2026-2029

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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AGREEMENT

THIS AGREEMENT this 10th day of June, 2026 of 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 mentor teachers, employed by the Board, but excluding supervisory and executive personnel and office and clerical employees, transportation personnel, school lunch personnel, teacher aides, physical therapists, occupational therapists, and all other non-teaching personnel. The term "bargaining unit member", 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 labor organization and/or individual other than the Association for the duration of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict to any bargaining unit member, rights they may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE 2: BARGAINING UNIT MEMBER 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 bargaining unit member 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 bargaining unit member 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 bargaining unit member 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 to appropriately invoke the assistance of the State Employment Relations Commission, or a mediator from such public agency.

C. No bargaining unit member 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. School Board policies that apply to bargaining unit members shall be provided at the beginning of each school year, and/or prior to the effective date of any policy(ies) adopted during the school year. Once a policy that applies to bargaining unit members has been formally approved and adopted by the Board of Education, the Superintendent will provide a copy of the policy(ies) by email to all bargaining unit members.

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

G. 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.

H. Every 90 days, the District shall provide to the Association a complete listing of all bargaining unit staff that includes the following:

1. First, middle and last name
2. Start date of employment in the current bargaining unit
3. FTE, step, lane placement with annual salary
4. Building(s) assigned
5. Employee identification number (if applicable)
6. State Personal Identification Code (PIC) (if applicable)
7. Name of position
8. Work email address and personal email address
9. Home mailing address (unless the employee has a confidential address under the Address Confidentiality Program Act, in which case, the District will provide the designated address assigned)
10. Home and cell phone number

I. The above-listed information shall be provided via email in a format agreed to by the Association and the Director of Business and Finance.

J. Designated Association representatives shall be given, via e-mail, the same information detailed in Section H above within thirty (30) calendar days of any new hires of bargaining unit members that occur throughout the year.

K. Termination of employment, by any bargaining unit member shall be reported to the designated Association representatives, including the termination date, via e-mail no later than thirty (30) calendar days after the member's last day of employment.

L. Notification of any bargaining unit member placed on layoff or leave of absence (paid or unpaid) lasting more than twenty working days shall be reported to the designated

Association representatives via e-mail no later than thirty (30) calendar days after the first day of leave. Notification of any bargaining unit member returning from a layoff or leave of absence (paid or unpaid) shall be reported to the designated Association representatives via e-mail no later than thirty (30) calendar days after the first day of return.

M. In the event that any language contained within sections H through L of this Article becomes invalidated by law or unenforceable, the parties agree to meet for the purposes of collective bargaining pertaining to these sections of the Article.

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 bargaining unit members shall be the annual salary rate provided in Appendix "A" divided by the number of contractual days in Appendix B. Any bargaining unit member not reporting for work shall lose their daily rate per absence, providing their absence with pay is not permitted under the terms of this Agreement. Any bargaining unit member whose absence is not provided for in this Agreement or is absent without prior approval shall lose their daily rate of their salary per day plus 1/number of contractual days per Appendix C of the annual premium rate as of the date of the absence for all the insurance programs provided in this article for which the bargaining unit member is enrolled.

B. No new hire shall be placed on a higher step on the salary schedule than any current employee with equivalent years of service (does not include lane 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. The salaries of all persons covered by this Agreement are set forth in Appendix "A" which is attached hereto and made a part hereto.

C. INSURANCE BENEFITS

1. The insurance year shall be the twelve (12) months from January 1 to the following December 31. The annual open enrollment period shall be the month of November or any other period determined by the insurance carrier. Employees becoming eligible mid-year will select a pro-rated share of any district provided deductible funding if applicable per MESSA ABC, MESSA Choices II, or cash in lieu.

2. The Board shall make available to all bargaining unit members the following insurance protection:

a. HEALTH INSURANCE

The employer shall pay the maximum annual hard cap towards the total cost of the MESSA Medical plans available to members for each medical benefit plan coverage year. The annual employer paid amounts shall adjust annually at the beginning of each medical benefit plan coverage year, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Act. Should the Michigan Publicly Funded Health Insurance Contribution Act (PA 152 of 2011) be amended or repealed, the Association and the District agree to negotiate to consider increased District financial contributions to members' health insurance premiums and other financial contributions.

Employees shall have MESSA medical plans available in MESSA Packages (to be evaluated every year by FEA leadership):

Should the premium for any of the plans be below the Hard Cap, the employee is entitled to compensation equal to the difference between the employer's maximum contribution and the premium of the plan they elected. By January 1, any employee will receive a lump sum payment in any method the employee selects below:

- a contribution to the member's tax deferred account. (*403b, 457 etc.)*
- a contribution to their Flexible Spending Account (FSA)
- a contribution to their Health Savings Account (HSA)
- or may have any deductibles and co-pays reimbursed by the employer up to the Hard Cap.

Employees who enroll in a MESSA ABC plan shall have the option to elect some of the employer cap contribution, which is based on the plan they chose, into their Health Equity H S A (HEQ H S A). The amount elected shall be determined by the employee and may be up to the full amount of the deductible for their chosen health plan, provided that amount is less than the employer cap contribution.

The remainder of the total annual employer Hard Cap contribution shall be paid towards the cost of the MESSA medical plan premium. The remaining annual cost for the employee's elected medical plan premiums shall be paid by the employee.

The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in MESSA ABC Plan 1, the deductible will automatically adjust to meet the federal minimum requirement.

The Association shall determine the MESSA medical plans to be offered during each plan year. The Association must provide written notice to the District no later than October 1 of each year of its intent to add to or change its current MESSA plans. No more than three four-medical plans may be offered in any plan year.

b. OPTIONS TO HEALTH INSURANCE

Bargaining unit members not electing health insurance coverage will be paid $505 a month. Bargaining unit members will receive dental insurance, vision insurance, life insurance, and long term disability insurance referenced in Article 4 (D)(2)(c-f).

Any difference between the monthly cost of any optional tax-free coverage elected and the monthly ABC Plan 1 single subscriber premium rate shall be paid to the bargaining unit member in cash by way of the Section 125 Plan adopted and maintained by the Board.

Bargaining unit members 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). 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 bargaining unit member MESSA term life insurance protection with AD & D in the amount of $50,000.00 that will be paid to the bargaining unit member's designated beneficiary.

d. DENTAL INSURANCE:

The Board shall provide for all bargaining unit members and their eligible dependents, without cost to the bargaining unit member, the MESSA/Delta Dental Plan as follows:

Diag & Prev:100%

Basic Services: 100% (X Rays)

Major Services: 80%

Annual Max: $2500

Orthodontics: 80%

Lifetime Max: $5,000

Riders: 2 cleanings

e. VISION INSURANCE:

The Board shall provide for all bargaining unit members and their eligible dependents, without cost to the bargaining unit member the MESSA Vision plan VSP-3 Plus P 250 CL with Internal and External Coordination of Benefits.

f. LONG TERM DISABILITY INSURANCE:

The Board shall provide without cost to the bargaining unit member the following MESSA long term disability plan:

66-2/3% of salary up to a monthly maximum of $4,500;
Ninety (90) calendar day modified fill;
Social Security offset: Family
Mental/nervous/alcohol/drug: same as any other illness
Own occupation: 2 years
Pre-existing condition: waived
COLA: No
SS Freeze: Yes

3. GENERAL PROVISIONS RELATED TO INSURANCE COVERAGE

a. Newly hired bargaining unit members 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 bargaining unit member shall be the the first day of work or until prior coverage is terminated. If the bargaining unit member 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 bargaining unit member 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 or until prior coverage is terminated.

b. The Board will contribute on a pro-rata basis to the total cost of insurance coverage for a bargaining unit member assigned to less than a full time workload based on the number of hours the bargaining unit member worked in relation to a full time workload, unless the bargaining unit member'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 bargaining unit member shall be provided insurance protection as if they 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 bargaining unit member 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 bargaining unit member becomes employed by another employer and is covered by fully paid insurance with respect to each insurance program above.

d. In the event a bargaining unit member is terminated or resigns during the school year, the insurance shall be continued through the month following the month in which the bargaining unit member resigned or was terminated.

e. In the event a bargaining unit member 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 bargaining unit member 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 as defined by paid sick leave or FMLA but no longer than 120 calendar days at which time long-term disability begins.

f. In the event a bargaining unit member 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, unless the beneficiary is eligible for retirement insurance.

