varsity	9.0	
	M.S. – 8 th	6.5	
Bowling – Boys & Girls		6.0	
Cheerleading – Girls	Competitive Cheer	6.0	
	HS Sideline Cheer—Varsity	3.3	
	HS Sideline Cheer—Freshman/JV Fall	2.5	
	HS Sideline Cheer—Freshman/JV Winter	2.5	
Cross Country – Boys & Girl	H.S. and M.S.	7.5	
Football – Boys	H.S. Head Coach	15.0	
	Asst. Varsity	10.1	
	Head JV	9.0	
	Asst. JV	8.5	
	Freshman	8.0	
	Asst. Freshman	7.5	
		M.S. Head Coach	6.5
		Asst. Coach	5.5
Golf – Boys & Girls	H.S.	6.0	
Gymnastics – Girls	H.S.	11.0	
Swimming – Boys & Girls	H.S.	11.0	
Soccer – Boys & Girls	H.S. Varsity	9.3	
	Jr. Varsity	7.1	

Softball – Girls	H.S. Head Varsity	9.3
	Jr. Varsity	7.1
	M.S.	5.5
Tennis – Boys	H.S.	7.5
- Girls	H.S.	7.5
Track – Boys	H.S. Head Varsity	9.3
	Asst. Varsity	7.1
	M.S.	6.5
- Girls	H.S.	9.3
	M.S.	6.5
Volleyball – Girls	H.S.	11.0
	M.S.	6.5
	Jr. Varsity	8.0
Wrestling – Boys	H.S. Head Varsity	15.0
	Asst. Varsity	9.0
	M.S.	6.5
BPA		4% (2.0 per advisor)
Band	H.S.	15.0
	M.S.	11.0
Debate		4.0
DECCA		4.0
Drama	H.S. (minimum 3 plays)	15.0
	M.S. (minimum 3 plays)	10.0
Escape		4% (2% per advisor)
Forensics		3.4
Indoor Drum Line		9.0
National Honor Society		2.5
Newspaper		4.0
Odyssey of the Mind	School coordinator (per position)	2.0
Quiz Bowl		2.5
Robotics		
Science Olympiad	Per position	5.5
Student Council Advisor— High School		4.0
Vocal Music	H.S.	8.0
	M.S.	4.0
Winter Color Guard		9.0
Yearbook		5.5

Mentor Teachers – per school year -	Per mentee	4.0 (1 st year) 2.0 (2 nd year) 2.0 (3 rd year)
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High School Class Advisors: 1 day's pay at daily per diem rate

Kindergarten Screening: Each day worked shall be paid at the teacher's daily per diem rate.

Summer Band Camp: Each day worked shall be paid at the teacher's daily per diem rate (determined by the salary schedule in effect for the prior school year.)

Summer School: Summer of 2012--\$28.99

APPENDIX C

2012-13 School Calendar

AUGUST					SEPTEMBER					OCTOBER					
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	
		1	2	3	[3]	4	5	6	7	1	2	3	4	5	
(Teacher Days) <u>3</u>	6	7	8	9	10	10	11	12	13	14	8	9	10	11	12
(Student Days) <u>0</u>	13	14	15	16	17	17	18	19	20	21	15	16	17	18	19
	20	21	22	23	24	24	25	26	27	28	22	23	24	25	26
	27	28	29	30	31						29	30	31		

NOVEMBER					DECEMBER					JANUARY					
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	
			1	2	3	4	5	6	7		1	2	3	4	
<u>20</u>	5	6	7	8	10	11	12	13	14	7	8	9	10	11	
<u>19</u>	12	13	14	15	17	18	19	20	21	14	15	16	17	18	
	19	20	21	22	24	25	26	27	28	21	22	23	24	25	
	26	27	28	29	30	31					28	29	30	31	

FEBRUARY					MARCH					APRIL				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
				1					1	[1]	2	3	4	5
<u>18</u>	4	5	6	7	4	5	6	7	8	8	9	10	11	12
<u>18</u>	11	12	13	14	11	12	13	14	15	15	16	17	18	19
	18	19	20	21	18	19	20	21	22	22	23	24	25	26
	25	26	27	28	25	26	27	28	29	29	30			

MAY					JUNE					
M	T	W	T	F	M	T	W	T	F	
		1	2	3	3	4	5	6	7	
<u>22</u>	6	7	8	9	10	10	11	12	13	14
<u>22</u>	13	14	15	16	17	17	18	19	20	21
	20	21	22	23	24	24	25	26	27	28
	27	28	29	30	31					

