

AGREEMENT

Between The

BOARD OF EDUCATION

Of The

FRANKENMUTH SCHOOL DISTRICT

And The

**FRANKENMUTH TEACHERS' PROFESSIONAL
ORGANIZATION**



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FTPO
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COVERING THE PERIOD
From
AUGUST, 2006 TO AUGUST, 2009

INDEX

Administrators to Teaching.....	38
Assignment	4,5
Calendar.....	7-9
Civic Leaves (Military, Government Service)	34
Class Size.....	11
Compensation.....	14-26
Court Appearances.....	31
Dental/Orthodontics	28
Discipline of Teachers.....	32, 33
General Terms of Benefit Administration.....	26
General Conditions – Meetings.....	13,14
General Statement.....	38,39
Grievance Procedure.....	12
Hospitalization/Health Care & Cash Option.....	26-28
Layoff.....	35, 36
Leaves of Absence, General.....	33
Life Insurance.....	28, 29
Loss of Time Insurance.....	28
Out-Of-Schedule Teachers	26
Personal Leave (Compensated).....	30, 31
Personal Leaves (Childbirth & Childcare, Extended Health, Involuntary, Sabbatical).....	30, 31
Professional Development.....	32
Professional Study Committee.....	31, 32
Professional Dues.....	3, 4
Professional Actions.....	34, 35
Professional Leaves (Advanced Study).....	33, 34
Recognition Statement.....	3
Religious Holidays.....	29
Retirement Incentives.....	26
Sick Leave.....	29, 30
Student Discipline Policy.....	12, 13
Teacher Evaluations.....	32
Teachers' Rights.....	4
Teaching Conditions.....	11
Tenure - Extracurricular and Additional Teaching.....	31
Vacancies.....	10, 11
Vision	28

THIS AGREEMENT ENTERED INTO BETWEEN THE BOARD OF EDUCATION, FRANKENMUTH SCHOOL DISTRICT, FRANKENMUTH, MICHIGAN, HEREINAFTER CALLED THE "BOARD" AND THE FRANKENMUTH PROFESSIONAL ORGANIZATION, HEREINAFTER CALLED THE "FTPO."

I. RECOGNITION

- A. The Board hereby recognizes the Frankenmuth Teachers' Professional Organization as the sole and exclusive bargaining representative to the extent required by Act 379 of the Public Acts of 1965 for the following employees: all Certified Classroom Teachers, Guidance Counselors, Director of Guidance, School Librarian, School Psychologist and School Social Worker, but excluding Principals, Assistant Principals, Superintendent, Assistant Superintendent, and Substitute Teachers; for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment.
- B. It shall be the priority and intention of the Board of Education and the administration to hire full-time teachers to fill vacancies, as opposed to hiring part-time teachers and staff to fill such vacancies. The Board of Education and the administration shall undertake all reasonable efforts in furtherance of such priority and intention set forth in this paragraph. However, this clause is not intended to prevent or in any way limit the Board of Education and the administration from filling hourly vacancies (Overloads-IV, section K) with existing FTPO staff.
- C. The term "teacher" when used hereinafter in the Agreement, shall refer to all employees recognized in this section.
- D. The word "FTPO" in this contract refers to the existing teacher organization.
- E. The Board and its administrative agents agree not to negotiate professional duties or compensation with individual teachers.
- F. This agreement between the Board of Education and the FTPO shall supersede any policies, rules or procedures of the Board, which shall be contrary to or inconsistent with its terms.

II. PROFESSIONAL DUES

- A. The administration shall deduct one-ninth (1/9) of the FTPO dues or assessment from the last regular salary check each month for nine (9) months beginning in September and ending in May. Payroll deductions for FTPO dues or assessments shall be made from the checks of employees whose positions are listed in the section of this agreement entitled "Recognition."
- B. The FTPO shall use the seniority list as authorization for check-off and shall be fully responsible for the validity and correctness of the list. Dues or assessments shall be deducted from the paychecks of all personnel whose names are on the seniority list. The FTPO shall be responsible for notifying the administration in writing of the amounts to be collected and to whom dues or assessments shall be paid. The Board agrees that the administration will remit dues or assessments collected within thirty (30) calendar days of each collection date to the treasurer of the FTPO. The FTPO treasurer will provide a receipt for each remittance to the administration.
- C. Teachers shall be notified one (1) pay period in advance of the first installment. Such notification

shall be the responsibility of the FTPO. The FTPO shall indemnify and save harmless the school employer and school corporation against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the school employer or school corporation in reliance upon signed authorization cards or lists furnished to the school employer or school corporation by the FTPO for the purpose of payroll deduction of dues.