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 bargaining unit member (s) or beneficiaries of bargaining unit member (s) and MESSA or its underwriters shall not be subject to the Grievance Procedure established in this Agreement.

D. A senior high or middle school bargaining unit member who teaches an extra class shall be paid an additional 20 percent of his/her salary. An elementary bargaining unit member who teaches an extra class shall be paid the percent based on full time status (26.5 hours).

E. A bargaining unit member who agrees to do substitute teaching during preparation period shall be paid at the rate of $30.00/hr in 15 (fifteen) minute increments. In lieu of this pay, a bargaining unit member may choose to receive compensatory time which is earned at the rate of one (1) day for each six (6) hours worked taught during his/her preparation period. Compensatory time may only be used in full or partial day increments provided the bargaining unit member gives 48 hours' notice to the building administrator, via email or documenting leave in Red Rover. If a compensatory day is not used during the school year in which it is earned, it shall be added to the bargaining unit member's accumulated paid sick leave or by the bargaining unit member's request no later than June 1st of each year, paid out at the above rate of $30.00/hr.

F. A bargaining unit member who agrees to perform work related duties at a school event outside of their regularly scheduled hours, where attendance is requested, shall be paid at the rate of $30.00/hour in fifteen (15) minute increments. Parent teacher conferences and any other event that is agreed to as a part of the collectively bargained calendar will not apply to this language.

G. Bargaining unit members 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.

H. 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. Bargaining unit members 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 year experience credit if the number of days worked during the school year is forty-seven (47) or more.
(3) "Days worked" shall include student and non-student attendance days and shall be computed on the basis of equivalent full time days.
(4) This section shall not affect bargaining unit members on a paid leave of absence or on a leave of absence for which experience is granted for salary schedule placement.

b. Bargaining unit members 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 seniority schedule; and those who are assigned one-half (1/2) or more of a daily teaching load shall be given full credit on the seniority schedule.

2. Adjustments from one column to another will be made according to the following guidelines. A form must be completed prior to June 1 stating a bargaining unit member's intention to complete requirements for a lane change as would be applicable in the following year.

a. <u>BA + 24</u>

(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 bargaining unit member'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 bargaining unit members 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.

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

(number of bargaining unit member's daily teaching periods) X (bargaining unit member's annual salary number of daily) = schedule amount teaching periods in normal teaching load

J. A bargaining unit member 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 bargaining unit member days designated on the published school calendars and inclement weather makeup days and new bargaining unit member after school meetings.

K. Upon termination of employment by:

1. Death, or

2. Retirement (provided that the bargaining unit member meets the requirements for an immediate retirement allowance under the Michigan Public School Employees Retirement Board's regulations and the bargaining unit member provides the Board with written notice on or before March 1.

A bargaining unit member shall be paid an amount equal to Ninety Dollars ($90.00) 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.

An employee with 25 years of service and defers his or her retirement when leaving the district (provided that the bargaining unit member meets the requirements under the Michigan Public School Employees Retirement Board's regulation) shall be paid an amount equal to Forty-Five Dollars ($45.00) 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.

L. TUITION REIMBURSEMENT

The Board shall provide up to six hundred dollars ($600.00) each contract year to tenured teachers for reimbursement of tuition costs from a regionally accredited college or university. 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, and 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.

M. The Board shall reimburse bargaining unit members for the cost of the renewal fee of their State of Michigan required certificates and/or licensure.

ARTICLE 5: WORKING HOURS

A. The work week of bargaining unit members shall be Monday through Friday, and in-school time for bargaining unit members shall be consistent with the negotiated calendar attached to this contract.

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. Some teachers may have a staggered schedule allowing them to provide intervention programming before or after school with consent of affected teacher(s).

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 two per school year, not on teacher half days 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. Any professional duties in excess of what is required in this contract must be agreed upon by the Association and the Superintendent.

E. Elementary teachers shall receive a minimum of 330 minutes of planning during delayed start weeks for preparation time within the scheduled work hours provided in Article 5, Section A. The 330 minutes will consist of 50 uninterrupted (meaning block of time) minutes 4 days a week, 30 minutes during delayed start for personal planning, and the 20 minute recess time all 5 days. The 330 minutes is prior to any volunteering or assigning of recess coverage. On non-delay start weeks, 300 minutes of planning will be provided. As part of such preparation time, elementary teaching specialists shall be provided 250 minutes of planning during the week. No meetings shall be scheduled during a teacher's planning period, unless otherwise agreed. If the teacher agrees to attend a meeting during their planning time they shall be paid at the rate of $30.00/hr in fifteen (15) minute increments.

F. Teachers performing recess duty shall be paid Ten Dollars ($10.00) for each 20 minute 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.

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 of no less than forty-five (45) minutes shall be provided for a meeting of the Association, as agreed upon by the Association and the Superintendent.

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 the school calendar shall be mutually agreed upon.

L. It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality educational program practicable for every student in the school district. For teachers, this includes (1) careful daily preparation; and (2) attendance at staff meetings. Required evening activities will be discussed with union representation before being added to the schedule.

M. The District, in consultation with the Association, may utilize delayed start times for professional learning activities consistent with Michigan law, including collaborative planning, curriculum work, instructional improvement, data review, and other activities that support educator growth and student achievement. Any use of delayed start time shall be structured to qualify as professional development under applicable state requirements, as necessary. The Association and the District may periodically agree to use delayed start times for planning time or release time.

ARTICLE 6: TEACHING LOADS AND ASSIGNMENTS

A. The normal teaching load in the senior high school will consist of an average of five (5) 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 five (5) daily teaching periods and one (1) period of preparation for core curriculum teachers. Related academics teachers at the middle school will teach five (5) periods per day on average with one (1) period of preparation. The parties agree to meet during the 2024-2025 school year to discuss the development of a schedule that may allow for additional intervention time to be added to the schedule.

No meetings shall be scheduled during a teacher's planning period, unless otherwise agreed. If the teacher agrees to attend a meeting during their planning time they shall be paid at the rate of $30.00/hr in fifteen (15) minute increments.

The term "preparation period" shall be construed to include the use of this period for purposes other than preparation that would be considered reasonable professional responsibilities or 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 weekly, 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, STEM, and physical education, and during the time of the 20 minute 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 chairs 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. No meetings shall be scheduled during a teacher's planning period, unless otherwise agreed. If the teacher agrees to attend a meeting during their planning time they shall be paid at the rate of $30.00/hr in fifteen (15) minute increments.