Holidays
 Vacation Period, Holiday, or other non-working day
 Card marking
 Non-student day
 No Delay

174 Student Days
 (Includes ___ half-days)
 181 Teacher Days
 (Includes ___ half-days)

RND Sem 1: Jan 18
 Conferences:
 11/5-9
 3/25-29

First Student Day 9/4/12
 Last Student Day 6/6/12
 First Teacher Day 8/07/12
 Last Teacher Day 6/7/12

APPENDIX D

FRUITPORT COMMUNITY SCHOOLS

SECTION 125 – BENEFIT ELECTION FORM

Employee _____ Available Benefit Dollars Per Month _____
(this amount is subject to change)

SS# _____ Above amount after FICA: _____

Directions: Choose Option 1 or 2. If you choose Option 2, you also need to choose either Option 2a or 2b or both.

ELECT HEALTH INSURANCE

Option 1

_____ I elect the health insurance for which I am eligible.

WAIVE HEALTH INSURANCE

Option 2:

_____ I elect to waive health insurance for which I am eligible and I elect to use my benefit dollars as follows:

CASH BENEFIT

Option 2a:

_____ I do hereby elect the cash benefit in lieu of paid health insurance coverage. Total eligible amount per month (this amount subject to change): \$_____ Cash benefits are subject to all applicable taxes and FICA.

I prefer to receive my cash benefit _____ once per month or _____ two pays per month

TAX SHELTERED ANNUITY

Option 2b:

_____ I do hereby elect to have all or part (as specified below) of my cash benefit in lieu of paid health insurance paid to my tax-sheltered annuity:

Salary reduction Total Per Month \$ _____ 403(b) investment provider _____

I prefer to receive my annuity benefit _____ once per month or _____ two pays per month

Section 403(b) Tax-Sheltered Annuity

Federal law does not permit the District to offer a Section 403(b) tax-sheltered annuity contribution as a benefit under the Section 125 Plan. However, if you receive additional compensation for waiving health insurance, you may make an election (Option 2b above), to contribute all or a portion of the additional compensation to a Section 403(b) tax-sheltered annuity. The contribution will be considered your own salary reduction for purposes of the \$9,500 limit. The contribution will be deducted from your compensation in equal installments on a before-tax basis (except for FICA). Contributions to an annuity in connection with this plan do not increase the amount of your base wage/salary; however, the amount will be reflected on the Form W-2 at the end of the year. Contributions to an annuity under this plan are subject to FICA.

I acknowledge the following to be true statements:

- I have elected the above benefit(s) and designated the amount(s) for the plan year specified above. My election cannot be changed during the plan year unless I have a change in family status (as defined by Section 4.5 of the Section 125 Plan document).
- I understand that if I do not make a new election during a subsequent open enrollment period that my current election will be continued.

Signature _____

Date _____

APPENDIX E

Summary Plan Description of the FRUITPORT COMMUNITY SCHOOLS SECTION 125 PLAN

To Our Employees

This document is called a “Summary Plan Description.” It explains the provisions of the Fruitport Community Schools Section 125 Plan (“Plan”). The Plan allows you the option of waiving health coverage and, instead, receiving additional compensation or other tax-free benefits.

You are urged to read this Summary Plan Description carefully and to keep a copy for future reference. This Summary Plan Description does not replace the provisions of the Plan document. The Plan document governs the operation of the Plan. We have tried to make this Summary Plan Description complete and accurate without making it overly technical. In the event of any difference between the Summary Plan Description and the Plan document, the terms of the Plan document will control.

If you have any questions about your benefits under the Plan, please contact the personnel department.

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WHAT IS A SECTION 125 PLAN?

A Section 125 Plan allows you to design a benefits package to suit the individual needs of you and your family.

Under the Plan, you may elect to waive the health coverage provided by the District. You will receive additional compensation if you waive health coverage.

More information regarding the procedure for making your benefit elections is explained in the following sections of this Summary Plan Description.

All records of the Plan and all your elections under the Plan are based on the “plan year,” which is a 12-month accounting period of the Plan. The plan year is October 1 through September 30.

PARTICIPATION

This section describes the requirements for participation in the Plan. You may participate in the Plan only if you meet these requirements.