III. TEACHERS' RIGHTS

- A. With respect to matters affecting the working conditions, assignments, remuneration, and/or welfare of employees, the Board agrees that it will make no changes in present conditions and/or policies without prior negotiation and agreement with the FTPO. The administration acts as agents for the Board of Education. This section is not intended to imply that the entire contract would be reopened but only that portion dealing with the immediate concern.
- B. The Board and the FTPO agree to continue the policy of not discriminating against any employee on the basis of race, color, creed, gender, religion, age, or handicapping condition, and to represent equally all employees without regard to membership, participation in, or association with, the activities of any employee organization.

IV. ASSIGNMENT

- A. Any teacher who is to be affected by a change in grade or subject matter or placed outside his area of competence or scope of certification shall be notified and given an opportunity for consultation by July 1 before said change is formally made. It is understood that some assignments may be dependent on enrollment in specific grades or classes and some teachers may not know their assignments until after July 1. Such teachers will be so advised and counseled by their principals. Such reassignment shall be only for the specific school year at which time the assignment can be reviewed again.
- B. Teaching assignments shall be a part of each teacher's contract, subject to revision. If revisions are made, a new contract shall be issued.
- C. A part of each faculty member's contract shall list extracurricular duties, paid or not. Administration shall endeavor to balance faculty members' extracurricular work loads.
- D. All teachers shall have a duty-free lunch period. A teacher may be assigned during the lunch period, but it shall be considered as a compensated extracurricular assignment. If no teacher volunteers for this duty, a rotating system may be used. The Board agrees that a concerted effort will be made to avoid assigning teachers to a rotating system of noon hour supervision.
- E. No teacher shall be required to eat lunch at school unless that teacher is assigned noon hour duty.
- F. Teachers are urged to voluntarily participate in parent/teacher organizations.
- G. Parent/teacher conferences and Open House will be scheduled in the fall of each year.
 - 1. Students will be dismissed for Thanksgiving Vacation following a half-day session Wednesday morning.
 - 2. Teachers will be available to meet with parents for the remainder of the Wednesday school

day and Monday & Tuesday evenings of that week. The two evening sessions may be scheduled differently for each building or grade level, but will not exceed a three-hour block each day.

3. Teachers in grades K through 4 shall schedule their own appointments for parent/teacher conferences.
4. Each staff member shall be required to attend one 90 minute Open House, which will be scheduled in each building between pre-school week and the 2nd week of school. This requirement shall be waived for individual staff members upon approval from the administration.

H. Assignment

A teacher workday will be scheduled on Martin Luther King Day. FTPO members may choose to work on site on this day or complete semester end reports on their own personal time. The workday prior to and the workday following Martin Luther King Day may not be designated for use as a personal day. This section IV-H of the Master Agreement will be re-evaluated by the Board as to its effectiveness at the end of this agreement.

I. School Calendar

1. The creation of the school calendar is a part of the collective bargaining process. At the onset of negotiations, the FTPO and Board bargaining teams will negotiate school calendars to cover the life of the Master Agreement. It is expected that a tentative agreement on at least the first year can be reached so an anticipated calendar can be published even before the entire new contract is finalized.
2. The Board of Education reserves the right to set the first day of school as per Public Act 112 of 1994.
3. In the event of an emergency situation (e.g. building fire, health emergency, etc.) or "Acts of God" days, the Superintendent is authorized to delay or close school. FTPO members will not be required to report to work while school is delayed. On days when school is closed, no FTPO member shall be required to report to work.
4. In the event that State mandated hours of pupil instruction are not achieved, affected FTPO staff shall be required to work necessary pupil instruction hours to meet state minimum requirements, with said hours being added at the end of the scheduled school year. Professional Development time will not be added to the end of the calendar in lieu of pupil instruction hours lost. Staff shall receive no additional compensation for performance or work required under this section I4. Pupil instruction hours are defined as scheduled pupil instruction time plus qualified professional development time, minus hours of canceled pupil instruction forgiven, in accordance with the Michigan Department of Education.
5. If current state law specifying the number of pupil instruction hours that school must be in session is repealed or modified, causing the district to not be in compliance of state mandated levels, the Board & FTPO agree to open this section and any pertinent section of the Master Agreement for renegotiation.