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. Bargaining unit members 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.

E. Academy/Seminar/WINN:
Secondary classroom teachers (6-12) can be assigned an additional academy or seminar group, not to exceed class size language. These students will not count towards the maximum teacher load, and these classes (seminar and WINN) will not require additional prep by the teachers. If there is content to be presented to students, teachers will receive the materials to share with students.

In year two of offering Academy/Seminar/WINN, the District and Association will evaluate the program and work together to ensure that Academy/Seminar/WINN time is being held to a consistent standard. Should the practice of Academy/Seminar/WINN not be consistent, the parties will either work to rectify the issue or dissolve the courses.

SRC (Student Recovery Center) will be offered through the duration of this agreement, with the Association and Administration evaluating the program every semester.

ARTICLE 7: WORKING 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 bargaining unit member'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 150 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-seven (27) students. In grades 4-5 a District average of 28 or fewer students per section with no individual class exceeding a maximum of twenty-nine (29) students.

   If after fifteen school days from the first student day of school the Board determines that it is necessary to exceed the above maximum class loads, the following compensation formula shall be instituted

   K-3 (over 27 students) 3.0% of BA base salary x # of days/180

   4-5 (over 29 students) 3.0% of BA base salary x # of days/180

   MS/HS (over 32 students) 1.0% of BA base salary x # of days/180

   MS/HS (over 150 students) 2.0% of BA base salary x # of days/180

   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. Distribution of special education students shall be determined by a group including affected regular education and special education teachers, as well as regular and special education administration. 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 bargaining unit member be required 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 bargaining unit member 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. Bargaining unit members 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 bargaining unit members 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 bargaining unit members are 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 two (2) 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 bargaining unit member shall be provided with the necessary professional equipment to perform their job.

J. Notwithstanding their employment, bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such bargaining unit members.

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 mentor teacher and the student teacher. If eligible, student teachers used as substitute teachers shall be compensated through the District's substitute teaching agency.

M. The Superintendent, Building Administrators and the Association will agree on the protocol if no substitute teacher is available.

N. 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.

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, bargaining unit members 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, bargaining unit members shall remain in school until the students under the direction of the bargaining unit member have left school and no further safety factor can be rendered by the bargaining unit member.

   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

2. Day(s) at the end of the school year.

   Bargaining unit members shall not be paid extra for the make up days unless the bargaining unit member was not paid for the corresponding day that was canceled.

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

Q. All bargaining unit members shall be compensated at the rate of $30 per hour, payable in 15 minute increments, for any IEP meetings outside of contractual hours if said meetings exceed more than two in one school year. Compensation under this section shall be capped at $400 per school year.

R. Surveillance equipment, including cameras, cannot be used for purposes of bargaining unit member evaluation or monitoring.

S. Bargaining unit members shall not be responsible for the administration of medicine and/or any medically related or health related services or procedures.

ARTICLE 8: 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 bargaining unit member 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 bargaining unit member 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 bargaining unit member whose personal illness extends beyond the period compensated for by sick leave pay shall be granted a leave of absence without pay.

6. Each bargaining unit member 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 or compensatory 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, subject to a lottery system developed and administered by the Superintendent or designee. At the Superintendent's discretion, bargaining unit members may use accrued sick days as personal days, in addition to the personal days already provided for in this section.

7. A bargaining unit member 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 $75 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 twelve (12) days to be used by bargaining unit members 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 the bargaining unit member is called for jury service or National Guard duty. This shall be limited to twenty (20) work days. The bargaining unit member shall receive their regular salary and the bargaining unit member 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 bargaining unit member's employment or the school, provided that the matter does not involve proceedings brought against the Board or the District by the bargaining unit member or the Association.
4. Approved visitation at other schools or for attending educational conferences or conventions. The number of bargaining unit members 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 the immediate family.
    b. Not more than three (3) days caused by the death of a 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.
    d. Additional days for other relatives or relationships at the discretion of the Superintendent.
6. Paternity. "No more than fifteen (15) consecutive days chargeable to a bargaining unit member's sick leave will be used for a spouse's 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 bargaining unit member for the purpose of child care. Said leave shall commence no sooner than 30 calendar days following the request of the bargaining unit member. 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 bargaining unit member may commence said child care leave after the birth of the child and they are physically able to adequately perform her teaching responsibilities.
    c. The leave of absence may be terminated upon the mutual agreement of the bargaining unit member 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 bargaining unit member shall be returned from the additional child care leave as if they were on layoff status.

e. Bargaining unit members must notify the Board in writing at least ninety (90) calendar days before the bargaining unit member intends to return to work.
f. Child care leaves for other than a newborn child shall be limited to no more than three (3) bargaining unit members on leave at any one time.

2. Up to two years to any bargaining unit member who joins the Peace Corps as a full-time participant in such a 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 bargaining unit members who are officers of the Association or are appointed to its staff. Bargaining unit members 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. They shall be reinstated to their 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 Uniformed 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 bargaining unit member 'license field.
6. Study to meet eligibility requirements for a professional-related license other than that held by the bargaining unit member.
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 bargaining unit member on leave who does not intend to return to the staff. Accordingly, such bargaining unit members 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. Bargaining unit members 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. Bargaining unit members 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. Bargaining unit members on an approved leave that is 90 consecutive days or more up to one year in duration, that encompasses the last day of the school year shall notify the Board of Education 45 calendar days in advance of the start of the school year of their intention to return to work.

3. Bargaining unit members 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 9: PROTECTION OF BARGAINING UNIT MEMBERS

A. A non-probationary bargaining unit employee shall not be disciplined without reasonable and just cause. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; discharges; or other actions of disciplinary nature. Any such discipline, or adverse evaluation of the performance of a non probationary bargaining unit employee shall be subject to the grievance procedure, hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association no later than the time discipline is imposed. Probationary employees may be discharged, disciplined, or laid off for any reason that is not arbitrary or capricious, without recourse of the grievance procedure.

B. For discipline that involves the discharge or demotion of a tenured teacher, or the non-renewal of a probationary teacher, the mandates, standards and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., shall apply. This paragraph does not limit any reasonable and just cause rights attributable to the failure to properly comply with the annual evaluation requirements and provisions of this Agreement that are not governed by the Michigan Teachers' Tenure Act.

C. The District shall maintain one (1) official personnel file for each bargaining unit member. A bargaining unit member 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 bargaining unit member 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 bargaining unit member. No "verbal warnings" shall be contained in the Personnel File. Any such warning deemed a "verbal warning" shall be communicated to the individual, and there shall be no written record of such in the employee's Personnel File.

D. 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.

   Complaints against the bargaining unit employee shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated.

   Complaints, as defined in this Section, shall not be usable for the purposes of annual teacher performance evaluations unless the complaint is substantiated.

E. Bargaining unit members 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.

F. If a bargaining unit member 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 bargaining unit member 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 bargaining unit member.

G. A bargaining unit member shall be entitled to have present a representative of the Association when they are being reprimanded. warned or disciplined for any infraction of rules or delinquency in professional performance Representation may also be requested when a bargaining unit member 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 bargaining unit member until such representative of the Association is present.

H. All of the rights granted to bargaining unit member in any or all of the Sections of this Article, entitled "Protection of bargaining unit member", are subject to the condition precedent that the bargaining unit member shall have conducted their selves 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 bargaining unit member stands in loco parentis to the pupil.