Eligibility to Participate:

Each employee who is eligible to receive a District contribution to a Section 403(b) tax-sheltered annuity in lieu of District-provided health insurance coverage, pursuant to the terms of the employee's collective bargaining agreement, employment contract or terms of employment (whichever applies), is eligible to participate in the Plan. If you are an eligible employee on October 1, you become a participant on that date. Otherwise, you will become a participant on the date you become eligible for District-provided health insurance coverage.

Termination of Participation:

If you terminate employment with the District, or otherwise become ineligible for health insurance coverage, you will not receive any additional compensation for waiving health insurance.

Further, if you terminate employment with the District, or otherwise become ineligible for health insurance coverage, your continued participation and coverage under the District's group health plan will be determined under the terms and conditions of the group health plan.

BENEFIT CHOICES

The District maintains one or more group health plans which provide health coverage to eligible employees and their dependents. You may either elect to receive all or part of the coverage or to waive all or part of the coverage.

You will receive additional compensation if you elect to waive coverage under the District's group health plan(s). The District will determine the additional compensation for each plan year and communicate it to you during the annual enrollment period. (The amount of the additional compensation will vary depending on which coverage(s) you waive.) You will receive the additional compensation in your pay checks during the plan year. These amounts will be subject to all applicable tax withholdings.

Federal law does not permit Fruitport Community Schools to offer a Section 403(b) tax-sheltered annuity contribution as a benefit under the Section 125 Plan. However, if you receive additional compensation for waiving health coverage, you may make a special election, outside of the Plan, to contribute all or a portion of the additional compensation to a Section 403(b) tax-sheltered annuity. The contribution will be considered your own salary reduction contribution for purposes of the \$9,500 limit. The contribution will be deducted from your compensation in equal installments on a before-tax basis (except for FICA and FUTA) as part of the Fruitport Community Schools' regular payroll system.

You can elect to waive coverage and receive additional compensation and/or contribute the additional compensation to a Section 403(b) tax-sheltered annuity in the spaces provided in your election form (see the "Choosing Your Benefits" section below).

CHOOSING YOUR BENEFITS

This section describes the procedure for choosing benefits under the Plan. You may make a separate election for each plan year (October 1 through September 30). However, you may not change your benefits during the plan year unless you have a change in family status.

Initial Benefit Selection

You must complete an election form before the date you become a participant in the Plan. The election must be in writing on a form provided by the District. The election will remain in effect for the remainder of the plan year unless you have a change in family status, as described below.

If you do not make an election, the following rules apply:

- If you were receiving contributions to a tax-sheltered annuity in lieu of health insurance as of September 30th, you will receive additional compensation in lieu of health insurance coverage. This change will be effective as of October 1st.
- If you were receiving health insurance coverage as of September 30th, you will continue to receive health insurance coverage.

Annual Benefit Selection

Once you become a participant, your original election form on file with the District will continue in effect for all subsequent plan years unless you complete a new election form and turn it in to the District during the annual enrollment period.

If you complete a new election form, the new election form will become effective as of the first day of the next plan year and will remain in effect through the last day of the plan year unless you have a change in family status, as described below. Further, your new election form will continue in effect for all subsequent plan years unless you complete another new election form and turn it in to the District during a subsequent annual enrollment period.

Change in Family Status

A change in family status is the only exception to the rule prohibiting any change in your benefit election during a plan year. A change in family status is limited to situations where your family status has changed during the plan year and this change affects the benefit election you made earlier.

The following are examples of changes in family status:

- You have married or divorced;
- Your spouse or child has died;
- You have a new child by birth or adoption;
- Your spouse begins or terminates employment;
- Your or your spouse's employment status is changed from full-time to part-time, or vice-versa;
- You or your spouse take an unpaid leave of absence; or
- You or your spouse have a significant change in your health coverage as a result of your spouse's employment.

If you have a change in family status during a plan year, you must submit a change in family status form to the District no later than 30 days after the change in family status. The change in family status form will be effective as soon as administratively feasible after the change is approved by the District.

Most importantly, your new election must be on account of and consistent with the change in family status. Further, any new election involving an independent third-party health insurer or HMO will only be approved to the extent permitted by the independent third-party health insurer or HMO.

If you do not submit the change in family status form to the District within 30 days after the change in family status, you will be required to wait until the next annual enrollment period to change your election.

CLAIMS

Benefits under the group health plan will be paid according to the plan's claims procedure. If your claim for benefits under the plan is denied, in whole or in part, you may appeal according to that plan's appeal procedure.