6. The following school calendars have been agreed upon by the Board of Education and the FTPO:

**FRANKENMUTH SCHOOL DISTRICT
2006/2007 SCHOOL CALENDAR**

Student Days
FD = First Day
LD = Last Day

Teacher Days
NT = New Teacher Orientation
TW = Teacher Work Day
TI = Teacher Inservice
CO = Conference
M = Make-Ups

Student Days = 180

Teacher Days = 186

2006 JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5						1	2
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	FD	6	7	8	9
9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23
23	24	25	26	27	28	29	27	NT	TI	TI	TW			24	25	26	27	28	29	30
30	31																			
							TD-3 SD-0							TD-19 SD-19						
OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4						1	2
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
15	16	17	18	TI	TI	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
22	23	24	25	26	27	28	19	20	21	CO	23	24	25	17	18	19	20	21	22	23
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30
TD-22 SD-20							TD-20 SD-20							TD-16 SD-16						
2007 JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10	4	5	6	7	8	9	10
14	TW	16	17	18	19	20	11	12	13	14	15	16	17	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28				25	26	27	28	29	30	31
TD-22 SD-21							TD-20 SD-20							TD-17 SD-17						
APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7			1	2	3	4	5						1	2
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	LD	9
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	M	M	M	M	M	16
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23
29	30						27	28	29	30	31			24	25	26	27	28	29	30
TD-19 SD-19							TD-22 SD-22							TD-6 SD-6						

Labor Day = September 4
 Thanksgiving = November 23
 Christmas Vacation = December 25
 Spring Break = March 26
 Good Friday = April 6
 Memorial Day = May 28

J. All teachers will have an unassigned period each day. During this period teachers will not leave school without consulting with the administration. This time shall be used to promote his/her teacher responsibilities.

K. Overloads

Tenured teachers may be asked to teach an additional class "Overload" by the Board/Administration. An overload is when a teacher teaches a class during their "unassigned period", as defined in section IV, part J for a full semester or full school year. The purpose of this clause is for the Board/Administration to be able to offer the best teaching available to our students in the most economical way. The Board recognizes that in no way does an overload schedule for one teacher diminish the importance of this unassigned period for another. In addition, no teacher will be required to teach an overload nor does teaching an overload for a semester or school year obligate a teacher to teach an overload in future semesters or school years. While the Board/Administration will try to consider seniority when offering overloads, the FTPO recognizes the Board's right to make assignments in the best interests of our schools, which is consistent with Section XIII I2c and I9 of the Master Agreement. In addition, the Board agrees that offering overloads will not be used as a tool to consolidate positions to lay off staff. In the event the Board reduces an FTPO member's workload or lays off an employee who is certified to teach a class being offered as an overload, this section of the agreement shall immediately be considered void.

Teachers who teach an additional class shall be paid according to the following schedule:

- Elementary – According to the additional portion of the day taught.
- Middle – One-seventh of their base salary.
- High School – One-sixth of their base salary if the high school uses a six period schedule, one-seventh of their base salary if the high school uses a seven period schedule.

L. Assignment to the position of high school department head will preclude other additional unpaid extracurricular professional assignments.

M. Minor assignments not specified in the Master Agreement shall not be compensated.

N. Class coverage by one teacher for another during an "unassigned period."

It shall be the priority and intention of the Board of Education and the Administration to hire substitutes when teachers are absent from class. The Administration shall undertake all reasonable efforts in furtherance of such priority and intention set forth in this paragraph. However, teachers may be asked to substitute during their "unassigned period" if the Administration is unable to secure a substitute after exhausting all reasonable efforts to do so. In the event a teacher is covering a class due to school related business (i.e., coaching, field trips, etc.) or an emergency arises where the absent teacher is being docked personal or sick time, the covering teacher will be paid \$20 for each class period or \$10 for a half a period or less. Teachers will not be compensated when the class coverage is due to a personal nature (i.e., doctor appointment, illness, emergency, etc.) and the District did not dock personal or sick time from the absent teacher.

V. VACANCIES

A. During the school year, notice of vacancies in teaching and extracurricular positions shall be posted in the teacher conference room five (5) working days before the position is filled. During the

summer vacation, notice will be mailed to teachers who meet educational certification and other requirements for the position.

- B. It shall be the administration's responsibility to describe newly created or vacated teaching positions and to discuss the conditions and expectations for teaching positions with interested internal candidates who possess appropriate teaching certification. The administration will review the qualifications and certification of all applicants for the position. In cases where, in the opinion of the administrator, applicants are equal, preference will be given to teachers currently in the school system in order of seniority.
- C. It shall be the teacher's responsibility to see that an accurate summer address and phone number are recorded in the school district office and, if qualified, see that the superintendent is informed in writing on the contract of any change desired in assignment.
- D. It shall be the administration's responsibility to describe newly created or vacated extracurricular positions and to discuss the qualifications and certification (if any is mandated) for extracurricular positions with applicants. The administration will review the qualifications and certification of all candidates for the position. In cases where, in the opinion of the administration, applicants' qualifications and certification (if any is mandated) are essentially equal, preference will be given to teachers currently in the school system.