The Board of Education recognizes its responsibility to give all reasonable support and assistance to bargaining unit members 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 bargaining unit members without discrimination. It shall be the responsibility of the bargaining unit member 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 bargaining unit member is in control of the student which may cause the bargaining unit member reasonably to believe that the student is emotionally disturbed; and it shall likewise be the responsibility of the bargaining unit member 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 bargaining unit member, who has filed such a report, that the report was filed by mistake or in error, or that the bargaining unit member 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 bargaining unit member 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 bargaining unit member. 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.

I. Any case of assault upon a bargaining unit member shall be promptly reported to the Board or its designated representative. The Board shall render all reasonable assistance to the bargaining unit member 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 bargaining unit member as sick leave.

J. If any bargaining unit member is complained against or sued by reason of disciplinary action taken by the bargaining unit member against a student, the bargaining unit member 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 bargaining unit member making such request justifies any assistance from the Board and the extent thereof.

Staff Injuries Caused by Students

If a bargaining unit member is injured by a combative student, sick days will not be charged, provided that all of the following criteria have been met:

- The employee reported the injury to a supervisor AND the business office within 24 hours
- The employee went to the occupational health clinic as directed by the business office
- The medical leave of absence has been ordered by the district's occupational health doctor. If an employee is given restrictions that can be reasonably accommodated, the employee shall return to work or be charged sick time for the missed days.
- Combative student, for the use of this language, will be understood to mean a student who engages in violent or aggressive behavior while the member is at work.

The Employer shall pay to such bargaining unit member the difference between her/his salary and the amount, if any, received under the Worker's Compensation Act for the duration of such absence so that the bargaining unit member continues to be paid an amount as if he/she was actively working and not on disability leave.

K. The Board of Education will reimburse the bargaining unit member for the lesser of the cost of repair or the fair market value of clothing or other personal property, which a bargaining unit member 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 bargaining unit member stands in loco parentis to the pupil, provided that the loss, damage or destruction is not wholly or in part due to the bargaining unit member'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.

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

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

M. The Board will maintain Worker's Compensation for bargaining unit members in accordance with the laws of the State of Michigan.

ARTICLE 10: SENIORITY

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.

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 bargaining unit members 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.

C. 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 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.

ARTICLE 11: 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 Michigan Employment Relations Commission, which may include Fact Finding.

ARTICLE 12: 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 bargaining unit member or group of bargaining unit members 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 bargaining unit member, a group of bargaining unit members, 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 chairperson 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 them. 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 bargaining unit member or bargaining unit members 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 bargaining unit member 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.

4. The representative of the Association shall have the right to be present at every meeting throughout the grievance procedure.

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 they 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 Board's designated representative 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 Board'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 bargaining unit member, 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;

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.

ARTICLE 13: 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 bargaining unit members 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 bargaining unit member who willfully violates any of the above provisions may be disciplined forthwith, up to and including discharge, without recourse to any grievance procedure.

ARTICLE 14: 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. 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.

C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.

D. The parties shall agree and publish a calendar for the 2027-2028 school year on or before January 31, 2027 and to publish a calendar for the 2028-2029 school year on or before January 31, 2028.

ARTICLE 15: MENTORS

A. In accordance with Section 1526 of the Michigan School Code a mentor program will be implemented for the first three years of employment for each new hire. The purpose of this program is to coach and nurture a new hire 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:
- Shall be in good standing with the 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; or be willing to acquire such training along with the new where appropriate.
- shall be a voluntary assignment for one year. Based on a review by the administration, the mentor and the new hire, 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. Information shared within the mentoring relationship shall remain confidential except where disclosure is required by law, court order, administrative process, or where necessary to protect student or employee safety.
- 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 reimbursed for mentoring hours as listed. The mentor will provide a log or journal of mentor activities and meetings to the Superintendent, meeting required hours, by the end of the school year.

C. Minimum Mentoring Activity
First year Mentor:
4% stipend
Yearly average: 18-24 hours
District Level Meetings: up to 6 hours per year
Second year Mentor:
2% stipend
Yearly average: 12-16 hours
District Level Meetings: up to 4 hours per year
Third year Mentor:
2% stipend
Yearly average: 12-16 hours
District Level Meetings: up to 4 hours per year

D. New hires who have already completed 3 years of teaching will receive a mentor at the 1st Year column. The mentee will have a mentor for one year.

E. Bargaining unit members who are hired during the school year will follow the language above. In addition, the district will pro-rate the number of hours that need to be met and the mentor's stipend based on the number of days the new hire works during that school year.

F. Training Per Administrative Direction

Additional training may be provided based upon the needs of the mentor and the person they are mentoring. The registration cost of any training program will be paid for by the Fruitport Community Schools.

G. The Board and the FEA shall hold ongoing dialogue to help refine the new hire mentor process.

ARTICLE 16: EVALUATIONS

Teacher Evaluations

A. The negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:
1. specific performance goals that are developed by the school administrator or the school administrator's designee, in consultation with the teacher, to improve their effectiveness in the upcoming school year.
2. an evaluation of the teacher's job performance with timely and constructive feedback.
3. clear approaches to measuring student growth with relevant data on student growth.

4. multiple rating categories that take into account student growth and assessment data or student learning objective metrics that have been negotiated with the Association.
5. the use of student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation determination.
    a. The student growth and assessment data, or student learning objectives, shall consist of measurable, long-term academic goals set for all students that utilize available data as agreed to annually by the grade-level/department level teachers and the school administrator or designee conducting the evaluation.
    b. The teacher, in consultation with their administrator, may be allowed to eliminate data attributable to students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data.
    c. That data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.
6. a negotiated year-end evaluation form that utilizes other objective criteria for 80% of the year-end evaluation determination. The parties agree to use the University of Washington's Center for Educational Leadership's 5D/5D+ Teacher Evaluation System for teacher evaluations ~~during the 2024-2025 and 2025-2026 school years~~.

B. Process: The negotiated Performance Evaluation system, Post-observation Feedback Form", "Year-End Evaluation Reporting Form", and "individual Development Plan (IDP) Form" are attached and included in this Agreement in Appendix C.

1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will he conducted as follows:
    a. The teacher shall be notified no later than September 30 of each year who the administrator will be that conducts their year-end evaluation. lf no notification is provided by September 30 of each year, that teacher will be deemed effective.
    b. Classroom observations must include a review of the teacher's lesson plan and the state curriculum standard being used in the lesson and a review of pupil engagement in the lesson.
    c. A classroom observation must be not less than 15 minutes, but does not have to be for an entire class period. There must be at least 2 classroom observations of a teacher in each school year that the teacher is evaluated. The first observation shall occur no later than the last day of the first semester during that school year.
    d. There shall be notice of each planned observation date given to the teacher at least two (2) school days prior to the observation. Upon such notice, the teacher will provide information relative to 1.b before the classroom observation occurs.
    e. Feedback on 1.b will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than ten (10) calendar days after the

observation occurred. The teacher will be provided with written feedback from the observation on the post-observation feedback form contained in Appendix C within 30 calendar days after the observation. The second observation shall not occur until the teacher receives the post observation feedback form from the first observation. With mutual agreement between the teacher and the administrator, the post-observation meeting may be done electronically.

f. Observation and evaluation forms will align with those found within Appendix C, but will be completed and submitted electronically using the PIVOT Evaluation Software Platform.