ADMINISTRATION

The District is the plan administrator. The plan administrator is charged with the administration of the Plan. The plan administrator has the discretionary authority to decide all questions of eligibility for participation and eligibility for benefit payments and to determine the amount and manner of payment of benefits. The plan administrator will exercise its discretionary authority in a uniform and consistent manner, based upon the objective criteria set forth in the Plan. Further, the plan administrator has the discretionary authority to construe and interpret the terms of the Plan.

FUTURE OF THE PLAN

The District reserves the right to terminate or amend the Plan at any time.

APPENDIX F

**FRUITPORT COMMUNITY SCHOOLS
SECTION 125 PLAN
(Effective as of October 1, 1993)**

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SECTION 125 PLAN

**ARTICLE I
ESTABLISHMENT OF THE PLAN**

Fruitport Community Schools establishes the Fruitport Community Schools Section 125 Plan as of October 1, 1995, for the purpose of providing eligible Employees with a choice between cash and certain tax-free benefits. The Plan is intended to qualify as a cafeteria plan under Section 125 of the Code and is to be interpreted in a manner consistent with the requirements of Section 125.

**ARTICLE II
DEFINITIONS**

The following terms used in the Plan and other documents relating to the Plan shall have the meanings described in this Article unless the context clearly indicates another meaning. All references in the Plan to specific Articles or Sections shall refer to Articles or Sections of the plan unless otherwise stated.

- 2.1 Code. “Code” means the Internal Revenue Code of 1986, as amended.
- 2.2 Compensation. “Compensation” means salary, hourly wages and overtime pay paid to a Participant by Employer during a Plan Year for personal services provided by the Participant.
- 2.3 Compensation Reductions. “Compensation Reductions” means the amount by which a Participant reduces his compensation to purchase benefits under the Plan (i.e., pre-tax contributions to the Plan). Compensation Reductions shall be deducted in equal amounts from a Participant’s paychecks over the entire Plan Year or over a nine-month period during the Plan Year. The nine-month period shall correspond with Employer’s school year.
- 2.4 Election Form. “Election Form” means the agreement entered into between Employer and a Participant, as provided in Section 4.3 The Election Form shall be a written document provided by the Plan Administrator.
- 2.5 Employee. “Employee” means any common-law employee of Employer. An independent contractor or a self-employed individual is not an Employee.
- 2.6 Employer. “Employer” mean Fruitport Community Schools.
- 2.7 Health Benefits Plan. “Health Benefits Plan” means any group health benefits plan or plans (including an HMO) that Employer periodically makes available to Employees and their dependents.
- 2.8 Participant. “Participant” means an Employee who has satisfied the participation requirements under Article III.
- 2.9 Plan. “Plan” means the Fruitport Community Schools Section 125 Plan.
- 2.10 Plan Administrator. “Plan Administrator” means the named fiduciary responsible for the operation and administration of the Plan. Employer shall be the Plan Administrator.
- 2.11 Plan Year. “Plan Year” means the 12-consecutive month period beginning on October 1 and ending on the following September 30.

ARTICLE III **PARTICIPATION**

- 3.1 Eligibility. Each Employee who is eligible to receive an Employer contribution to a Section 403(b) tax-sheltered annuity in lieu of Employer-provided group health, dental, and/or vision coverage pursuant to the terms of the Employee’s collective bargaining agreement, employment contract or terms of employment (whichever applies), shall be eligible to participate in the Plan. An eligible Employee shall become a Participant on the date specified in Section 3.2.
- 3.2 Participation. Each Employee who is eligible under Section 3.1 on October 1, 1995, shall become a Participant on that date. Each other Employee who subsequently becomes eligible under Section 3.1 shall become a Participant on the date the Employee becomes eligible to participate in a Health Benefits Plan.
- 3.3 Termination of Participation. The following rules shall apply to a Participant who terminates employment with Employer or otherwise becomes ineligible to participate in a Health Benefits Plan:
- (a) The Participant shall be ineligible to have additional Compensation Reductions used to purchase coverage under the Health Benefits Plan. The Participant’s continued participation and coverage under the Health Benefits Plan shall be determined under the terms and conditions of each plan.
- (b) The Participant shall be ineligible to receive any additional Compensation attributable to an election to waive coverage under the Health Benefits Plan.