VI. TEACHING CONDITIONS

- A. Each teaching station shall have a desk and teacher's chair. Lockable storage space for each teacher using the teaching station will be provided.
- B. Use of a telephone for school business in private shall be provided.
- C. Teachers in the elementary section desiring to use special areas or rooms at times when they are not assigned to them shall notify the principal of their desire by means of an activity sheet. The principal will then notify other teachers concerned by means of a posted school calendar or by other methods.

VII. CLASS SIZE

- A. A concerted effort will be made to keep class sizes in the high school within the limits set by North Central Association's commission on Schools. A concerted effort will be made to prevent non-activity classes in grades K-8 from exceeding thirty (30) students.
- B. To make the most efficient use of special education teachers, an effort will be made in grades K-6 to schedule as many special education students as possible into the same classroom at a given grade level. An effort will also be made to adjust the size of such a classroom relative to that of other classrooms at the same grade level.
- C. In the event that a special education teacher is unavailable to carry out his or her assigned classroom duties, the administration will make an effort to obtain a substitute (preferably, but not necessarily, special education certified).

VIII. GRIEVANCE PROCEDURE

- A. Definition: A grievance is a written complaint by a teacher or the FTPO involving the interpretation or application of the Master Agreement.
- B. Grievances shall be presented and settled in accordance with the following grievance procedure.

With the objective of resolving a grievance, the FTPO shall:

- Step 1* Informally discuss the written grievance with the principal for settlement within ten (10) school days.
 - Step 2* Submit the written and signed grievance to the principal for settlement within five (5) school days.
 - Step 3* Submit the written grievance to the superintendent for settlement within five (5) school days.
 - Step 4* Submit the written grievance to the School Board for settlement within five (5) school days.
 - Step 5* Submit the grievance to the Labor Mediation Board under MCLA 423.207.
- C. Each grievance shall be presented within fifteen (15) school days after the alleged violation first occurs or the grievance procedure is barred.
 - D. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the FTPO to lodge an appeal. Failure to appeal a decision within a specified time limit shall be deemed an acceptance of the decision.
 - E. The time limits of this procedure may be adjusted by mutual agreement. In each case the action of the administration shall be in writing and signed with a copy provided to the teacher and to the FTPO.
 - F. No documentation, communication, or record will be placed in a teacher's personnel file as a result of a grievance.

Fees and expenses of the Labor Mediation Board shall be shared jointly by the Board and the FTPO. Any other expenses will be borne by the party incurring the expenses.

IX. STUDENT DISCIPLINE POLICY

- A. A teacher may exclude temporarily from his or her class a student, who in the teacher's opinion, is causing serious disruption. The teacher shall decide on the best course of action to deliver the student to another authority. "Temporarily" does not imply longer than one (1) day.
- B. The teacher shall confer with the principal or assistant principal, providing necessary information concerning the problem and shall provide a written statement of the problem at the time, or within twenty-four (24) hours.
- C. The teacher will re-admit the student after some adjustment is made or a conference is held with the parties concerned before the student is returned to class. The teacher will be informed of the results of the conference or adjustment. This will be in writing if the teacher so requests. The teacher may

re-admit the student without conference or adjustment if the teacher so wishes.

D. Following such a conference one of three courses of action will be taken:

1. The student will be returned to class with the understanding that he or she will correct the behavior.
2. The student will be suspended.
3. By mutual consent of the teachers, a student can be transferred by an administrator from one room to another.

E. A continuous record of school discipline cases will be maintained by an administrator. This file or the administrator's conference with the teacher involved shall be used as a basis for recommendations for suspensions and intelligent administering of penalties for infractions.

F. A student who threatens or assaults school personnel shall be immediately suspended for a period of time for an investigation.

G. A place will be provided at all times during the school day for teachers to send students for disciplinary action. This place will be supervised by an adult or school employee. A teacher shall not be asked to provide this supervision unless it is by mutual consent.

H. Students can await disciplinary action in this place until they have been seen by the principal or assistant principal or until they have been released from class for the day with instructions to return to the principal the following day.

I. Whenever they are engaged in the performance of their professional duties, teachers will be responsible for student discipline.

X. GENERAL CONDITIONS

A. The Board shall make available to the FTPO, upon its request, any and all information, statistics, and records mutually agreed to be necessary to make intelligent decisions relevant to negotiations. The FTPO shall likewise make its records available to the administration.

B. School rooms shall be available for FTPO meetings. This excludes administrators' private offices. Requests for space shall be made to the superintendent and will be made with sufficient lead time.