2. The annual performance evaluation system will assign a year-end rating of "effective," "developing," or "needing support."
    a. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than the last day of the school year for teachers. With mutual agreement between the teacher and the administrator, the post-observation meeting may be done electronically. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective," per the year-end evaluation determination.

3. A teacher shall not be assigned an evaluation rating and shall be designated as unevaluated for a school year if:
    a. The teacher worked fewer than sixty (60) days during the school year;
    b. The teacher's evaluation results were vacated through the grievance procedure; or
    c. The teacher and the District agree that extenuating circumstances prevented completion of a year-end evaluation.
    d. If a teacher receives an unevaluated designation, the teacher's rating from the school year immediately preceding that designation shall be used for consecutive purposes as required by MCL 380.1249

4. If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they shall be evaluated triennially thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.

5. In addition to the above procedures teachers who are evaluated with an IDP (received "needing support," or "developing" rating thereafter, and/or first year teachers) shall be provided the following:
    a. specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.

b. training to be provided by the district to assist the teacher in meeting the goals of the IDP.
c. a mid-year progress report, supported with at least two (2) classroom observations conducted consistent with above and completed no later than February 1st, that Is used as a supplemental tool to gauge a teacher's improvement from the preceding school year, and to assist in any needed additional Improvement that Is aligned with the existing IDP.
d. A mentor teacher that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.

6. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.

7. All teachers shall have the right to submit a rebuttal to their evaluation, which will be included in their personnel file, and attached to the year-end evaluation.

C. Rights of Tenured Teachers
1. A tenured teacher who is rated as ”needing support" shall have the following due process rights to challenge said rating:
a. The teacher may request a review meeting of the evaluation and the rating to the District's superintendent. Such request must be made in writing within 30 calendar days after the teacher is informed of the rating, and a meeting with the superintendent shall be held no later than ten (10) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.

b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
I. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.
II. Within fifteen (15) calendar days of receipt of the request for mediation, the District shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.
2. A tenured teacher who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure, as outlined in Article 12, concerning the teacher's second evaluation rating and the evaluation process.

D. Training on evaluation system, tools, and reporting forms:
1. Within the first four (4) weeks of each school year, or as soon as able to be scheduled with the trainer, the District shall provide, during contractually scheduled Professional

Development time, training to all teachers on the evaluation system, reporting forms and other important components of the year-end evaluation process, and how each reporting form is used during the process.

2. Each administrator who is assigned to evaluate teachers shall have demonstrated expertise In the systems and tools used by the district which shall include a "rater reliability" training every three (3) years, as approved by the MDE, that minimally includes all of the following:
    a. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance consistent with the evaluation system and forms included in Appendix C.
    b. Clear expectations for what evaluators should look for when assessing teacher performance, Including key behaviors and practices that are associated with effective teaching as Included in the negotiated evaluation system and tools.
    c. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.
    d. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency In the evaluator's evaluations.
    e. Ongoing support for evaluators, including feedback from administrators and teachers to help them improve their skills and ensure they are consistently applying the evaluation criteria.

<u>Ancillary Evaluations</u>

A. The negotiated performance evaluation system for ancillary staff shall include a rigorous, transparent, and fair performance evaluation system that includes:
    1. specific performance goals that are developed by a District administrator or the District administrator’s designee, in consultation with the staff member, to improve their effectiveness in the upcoming school year.
    2. an evaluation of the staff member's job performance with timely and constructive feedback.
    3. The parties agree to use the existing evaluation tool(s).

B. Process: The negotiated Performance Evaluation system,
    1. observations that are intended to assist in the year-end performance evaluation for staff members will be conducted as follows:
        a. The staff member shall be notified no later than September 30 of each year who the administrator will be that conducts their year-end evaluation. lf no notification is provided by September 30 of each year, that staff member will be deemed effective. Building administrator(s) will contribute to the evaluation, where applicable.
        b. Staff members will be observed, for evaluation purposes, by a building administrator or direct administrator. There shall be notice of each planned observation date given to the staff member at least two (2) school days prior to the observation.

c. Feedback will be discussed during the post-observation meeting between the administrator conducting the observation and the staff member. The post-observation meeting shall be held no later than ten (10) calendar days after the observation occurred. The staff member will be provided with written feedback from the observation on a post-observation feedback form (email acceptable) within 30 calendar days after the observation. The second observation shall not occur until the staff member receives the post observation feedback form from the first observation. With mutual agreement between the teacher and the administrator, the post-observation meeting may be done electronically.

2. The annual performance evaluation system will assign a year-end rating of "effective," "developing," or "needing support."
    a. The year-end evaluation determination and form shall be delivered at a meeting with the administrator and the staff member no later than the last day of the school year for teachers. With mutual agreement between the teacher and the administrator, the post-observation meeting may be done electronically. In the event there is no year-end evaluation as described above, the ancillary staff member shall be deemed "effective," per the year-end evaluation determination.
3. An ancillary staff member shall not be assigned an evaluation rating and shall be designated as unevaluated for a school year if:
    a. The employee worked fewer than sixty (60) days during the school year;
    b. The employee's evaluation results were vacated through the grievance procedure; or
    c. The employee and the District agree that extenuating circumstances prevented completion of a year-end evaluation.
    d. If an employee receives an unevaluated designation, the teacher's rating from the school year immediately preceding that designation shall be used for consecutive purposes as required by MCL 380.1249
4. If an ancillary staff member has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they shall be evaluated triennially thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the ancillary staff member shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.
5. In addition to the above procedures, ancillary staff members who are evaluated with an IDP ("needing support," or "developing" rating thereafter, and/or first year hires) shall be provided the following:
    a. specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the ancillary staff member.
    b. training to be provided by the district to assist the staff member in meeting the goals of the IDP.
    c. a mid-year progress report, supported with at least one (1) observation conducted consistent with above and completed no later than February 1st, that

is used as a supplemental tool to gauge a staff member's improvement from the preceding school year, and to assist in any needed additional improvement that is aligned with the existing IDP.

d. A mentor who is a bargaining unit member of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.

6. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.
7. All bargaining unit members shall have the right to submit a rebuttal to their evaluation, which will be included in their personnel file, and attached to the year-end evaluation.

C. Rights of Tenured Ancillary Staff

1. A tenured staff member who is rated as "needing support" shall have the following due process rights to challenge said rating:
    a. The staff member may request a review meeting of the evaluation and the rating to the Superintendent. Such request must be made in writing within 30 calendar days after the ancillary staff member is informed of the rating, and a meeting with the Superintendent shall be held no later than ten (10) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the ancillary staff member within thirty (30) calendar days after the meeting.
    b. If the written response does not resolve the matter, the staff member or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
        I. The request must be submitted in writing within thirty (30) calendar days after the staff member receives the written response from the superintendent.
        II. Within fifteen (15) calendar days of receipt of the request for mediation, the District shall provide a written response to the staff member and the Association confirming the mediation will be scheduled as appropriate.
2. Bargaining unit members who receive two (2) consecutive ratings of "needing support" may demand to use the grievance procedure, as outlined in Article 12, concerning the bargaining unit member's second evaluation rating and the evaluation process.

ARTICLE 17: VACANCIES

A. Definition of "Vacancy":

A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled, including newly created positions, as well as such positions currently filled but anticipated to be open in the future for a period of thirty (30) or more school days.