ARTICLE IV **BENEFITS**

- 4.1 This Article Generally. This Article describes the benefit choices which are available to a Participant under the Plan and the procedures for the Participant to make his elections.
- 4.2 Benefit Choices. A Participant may elect to receive or to waive coverage under a Health Benefits Plan for himself and his eligible dependents, subject to the following:
- (a) The Participant may be required to pay all or part of the cost of coverage in the Health Benefits Plan. If a Participant is required to pay all or part of the cost of coverage, the Participant shall pay such cost with his Compensation Reductions.
- (b) A Participant who waives coverage in the Health Benefits Plan may have his Compensation increased by an amount determined by Employer for each Plan Year. The amount of any additional Compensation may vary depending on the type of coverage waived by the Participant. The additional Compensation shall be paid in equal installments during the Plan Year to which the election relates. However, as provided in Section 3.3(b), a Participant shall not receive any payment on account of this election for any time period after he terminates employment with Employer or otherwise becomes ineligible for participation in a Health Benefits Plan.

4.3 Election of Benefits.

(a) Initial Election. Each Employee shall complete and return an Election Form to Employer before the date he becomes a Participant. If an Employee does not deliver a completed Election Form to Employer before the date the Employee becomes a Participant, the Employee shall generally be deemed to have elected to receive Employer-provided group health coverage for the Plan Year. However, if as of September 30, 2011, a Participant is receiving contributions to a tax-sheltered annuity in lieu of health, dental and/or vision coverage, the Participant shall receive additional Compensation in lieu of health, dental and/or vision coverage if the Participant fails to complete an Election Form and return it to Employer.

(b) Subsequent Election. Each Participant who has previously completed an Election Form shall have the election made in that Election Form continue for all subsequent Plan Years unless:

(i) The Participant completes a new Election Form and delivers it to Employer during the annual enrollment period determined by Employer; or

(ii) The Participant's election is changed as provided in Section 4.4.

A Participant who is required to pay all or part of the cost of coverage in the Health Benefits Plan shall be considered to have agreed to a Compensation Reduction for the subsequent Plan Year equal to the Participant's share of the cost of coverage for that Plan Year.

4.4 Changes in Election During the Plan Year.

A Participant's election of benefits, including the amount of any Compensation Reductions, shall not be changed during a Plan Year, except as follows:

(a) The Compensation Reductions shall be automatically changed, on a reasonable and consistent basis, to reflect any increase or decrease in the premium charged by an HMO or an independent third-party provider for health coverage.

(b) A Participant's election may be changed on account of, and consistent with, a "change in family status," as provided in Section 4.5.

(c) A Participant's election may be changed if coverage under a Health Benefits Plan provided by an independent, third-party provider is significantly curtailed or ceases. The Participant may elect to receive prospective coverage under another health Benefits Plan which provides similar coverage.

4.5 Change in Family Status.

A Participant may change his election during a Plan Year if the change is on account of, and consistent with, a change in family status.

For purposes of this Section, a "change in family status" means the marriage or divorce of a Participant, the death of a Participant's spouse or dependent, birth or adoption of a child, termination or commencement of employment by a Participant's spouse, an unpaid leave of absence by a Participant or his spouse, a significant change in the health coverage of a Participant or his spouse as a result of his spouse's employment, and any other events that the Plan Administrator determines shall permit a change of an election during a Plan Year under regulations and rulings of the Internal Revenue service.

A Participant who changes his benefit election on account of, and consistent with, a change in family status must submit a new Election Form to the Plan Administrator no later than 30 days after the change in family status occurs. A new election under this Section shall be effective at the time prescribed by the Plan Administrator. Further, any new election involving an HMO or independent third-party provider shall only be approved to the extent permitted by the HMO or independent third-party provider.

If a Participant waives health coverage under Section 4.2(b) for only part of the Plan Year as a result of a change in family status, rules comparable to those in Section 3.3(b) shall apply in determining the amount of the additional Compensation payable to the Participant.

4.6 Nondiscrimination Rules.

If the Plan Administrator determines at any time that the Plan may not satisfy the nondiscrimination rules in the Code, the Plan Administrator may take whatever action it considers appropriate to assure compliance with the rule. Any action shall be taken uniformly with respect to similarly situated Participants. The action may include the modification of Participants' Compensation Reduction elections, with or without the consent of the Participants.