C. The superintendent may call the following meetings upon written request of the FTPO:

1. A meeting after the acceptance of this Agreement by both parties but prior to the letting of teacher contracts. In addition to the superintendent, the president of the FTPO and the chairman of the Professional Negotiating Committee should be present. This meeting shall be for the purpose of discussing the new Agreement and the checking of each teacher's contract for correctness before being let.
2. A meeting during the summer or pre-school conference for the purpose of studying each item of the existing policies and the new Agreement for clarification and understanding. In addition to

the superintendent, the president of the FTPO, the chairman of the Professional Negotiating Committee, the elementary principal, middle school principal, the high school principal, and the assistant superintendent should be present.

3. A meeting in the school year between the superintendent and the president of the FTPO for the purpose of revising the permanent policies to a duplication at each annual professional negotiations. Any permanent revisions to be entered into the policies would need the approval of the Board and the FTPO.
4. These meetings shall be at a mutually agreed upon time.

XI. PROFESSIONAL COMPENSATION

A. Salaries - Teaching salaries shall be paid on the following basis:

1. Salary Schedule

<i>Column Heading Code</i>	
A	Experience Step
B	Bachelor's
C	Bachelor's + 23 **
D	Master's or Bachelor's + 35
E	Bachelor's + 65, Master's + 30, or Educational Specialist ***

** Since the purpose of this schedule is to encourage teachers to earn a Master's Degree, to remain on this schedule a teacher must earn a minimum of six (6) semester hours of graduate study each two (2) years (contract year August to August). If the teacher fails to earn the required six (6) hours of credit, he or she will revert to the Bachelor's scale for the following year. He or she will then remain on this scale until the contract year after which he or she again earns the required six (6) hours in a two (2)-year period.

*** This scale requires that a teacher must have earned at least thirty (30) semester hours beyond a Master's Degree or sixty-five (65) hours beyond a Bachelor's Degree, or have been awarded an Educational Specialist's Degree. Administration approval is required for acceptance of course credits for this scale. Note that:

- a. Credits must be graduate units unless specifically otherwise approved by the superintendent.
- b. The teacher anticipating working toward acceptance onto this pay level should meet with the superintendent to plan an acceptable program of study.

- c. Credits must be for classes which apply to subjects being taught in the District or reasonably planned to be taught in the District.
- d. Post B.A. or M.A. classes taken to become certified as a teacher are not eligible for consideration for promotion to the advanced degree.

2006-2007 Salary Schedule					
1.50%	A	B	C**	D	E***
	0	\$34,144	\$34,845	\$36,596	
	1	\$36,024	\$36,834	\$38,736	
	2	\$37,905	\$38,824	\$40,878	
	3	\$39,786	\$40,813	\$43,020	
	4	\$41,667	\$42,803	\$45,160	
	5	\$43,548	\$44,792	\$47,302	\$50,076
	6	\$45,427	\$46,781	\$49,444	\$52,363
	7	\$47,308	\$48,771	\$51,584	\$54,649
	8	\$49,189	\$50,760	\$53,726	\$56,935
	9	\$51,070	\$52,751	\$55,868	\$59,222
	10	\$52,951	\$54,740	\$58,008	\$61,509
	11	\$54,831	\$56,729	\$60,150	\$63,796
	12	\$56,711	\$58,719	\$62,292	\$66,083
	13		\$60,708	\$64,432	\$68,369
	14		\$62,698	\$66,576	\$70,656

(ALTHOUGH ½ STEPS ARE NOT SHOWN, ½ STEPS ARE PAID AND LISTED ON INDIVIDUAL TEACHER CONTRACTS.)

2007-2008 Salary Schedule					
1.75%	A	B	C**	D	E***
	0	\$34,741	\$35,455	\$37,236	
	1	\$36,655	\$37,479	\$39,414	
	2	\$38,569	\$39,503	\$41,593	
	3	\$40,482	\$41,527	\$43,773	
	4	\$42,396	\$43,552	\$45,951	
	5	\$44,310	\$45,576	\$48,130	\$50,952
	6	\$46,222	\$47,600	\$50,309	\$53,279
	7	\$48,136	\$49,624	\$52,487	\$55,605
	8	\$50,050	\$51,648	\$54,666	\$57,932
	9	\$51,963	\$53,674	\$56,845	\$60,259
	10	\$53,877	\$55,698	\$59,023	\$62,585
	11	\$55,791	\$57,722	\$61,203	\$64,912
	12	\$57,704	\$59,746	\$63,382	\$67,239
	13		\$61,771	\$65,560	\$69,566
	14		\$63,795	\$67,741	\$71,893

(ALTHOUGH ½ STEPS ARE NOT SHOWN, ½ STEPS ARE PAID AND LISTED ON INDIVIDUAL TEACHER CONTRACTS.)