Any vacancy that occurs after the beginning of the school year shall be posted as a Temporary Vacancy and remain posted until filled. Temporary employees shall be treated as permanent employees for purposes of pay, benefits and other working conditions set forth in this agreement. If the position is to continue beyond the initial school year, it shall be posted and filled in accordance with the provisions for filling vacancies outlined below.

Notification (Posting) of Vacancies and Application:

Vacancies occurring within the bargaining unit, including newly created positions, shall be provided via e-mail to each bargaining unit employee with a copy of such posting to the Association. Positions as described above shall be posted at least seven (7) calendar days prior to being filled. Bargaining unit employees may apply for such positions by submitting an e-mail of interest to the personnel office. Said positions shall be filled in accordance with the procedure outlined in Section C below.

Summer Months: During the summer months when regular school is not in session, the Employer will provide via email to all bargaining unit employees who provide one, all vacancies as above described and shall also forward, at the same time, copies of said vacancies to all bargaining unit employees known by the Employer to be certified for the position (if certification is required) and the Association. Positions so posted shall remain posted at least seven (7) calendar days prior to being filled. If both parties agree, the posting period may be shortened. Application may be made in the same manner as described above. Likewise, these positions shall be filled on the same basis.

B. Awarding of Vacancies:

Internal qualified applicants shall be awarded the position prior to considering external applicants. Awarding a vacancy to external applicants shall only occur if no existing bargaining unit employees meet the criteria outlined in this Section.

The most qualified and adequately certified internal applicant shall be awarded the position. "Most Qualified" shall be determined as follows:

1. The bargaining unit member's number of years teaching in the grade level or subject area within the district. Partial year teaching in a grade level or subject area shall be credited with a fractional percentage of that year taught, rounded to the nearest $1/10^{th}$.
    a. Grade level credit for teaching in grades Pre-K through 5 shall count towards any "elementary vacancy."
    b. Subject level credit shall be defined as any position relevant to the subject included in the vacancy (e.g.: Math, Science, English, Social Studies, etc.)
    c. A teacher who is assigned classes in multiple subject areas for any given year shall be credited with one (1) year of teaching experience in each of those subject areas during each of those years (or fractional credit as outlined above for partial year experience).

2. Applicants awarded the position must have at least seventy-five percent (75%) of their year-end evaluations rated as "highly effective" or "effective." In the event no internal applicant meets this criterion, then this requirement shall not apply, and the most experienced internal applicant shall be awarded the position.

3. In the event two (2) or more applicants are tied for the qualification determinations outlined above, the position will be awarded to the most senior applicant.

4. A bargaining unit member who has been awarded and accepted a vacant position within the District during a school year shall not be eligible for consideration for an additional vacant position during that same school year unless approved by the Superintendent/designee and the Association. The District reserves the right to deny any request for an additional transfer within the same school year when, in the judgement of the District, such transfer would adversely affect instructional continuity, staffing stability, operational efficiency or the educational interests of students.

5. Notwithstanding any other provision of this Article, the District reserves the right to deny the transfer of any employee who has not been in their position for a minimum of three years. A transfer may happen on an individual basis, if mutually agreed upon between the Association and the District.

C. Any speech-language pathologist (SLP) currently assigned to a specific school site, program, or caseload shall have the right to remain in that assignment for the following school year, provided the position continues to exist.

1. An "Assignment" shall be defined as the specific school building(s), specialized programs, or specific caseload configuration to which the SLP was appointed. This includes "Split-Site Assignments" where an SLP serves multiple locations within a district. Assignments will not cross districts, each SLP will remain within one district.

2. Seniority shall be defined in the same manner as other employees, stated in Article 10.

3. A vacancy is defined as a position created by a resignation, retirement, leave of absence (exceeding one school year), or the creation of a new full-time equivalent (FTE) position.

4. When a vacancy occurs, it will follow the vacancy procedures laid out in Article 17.

5. Vacancies shall be filled by internal applicants based on the following hierarchy:
   Seniority
   Good Standing
   Finality of Assignment.

6. These areas shall be defined as:
   - Seniority: The applicant with the greatest length of continuous service to the district.

- Good Standing: The applicant must not be currently on a formal "Plan of Improvement" or disciplinary probation.
- Finality of Assignment: Once an SLP is granted a transfer to a vacancy, that site becomes their new "current assignment".

7. In the event that a site configuration must be changed due to enrollment shifts, the affected SLP(s) shall be given their options of placement. If two SLPs are vying for the same placement, the SLP with the greatest seniority shall be given the placement.

ARTICLE 18: TRANSFERS

A. Definition of "Transfer":

A "transfer" shall be defined as either a voluntary or involuntary change in (1) a bargaining unit employee's position or assignment to another position or assignment within the bargaining unit, (2) building assignment, (3) grade level(s) included in an assignment in preK-5 (4) subject area(s) included in an assignment, (5) a non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc., or (6) Special Education assignment such as learning disability, emotionally impaired, etc. Transfer awarding of vacancies shall be first governed by the language in Article 17 pertaining to vacancies. Other transfers will be governed by this Section.

B. Voluntary Transfers:

A request for a transfer may be made at any time in writing to the Superintendent with a copy to the Association. The request shall specify the school, grade, and subject/position sought. Subject to possessing adequate certification, a request for voluntary transfer shall be granted unless the granting of same is inconsistent with the contract language pertaining to the filling of vacancies. The Employer shall acknowledge receipt of the request for transfer within five (5) working days. No bargaining unit employee shall be discriminated against because of a request to transfer. Vacancies caused by a voluntary transfer shall be posted unless that vacated position is eliminated.

C. Involuntary Transfers:

Involuntary transfers may be affected only for reasonable and just cause. Thirty (30) days' notice of the intention to transfer specifying the reasons for same and the specific position to be transferred to shall be provided to the affected bargaining unit employee and the Association. Cause for involuntary transfer includes only cause involving the individual's performance or as part of a necessary reduction of force, as determined pursuant to this Agreement to maintain the most senior (if a tiebreaker) qualified staff possible district-wide consistent with the requirements of this Agreement. The specifics of the use of involuntary transfers as part of staff reduction shall be outlined in the Layoff & Recall Article of this Agreement.

D. No bargaining unit employee shall be involuntarily transferred to implement a school improvement plan developed pursuant to any enacted State or Federal Laws unless required by that statute.

E. Staff who are on an IDP will not be considered for transfer until the requirements of the IDP have been met satisfactorily.

ARTICLE 19: REDUCTION IN PERSONNEL / LAYOFF AND RECALL / TRANSFERS

A. Reduction in Force and Recall for Classroom Teachers

When making program and staffing decisions resulting in the elimination of a teaching position or the recall of a teacher to a vacant teaching position, the District will retain the most effective classroom teachers who are certified and qualified to instruct courses within the applicable curriculum, academic levels, and departments. The District has the exclusive right to determine the size of the teaching staff based on curricular, fiscal, and other operating conditions. To the extent that the determinations involve Revised School Code Section 1248 requirements, the clear and transparent procedures of this Policy guides the implementation of that statute.