4.7 Maximum Compensation Reductions.

Subject to Section 4.6, a Participant's maximum Compensation Reductions in a Plan Year shall be the Participant's Compensation Reductions to pay premiums under the Health Benefits Plan.

4.8 Funding of Health Benefits.

Employer shall pay all premiums under the Health Benefits Plan from its general assets. Nothing in the Plan shall be construed to require Employer or the Plan Administrator to maintain any fund or segregate any amount for the benefit of any Participant.

ARTICLE V
ADMINISTRATION

5.1 Powers of Plan Administrator

The Plan Administrator shall have the discretionary powers necessary to administer and meet its obligations under the Plan, including, without limitation, the following:

- (a) Interpret the terms and provisions of the Plan.
- (b) Decide all questions of eligibility for participation in the Plan.
- (c) Decide all questions of eligibility for benefit payments and determine the amount and manner of the payment of benefits.
- (d) Make and enforce rules and regulations it deems necessary for the efficient administration of the Plan.
- (e) Pay premiums for all Participants entitled to payment under the Plan and pay expenses incident to the administration of the Plan.
- (f) Administer the appeal procedure provided in this Article.
- (g) Delegate specific responsibilities for the operation and administration of the Plan to any Employees or agent.
- (h) Maintain records and accounts pertaining to the Plan.

5.2 Claims for Benefits.

Benefits under the Health Benefits Plan shall be paid in accordance with procedures for the submission of claims for benefits established under that plan.

5.3 Standard of Care.

The Plan Administrator shall administer the Plan in accordance with the terms of the Plan solely in the interest of the Participants and for the exclusive purposes of providing benefits to Participants and defraying the reasonable expenses of administration of the Plan. The Plan Administrator shall administer the Plan with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims.

The Plan Administrator shall not be liable for any act or omission relating to its duties under the Plan, unless the act or omission violates the standard of care described in this Section. The Plan Administrator shall not be liable for any act or omission by another relating to the Plan.

ARTICLE VI
RIGHTS OF PARTICIPANTS

6.1 Employment Rights.

The existence of the Plan shall not grant a Participant any legal right to continue as an Employee, or affect the right of Employer to discharge a Participant.

6.2 Participants' Rights.

The Plan shall be maintained for the exclusive benefit of the Participants and their dependents. However, the existence of the Plan, shall not give any Participant or dependent any equity or other interest in the assets, business or affairs of Employer. Similarly, the existence of the Plan does not give any Participant or dependent the right to challenge any action taken by Employer, or any policy adopted or followed by Employer or the right to examine any of the books and records of Employer.

6.3 Spendthrift Provision.

No interest under the Plan is subject to assignment or alienation, whether voluntary or involuntary. Any attempt to assign or alienate any interest shall be void. No interest shall be liable for or subject to the debts or liabilities of any Participant.

ARTICLE VII
PLAN TERMINATION AND TERMINATION

7.1 Amendment of Plan.

Employer may amend the Plan at any time, by action of its Board of Education or by the written approval of an officer or committee to whom Employer's Board of Education has delegated the authority to amend the Plan. Any amendment shall be subject to the following:

- (a) No amendment shall be effective unless the Plan, as amended, shall be for the exclusive benefit of Participants.

- (b) No amendment shall reduce or eliminate a Participant's right to have his premium under the Health Benefits Plan paid in accordance with the provisions of the Plan to the extent a Participant has used Compensation Reductions to pay the premiums.
- (c) No amendment shall be inconsistent with any applicable collective bargaining agreement.

Any amendment may be made retroactively effective to the extent permitted by the Code.

7.2 Termination of Plan.

Employer reserves the right to terminate or partially terminate the Plan at any time, by action of its Board of Education. If the Plan is terminated or partially terminated for any reason, the amount of a Participant's prior Compensation Reductions shall continue to be applied for the exclusive benefit of the Participant and his dependents.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Uniformity of Treatment.

Any action taken under the Plan by the Plan Administrator or Employer shall be uniform in its application to similarly situated persons. No action shall be taken which shall discriminate in favor of highly compensated Employees, as defined in Section 414(q) of the Code.

8.2 Construction.

Words used in the masculine shall apply to the feminine where applicable. Wherever the context of the Plan dictates, the plural shall be read as the singular and the singular as the plural.

8.3 Governing Law.

The provisions of the Plan shall be governed by the laws of the state of Michigan.

IN WITNESS OF WHICH, the Board of Education of Employer has adopted the Plan this 1st day of October, 1995.