1.75%	2008-2009 Salary Schedule			
A	B	C**	D	E***
0	\$35,349	\$36,075	\$37,888	
1	\$37,296	\$38,135	\$40,104	
2	\$39,243	\$40,194	\$42,321	
3	\$41,191	\$42,254	\$44,539	
4	\$43,138	\$44,314	\$46,755	
5	\$45,085	\$46,373	\$48,972	\$51,844
6	\$47,031	\$48,433	\$51,189	\$54,212
7	\$48,978	\$50,493	\$53,406	\$56,578
8	\$50,926	\$52,552	\$55,623	\$58,946
9	\$52,873	\$54,613	\$57,840	\$61,313
10	\$54,820	\$56,673	\$60,056	\$63,681
11	\$56,767	\$58,732	\$62,274	\$66,048
12	\$58,713	\$60,792	\$64,491	\$68,416
13		\$62,852	\$66,707	\$70,783
14		\$64,911	\$68,926	\$73,151

(ALTHOUGH ½ STEPS ARE NOT SHOWN, ½ STEPS ARE PAID AND LISTED ON INDIVIDUAL TEACHER CONTRACTS.)

1. Newly hired teachers may be granted credit for less than or up to their total years of experience outside the district at the discretion of the superintendent.
2. A half-year's (one semester) experience shall be entitled to one-half increment added to the base salary.
3. The salary schedule shall not be exceeded by any classroom teacher.
4. Those on the MA (BA+35) scale by virtue of thirty-five (35) hours beyond the Bachelor's Degree (non-Master Degree) must have at least twenty-five (25) of the required thirty-five (35)

hours relate to subject matter taught or work toward qualification for an additional teaching assignment.

5. Beginning with the 1994/95 school year, any individual covered by the Agreement who is assigned a work load of 70 percent or more of the maximum work load allowed under this Agreement will be considered to be employed full-time and shall be advanced one full salary step per year. This provision applies to the Frankenmuth School District and may not be consistent with the provisions of the State of Michigan Teacher Retirement Program.
6. Beginning with the 1994/95 school year, any individual covered by the Agreement who is assigned a work load of less than 70 percent of the maximum work load allowed under this Agreement will be considered to be employed half-time and shall be advanced one-half of one salary step per year. This provision applies to the Frankenmuth School District and may not be consistent with the provisions of the State of Michigan Teacher Retirement Program.

B. Extracurriculars

1. Teachers accepting paid extracurricular assignments will meet with the principal to discuss the goals of the position. If the teacher cannot agree to work toward these goals, the assignment will either be awarded to another qualified applicant or remain unfilled for that contract year.
2. Extracurricular positions will be filled based on student participation. It is possible that a position described in this section may not be filled in a given year because the number of students expressing an intention to become involved is too small to justify the position's funding.
3. The administration, at its discretion, may allow teachers to share positions. The percentages listed in the Extracurricular Schedule represent the total compensation for each position, whether paid to one individual or divided among several individuals.
4. In any extracurricular assignment, if one person holds two or more concurrent related positions (i.e. varsity and JV volleyball) in which practices and planning can be held at essentially similar times, then the person shall be paid at the following rate:

Major Position	Full Rate
Second Position	Half Rate
Third Position	Half Rate

5. Extracurricular positions will be paid in the first check in September, November, December, February, March, April, and June. No payment will be made before the assignment is in progress. Compensation for year-long assignments will be distributed equally among five checks in September, November, February, April and June. All other assignments will be paid in a maximum of three checks, with the exception of single events which will be paid in the first pay period after the event. (Principals will notify the Payroll Department in writing when a single event has been completed.) Extracurricular positions will be paid according to the following schedule:

<i>Position</i>	<i>September</i>	<i>November</i>	<i>December</i>	<i>February</i>	<i>March</i>	<i>April</i>	<i>June</i>
Multi-Building	X						
Football	X	X	X				
Girls Basketball	X	X	X				
Golf	X	X	X				
Cross Country	X	X	X				
Girls Tennis	X	X	X				
JV Girls Tennis	X	X	X				
Debate	X	X	X				
Boys Soccer	X	X	X				
Cheerleading	X		X		X		
Boys Basketball		X		X	X		
Volleyball		X		X	X		
Wrestling		X		X	X		
Intramurals		X		X		X	X
Forensics				X		X	
Drama		X				X	
Dinner Theatre				X		X	
Academic Track				X		X	
Homecoming Banner Coordinator		X					
Hartley	Flexible						
Art/Science Fairs						X	
Track					X	X	X
Baseball/Softball					X	X	X
Boys Tennis					X	X	X
Girls Soccer					X	X	X
SMUCKERS						X	
FLARE			X				
Chess Club						X	
NCA							X
Honors Night							X