1. General Provisions

   a. The Superintendent is responsible, acting within the approved budget, for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing teaching staff or that a reduction in teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend the teaching positions to be reduced.
   b. Reduction in force and recall decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249.
   c. Decisions about the reduction and recall of teachers will be guided by the following criteria:
      i. Retaining the most effective teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), department(s), and school schedule(s). A probationary teacher rated as effective or highly effective on the teacher's most recent annual year-end performance evaluation is not subject to displacement by a tenured teacher solely because the other teacher is tenured under the Teachers' Tenure Act.
      ii. Teachers must be properly certified, approved, or authorized for all aspects of their assignments. The teacher's certification, authorization, or approval status will be:

B. Determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations; and

C. Based on documentation on file with the Superintendent's office.

1. A teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent's office in compliance with Revised School Code Section 1532.
2. If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.

    a. In addition, teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:

        i. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
        ii. Credentials needed for District, school, or program accreditation;
        iii. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;
        iv. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
        v. Disciplinary record, if any;
        vi. Length of service in a grade level(s) or subject area(s);
        vii. Recency of relevant and comparable teaching assignments;
        viii. Previous effectiveness ratings;
        ix. Attendance and punctuality;
        x. Rapport with colleagues, parents, and students;
        xi. Ability to withstand the strain of teaching;
        xii. Compliance with state and federal law; and
        xiii. Other relevant factors as determined by the Superintendent or designee.

            a) Teachers must provide the District with current information and documentation supporting the teacher's certification and qualifications.

D. Reduction and recall decisions will be based on the teacher's certification and qualifications in the District's records at the time of the decision.
E. A laid off teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.
F. Failure to maintain current contact information may negatively impact the teacher's recall.

1. Teacher reductions and recalls are by formal Board action.

2. Before the Board authorizes a teacher reduction, the Superintendent or designee will notify, in writing, the affected teacher of an opportunity to respond, either in person or in writing, to the proposed reduction.

3. The Superintendent or designee will provide written notice of Board reduction in force or recall decisions to each affected teacher.

4. A teacher's length of service with the District or tenure under the Teachers' Tenure Act will not be the sole factor in reduction in force and recall decisions.

G. Teacher reduction in force decisions will be implemented by the following:

1. If 1 or more teaching positions are to be reduced, the Superintendent will first identify the academic level(s) or department(s) affected by the reduction. Among those teachers who are certified, approved, or authorized and qualified to instruct the remaining curriculum within the affected academic level(s) or department(s), selection of a teacher(s) for reduction in force will be based on the factors set forth in this Article.

2. Teachers within the affected academic level(s) or department(s) who are certified and qualified for the remaining positions will be retained consistent with the factors set forth in this Article.

3. When a teaching position is identified for reduction and there exists a concurrently vacant teaching position for which the teacher in the position to be reduced is both certified and qualified, and the teacher has received an overall rating of at least effective on that teacher's most recent year-end performance evaluation, that teacher may be assigned to the vacant position consistent with Article 17 unless the Superintendent or designee determines that the District's educational interests would not be furthered by that assignment.

4. If more than 1 teacher whose position has been identified for reduction is certified and qualified for a concurrently vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with Article 17, unless the Superintendent determines that the District's educational interests would not be furthered by that assignment.

5. If the reduction or recall decision involves more than 1 teacher and all other factors distinguishing those teachers from each other are equal, seniority (as established by the most recent seniority list for the bargaining unit to which the teachers belong or, if none exists, the District's records) will determine preference for reduction or recall.

H. Teacher Recall Process

1. A teacher is eligible for recall under this Article for twelve (12) months from the date the District implemented the reduction in force.
2. The Superintendent will first identify the academic level(s) or department(s) where a teaching vacancy exists.
3. Before or in lieu of initiating the recall of a laid-off teacher, the Superintendent may reassign teachers to fill vacancies in accordance with Article 17.

4. After or in lieu of any reassignment of existing teaching staff, the Superintendent may take either of the following actions to fill a vacancy:
    a. Recall the laid-off teacher who is certified and qualified for the vacancy, provided the teacher was rated at least effective. If more than 1 laid-off teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with Article 17; or
    b. Post the vacancy and consider all applicants if the Superintendent determines that:
    c. the District's educational interests would not be furthered by recalling an otherwise eligible laid-off teacher who meets the certification and qualification standards for the position, considering the factors in Article 17; or
    d. no teacher on layoff meets the certification and qualification requirements for the position as otherwise stated herein.
5. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled teachers and will establish the time within which a teacher must accept recall to preserve the teacher's employment rights.
6. A laid-off teacher who is offered an interview for a vacancy and who fails to appear at that interview forfeits all rights to recall and continued employment.
7. A laid-off teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

    If a collective bargaining agreement or individual employment contract governs reduction in force or recall, the Superintendent or designee will adhere to the applicable language.

I. Reduction in Force and Recall of Non-Teaching Professionals Not Subject to Revised School Code Section 1249

For Non-Teaching Professionals governed by a collective bargaining agreement, the Superintendent will implement the collective bargaining agreement's standards and procedures that pertain to reduction in force or recall when recommending a reduction in force or recall to the Board.

If no collective bargaining agreement exists, or if an existing agreement does not address reduction in force or recall of Non-Teaching Professionals, the Superintendent will recommend a reduction in force or recall among Non-Teaching Professionals using the same standards and procedures as set forth in this Policy for teachers.

J. Unemployment Compensation

A teacher or Non-Teaching Professional who is laid off and who is paid unemployment compensation chargeable to the District during the summer immediately following a reduction in force and who is recalled on or before the beginning of the next school year will be paid according to an annual adjusted salary rate such that the employee's unemployment compensation received plus the adjusted annual salary rate will be equal to the annual rate

of salary the employee would have earned for the school year had the employee not been laid off.

ARTICLE 20: DURATION OF AGREEMENT

This Agreement shall be effective on August , 2026. 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

By_____
President

By_____
Vice-President

By_____
Secretary

By _____
Treasurer

By _____
Trustee

By _____
Trustee

By _____
Trustee

FRUITPORT EDUCATION
ASSOCIATION, MEA-NEA

By _____
President

APPENDIX A

1. Horizontal movement within the schedule will be approved based on additional coursework per contract language.
2. Bargaining unit members shall advance on the salary schedule in the first pay in September.
3. For the 2026-2027 school year, bargaining unit members' steps shall be adjusted per the attached Appendix (which includes a step). The salary schedule shall be adjusted per the attached Appendix.
4. For the 2027-2028 school year, bargaining unit members shall advance one step and the salary schedule shall be adjusted per the attached Appendix.
5. At the conclusion of the 2026-2027 school year, there will be a one-time, $500 off-schedule payment to each staff member, paid in a paycheck or into their HSA, whichever they prefer.
6. For the 2028-2029 school year, bargaining unit members shall advance one step and the salary schedule shall be adjusted based on a wage-opener completed by June 30, 2028.
7. Beginning with the 2028-2029 school year, the columns of BA+24 and MA+18 will be removed. Employees currently in those columns will continue to use those columns, but no one new will be placed on them. These columns shall remain in the contract until all those individuals have moved past that column or retired.
8. Both parties agreed upon the use of Fruitport's FY 2026 allocation of Section 27l(2) when determining the 2026-2027 salary schedule.