BOARD OF EDUCATION OF FRUITPORT
COMMUNITY SCHOOLS

By _____

Its _____

And _____

Its _____

APPENDIX G

**Fruitport Community Schools
Application to Serve
as
New Teacher Mentor**

Name _____

License(s) & any special endorsement(s) _____

Current assignment (building/grade(s) or subjects/other appropriate responsibilities)

Previous assignments/responsibilities that may assist in matching me with a mentee

I understand the role and expectations for mentor teachers and if selected I will be committed to filling the role and expectations effectively.

Signature

Date

Applications will be held in a permanent file as a mentor pool. Teachers will be given an annual opportunity to have their names added to the pool. Teachers may have their names withdrawn from the pool at any time upon request.

LETTER OF AGREEMENT
between the
FRUITPORT EDUCATION ASSOCIATION, MEA-NEA
and the
FRUITPORT COMMUNITY SCHOOLS

Re: Job Sharing for August, 2007-June, 2011 School Years

- A. Job Sharing is defined as two (2) tenured bargaining unit members voluntarily sharing a full-time assignment on an equal or approximately equal basis or for some other period of time as may be approved by the administration.
- B. Any tenured teachers wishing to pursue a job sharing position shall notify the Superintendent and the Association in writing by April 1 of each year indicating their desire to job share and outlining their proposed working arrangement which shall include the following:
 - 1. A detailed description of the workload;
 - 2. A detailed description of the schedule including planning time distribution;
 - 3. An equitable half-day (or pro-rated schedule); and
 - 4. Plans for communication with parents, each other, team members (where applicable), administration, and other staff members directly involved with the instruction for any member of that class.
- C. Before the proposal is submitted in writing to the Superintendent, the teachers will meet with the appropriate building administrator(s) to discuss and clarify the proposed job sharing arrangement.
- D. The application for job sharing shall be approved or denied in writing by the Superintendent within thirty (30) days of the application. In the event a request is denied, the reason shall be set forth in writing. The Superintendent's decision is final and nongrievable.
- E. Job sharing appointments will be for one (1) year at a time and must be approved by the Superintendent. The Board reserves the right to cancel a job sharing position at the end of a school year. Bargaining unit members reserve the right to return to a full-time position provided that a vacancy exists for which both members are qualified and certified, as governed under Article 8 (Vacancies) in the master agreement. Job shares will be notified of cancellation of their shared position in writing by May 1 of the current school year.
- F. In the event layoffs become necessary, personnel assigned to job sharing will be subject to layoff in accordance with Article 13 (Layoff and Recall) of the master agreement.
- G. In the event one of the job sharers must leave his/her position during the course of the year, the teacher who remains may assume the position on a full-time basis for the remainder of the school year based upon mutual agreement of the remaining teacher and the administration. In the event the remaining teacher does not assume the position, a long-term substitute will be hired.
- H. In the event of daily absences of one of the job-sharing partners, the other partner will have first opportunity to substitute. If accepted, the partner who substitutes will receive the substitute teacher rate of pay or compensatory time to be used in half-day increments.

- I. Salary will be prorated according to time taught and in accordance with the master agreement.
- J. Fringe benefits will be provided in accordance with Article 4.D.3.b of the master agreement.
- K. Seniority and movement on the salary scale shall be governed by Article 4.H.1.b. and Article 13.A.4 of the master agreement.
- L. Teacher responsibilities for each assignment will be equally distributed as scheduling allows. However, teachers will perform the duties that fall in their portion of the assignment.
- M. Job sharing partners will attend parent teacher conferences, open houses, after school activities (that other staff are required to attend), teacher orientation days (two in August), and regularly scheduled staff meetings without additional pay. They will communicate the content of emergency staff meetings, which occur during or directly before or after their normal work period to the other partner.
- N. Job sharing partners will attend appropriate in-service and professional development activities but will receive per diem pay for attendance in excess of normally scheduled hours.

Job sharing is a unique assignment, approved by the Superintendent largely dependent upon the compatibility of the people involved and the specific requirements of each assignment. As such there may be variations in the expectations and conditions attached to each assignment. Bargaining unit members accepting shared time assignments should be aware that their retirement benefits and future employment benefits may be affected based upon service credits and earnings.

FRUITPORT COMMUNITY SCHOOLS

FRUITPORT EDUCATION
ASSOCIATION, MEA-NEA

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

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