<i>Position</i>	<i>September</i>	<i>November</i>	<i>December</i>	<i>February</i>	<i>March</i>	<i>April</i>	<i>June</i>
Senior Party							X
Driver Ed. Coordinator							X
Field Day							X
Art Show							X
Student Council							X
Young Authors							X
SARC							X
Music Program							X
Reading Month							X
Spelling Bee							X
Student Congress/Discussion							X
Creative Writing/ Performance Acting							X
Senior Class Advisor							X
Middle School Band Director							X
Yearbook Advisor-List							X
Prom Chairperson							X
Year-Long Positions	X	X		X		X	X
Spirit Club Advisor							X

6. The extracurricular schedules are based on the following:

Experience	2006/2007 Base Salary	2007/2008 Base Salary	2008/2009 Base Salary
0	\$51,709	\$52,614	\$53,535
1	\$54,026	\$54,972	\$55,934
2	\$56,339	\$57,325	\$58,328
3	\$58,654	\$59,680	\$60,725
4	\$60,969	\$62,036	\$63,122
5	\$63,283	\$64,391	\$65,518
6	\$65,598	\$66,746	\$67,914

<i>EXTRACURRICULAR SCHEDULE</i>	
<i>High School Positions</i>	<i>Percent of Base</i>
Guidance Director	1.75
Stage Coordinator (Plus \$10/Hour for Auditorium Rental)	2.50
A/V Coordinator (Plus \$10/Hour for Auditorium Rental)	2.50
Keyboarding Supervision	1.00
Noon Hour Supervision 1 - Level 6	3.00
Noon Hour Supervision 2 - Level 6	3.00
Yearbook Advisor (Without Class)	3.50
Yearbook Advisor (With Class)	0.75
Prom Chairperson	1.00
Senior Party Chairperson	1.00
Art Fair Chairperson	0.50
Honors Night Chairperson	1.00
Cooperative Education Director (With Class)	3.00
Cooperative Education Director (Without Class)	6.00
Varsity Debate Coach	3.50
JV Debate Coach	2.40
Novice Debate Coach	2.00
Varsity Forensics Coach	3.50
JV Forensics Coach	2.40
Novice Forensics Coach	2.00
Dinner Theatre Musical Director	2.50
Venner Business Manager	1.00
Drama Director (Per Play)	2.50
Drama Business Director	1.00
Vocal Music Director	5.00
Computer Coordinator	3.00
Student Council Advisor	2.50
Accreditation Coordinator 1	1.00
Accreditation Coordinator 2	1.00
Chess Club	2.00
Homecoming Banner Coordinator	0.50
Spirit Club Advisor	0.50
Student Congress/Discussion	0.50
Creative Writing/Performance Acting	0.50
SMUCKERS	2.00
Senior Class Advisor	0.50

EXTRACURRICULAR SCHEDULE	
<i>Middle School Positions</i>	<i>Percent of Base</i>
Audio Visual Machines/Stage Coordinator	3.10
Yearbook Advisor	2.00
Field Day Chairperson	0.30
Honors Night Chairperson	1.00
Noon Hour Supervision 1 - Level 6	3.00
Noon Hour Supervision 2 - Level 6	3.00
Science Fair Coordinator	1.00
Drama Coordinator	2.00
Band Director	1.00
Academic Track Coordinator	2.40
Performing Arts Coordinator	0.75
Hartley Nature Director	0.75
Hartley Nature Supervisor 1	0.50
Hartley Nature Supervisor 2	0.50
Hartley Nature Supervisor 3	0.50
Art Fair/Industrial Education Fair Coordinator	0.60
Student Council Advisor	0.50
Spelling Bee Coordinator	0.50
Computer Coordinator	3.00
Accreditation Coordinator	1.00
FLARE	1.50
Reading Month Coordinator	.50
EXTRACURRICULAR SCHEDULE	
<i>List Elementary Positions</i>	<i>Percent of Base</i>
Field Day Chairperson	0.30
Audio Visual Machines Coordinator	2.10
Art Fair Chairperson	0.30
Computer Coordinator	3.00
Accreditation Coordinator	1.00
Young Authors Coordinator	0.50
SARC Coordinator	0.50
Music Program Chair	0.30
Reading Month Coordinator	0.50
Yearbook Advisor	0.50

EXTRACURRICULAR SCHEDULE	
Other Positions	Percent of Base
Band Director	7.00
K-12 Intramurals (Per Activity of 25 Hours)	1.00
Multiple Building Assignment	0.50
Superintendent's Discretionary	Up to 1.00
Driver Education Coordinator	0.75