SALARY SCHEDULE 2026-2027

	BA	BA +24	MA	MA + 18	MA + 30/60	PHD
1	53,500	55,500	57,500	59,500	64,000	66,000
2	55,500	57,500	59,500	61,500	66,000	68,000
3	57,500	59,500	61,500	63,500	68,000	70,000
4	59,500	61,500	63,500	65,500	70,000	72,000
5	61,000	63,000	65,000	67,000	72,000	74,000
6	62,900	64,900	66,900	68,900	74,000	76,000
7	64,800	66,800	68,800	70,800	76,000	78,000
8	67,300	69,300	71,300	73,300	78,000	80,000
9	69,500	71,500	73,500	75,500	80,000	82,000
10	71,800	73,800	75,800	77,800	82,000	84,000
11	73,000	75,000	77,300	79,300	84,000	86,000
12	74,200	76,200	78,800	80,800	86,000	88,000
13	75,500	77,500	80,300	82,300	88,000	90,000
14	76,850	78,850	81,800	83,800	90,000	92,000
15	77,750	79,750	83,300	85,300	92,000	92,750
16	78,650	80,650	84,800	86,800	93,000	93,500
17	79,550	81,550	86,300	88,300	94,000	94,250
18	80,450	82,450	87,800	89,800	94,600	95,000
19	81,350	83,350	88,550	90,550	95,200	95,750
20	82,250	84,250	89,300	91,300	95,800	96,500
21	83,150	85,150	90,050	92,050	96,400	97,250
22	84,050	86,050	90,800	92,800	97,000	98,000
23	84,950	86,950	91,550	93,550	97,600	98,750
24	85,850	87,850	92,300	94,300	98,200	99,500
25	86,750	88,750	93,050	95,050	98,800	100,250
26	87,650	89,650	93,800	95,800	99,400	101,000
27	88,550	90,550	94,550	96,550	100,000	101,750
28	89,450	91,450	95,300	97,300	100,600	102,500
29	90,350	92,350	96,050	98,050	101,200	103,250
30	91,250	93,250	96,800	98,800	101,800	104,000

SALARY SCHEDULE 2027-2028

	BA	BA +24	MA	MA + 18	MA + 30/60	PHD
1	55,105	57,165	59,225	61,285	65,920	67,980
2	57,165	59,225	61,285	63,345	67,980	70,040
3	59,225	61,285	63,345	65,405	70,040	72,100
4	61,285	63,345	65,405	67,465	72,100	74,160
5	62,830	64,890	66,950	69,010	74,160	76,220
6	64,787	66,847	68,907	70,967	76,220	78,280
7	66,744	68,804	70,864	72,924	78,280	80,340
8	69,319	71,379	73,439	75,499	80,340	82,400
9	71,585	73,645	75,705	77,765	82,400	84,460
10	73,954	76,014	78,074	80,134	84,460	86,520
11	75,190	77,250	79,619	81,679	86,520	88,580
12	76,426	78,486	81,164	83,224	88,580	90,640
13	77,765	79,825	82,709	84,769	90,640	92,700
14	79,156	81,216	84,254	86,314	92,700	94,760
15	80,083	82,143	85,799	87,859	94,760	95,533
16	81,010	83,070	87,344	89,404	95,790	96,305
17	81,937	83,997	88,889	90,949	96,820	97,078
18	82,864	84,924	90,434	92,494	97,438	97,850
19	83,791	85,851	91,207	93,267	98,056	98,623
20	84,718	86,778	91,979	94,039	98,674	99,395
21	85,645	87,705	92,752	94,812	99,292	100,168
22	86,572	88,632	93,524	95,584	99,910	100,940
23	87,499	89,559	94,297	96,357	100,528	101,713
24	88,426	90,486	95,069	97,129	101,146	102,485
25	89,353	91,413	95,842	97,902	101,764	103,258
26	90,280	92,340	96,614	98,674	102,382	104,030
27	91,207	93,267	97,387	99,447	103,000	104,803
28	92,134	94,194	98,159	100,219	103,618	105,575
29	93,061	95,121	98,932	100,992	104,236	106,348
30	93,988	96,048	99,704	101,764	104,854	107,120

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.	6.0
Basketball – Boys	H.S. Head Varsity	15.0
	Jr. Varsity	9.0
	Freshman	8.0
	M.S.	6.0
Basketball – Girls	H.S. Varsity	15.0
	Jr. Varsity	9.0
	Freshman	8.0
	M.S.	6.0
Bowling – Boys & Girls		7.5
Cheerleading – Girls	Varsity Competitive Cheer	7.5
	Jr. Varsity Competitive Cheer	6.5
	MS Competitive Cheer	6.0
	HS Sideline Cheer—Varsity	7.5
	HS Sideline Cheer—JV	6.5
	MS Sideline Cheer	6.0
Cross Country – Boys & Girl	H.S.	7.5
	M.S.	6.0
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	6.0
	Asst. Coach	5.0
Golf – Boys	H.S.	7.5
Golf – Girls	H.S.	7.5

Soccer – Boys	H.S. Varsity	9.3
	Jr. Varsity	7.1
Soccer – Girls	H.S. Varsity	9.3
	Jr. Varsity	7.1
Softball – Girls	H.S. Head Varsity	9.3
	Jr. Varsity	7.1
	M.S.	6.0
Tennis – Boys	H.S.	7.5
- Girls	H.S.	7.5
	Jr. Varsity	6.5
Track – Boys	H.S. Head Varsity	9.3
	Asst. Varsity	7.1
	M.S.	6.0
Track – Girls	H.S.	9.3
	Asst. Varsity	7.1
	M.S.	6.0
Volleyball – Girls	H.S.	15.0
	Jr. Varsity	9.0
	Freshman	8.0
	M.S.	6.0
Volleyball – Boys	H.S.	7.5
Wrestling – Boys	H.S. Head Varsity	15.0
	Asst. Varsity	9.0
	M.S.	6.0
Wrestling – Girls	H.S. Head Varsity	7.5

Band	H.S.	15.0
	M.S.	11.0
Be Nice	H S.	3.0
DECA		5.0
Drama	H.S.	5.0
Equestrian	H S/M S.	3.0
E-Sports	H S.	3.0
Girls on the Run	1 per elementary	2.0
Imagery		5% (2.5% per advisor)
Math Counts		3.0
Musical Director		5.0
National Honor Society		6.0
Quiz Bowl		3.0
Robotics	H S.	5.0
	M S.	3.0
School Store	H S.	5.0
Student Council Advisor- H.S	Asst – 2%	6.0
Student Council Advisor- M.S		4.0
Vocal Music	HS Vocal	3.5
	MS Vocal	3.5
	Musical Pit	1.5
	Musical Vocal	2.5
Yearbook		3.0
Youth in Government		3.0

Mentor Teachers – per school year -	Per mentee	4.0 (1st year) 2.0 (2nd year) 2.0 (3rd year)

12th Class Advisors (per position): 1 day's pay at daily per diem rate

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

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

Summer School: $30.00

Counselors shall be paid at the daily per diem rate for any work that is required prior to the start of the school year.

The parties hereby agree to establish an Appendix B Committee, composed of the Athletic Director, the Director of Business and Finance, and other building administrator(s), as selected by the Director of Business and Finance, and up to an equal number of representatives from the Association. The purpose of the committee will be to review all current Appendix B positions; modify any existing positions; add additional positions to existing activities; add new activities/positions if deemed necessary or appropriate; and modify pay rates. The committee shall meet annually, or as need (e.g. every other year), no later than June 30 of each school year. The decision of the committee shall take effect the following school year. Bargaining unit members may submit requests for changes or additions to Appendix B to the Committee no later than April 30 of each school year.