EXTRACURRICULAR SCHEDULE	
Athletics	Percent of Base
FOOTBALL	
Varsity Head	8.00
Varsity Assistant 1	5.50
Varsity Assistant 2	5.50
JV Head	5.20
JV Assistant	4.50
Freshman Head	4.50
Freshman Assistant	4.00
Middle School Head	4.00
Middle School Assistant	3.50
BASKETBALL	
Varsity Head (Boys)	8.00
Varsity Head (Girls)	8.00
JV Head (Boys)	5.50
JV Head (Girls)	5.50
Freshman Head (Boys)	4.40
Freshman Head (Girls)	4.40
8th Grade Head (Boys)	4.20
8th Grade Head (Girls)	4.20
7th Grade Head (Boys)	4.20
7th Grade Head (Girls)	4.20
TRACK	
Varsity Head (Boys)	6.40
Varsity Head (Girls)	6.40
JV Head (Boys)	4.00
JV Head (Girls)	4.00

EXTRACURRICULAR SCHEDULE	
<i>Athletics</i>	<i>Percent of Base</i>
7th and 8th Grade Head (Boys)	4.00
7th and 8th Grade Head (Girls)	4.00
GOLF	
Varsity Head	4.20
TENNIS	
Varsity Head (Boys)	4.20
Varsity Assistant (Boys)	1.4
Varsity Head (Girls)	4.20
JV Head (Girls)	2.80
BASEBALL/SOFTBALL	
Varsity Head (Baseball)	6.40
Varsity Head (Softball)	6.40
JV Head (Baseball)	4.00
JV Head (Softball)	4.00
Freshman Head (Baseball)	3.30
CROSS COUNTRY	
Varsity Head	4.40
VOLLEYBALL	
Varsity Head	6.40
JV Head	4.00
Freshman Head	3.30
7th Grade Head	4.20
8th Grade Head	4.20
CHEERLEADING	
Fall-Varsity Head	2.00
Fall-JV Head	1.40
Fall-Freshman Head	1.40
Winter-Varsity Head	2.00
Winter-JV Head	1.40
Winter-Freshman Head	1.4
7 th & 8 th Grade Head (Fall/Winter)	4.00
SOCCER	
Varsity Head (Boys)	6.40
Varsity Head (Girls)	6.40

<i>EXTRACURRICULAR SCHEDULE</i>	
<i>Athletics</i>	<i>Percent of Base</i>
JV Head (Boys)	4.00
JV Head (Girls)	4.00
WRESTLING	
Varsity Head	6.40
Varsity Assistant	1.4
7th & 8 th Grade Head	4.00

C. Driver Education

1. Criteria for driver education instructors shall be according to State regulation.
2. Thirty-six (36) hours of class teaching per week will be the maximum load, or six (6) hours per day.
3. Two (2) weeks of vacation shall be allowed for each instructor before the start of pre-school conference if he wishes to take it. This shall be vacation without pay. Vacations must be scheduled with the principal.
4. Driver education schedules shall be planned by the high school principal and driver education instructors and be mutually agreed upon.
5. Driver education shall be taught during the summer until such time that it is no longer financially feasible to do so.
6. The hourly compensation for driver education instructors shall be paid as follows:

Classroom	.050 of extracurricular base (no increments)
Road	.043 of extracurricular base (no increments)

- D. Counselors: Counselors may be assigned up to ten (10) extra days of work each per year at the discretion of the supervising building principal. The additional days shall be paid on a per diem basis, and the rate will be calculated by dividing the employee's annual base pay by 186 days.
- E. Co-op Coordinator: The co-op coordinator may be assigned up to ten (10) extra days of work per year at the discretion of the supervising building principal. The additional days shall be paid on a per diem basis, and the rate will be calculated by dividing the employee's annual base pay by 186 days.
- F. Other Community Service Employment (evening classes, summer school): All new summer and community service certificated positions will be posted in accordance with Article V.

G. Out-Of-Schedule Teachers

Teachers who have completed at least seventeen (17) years and not more than twenty-two (22) years of service to the District will have \$1,341 added to their base salary. Teachers who have completed at least twenty-two (22) and not more than twenty-seven (27) years of service will have \$2,683 added to their base salary. Teachers who have completed twenty-seven (27) or more years of service to the District will have \$3,712 added to their base salary.

If a teacher reaches eligibility at the midpoint of a school year, he or she will receive one-half (1/2) of additional compensation for that year. In the second year of the contract, 2007/2008, the compensation will increase \$1,364, \$2,730, and \$3,777 respectively. In the third year of the contract, 2008/2009, the compensation will increase to \$1,388, \$2,777, and \$3,843 respectively.

H. Buyouts

The Board, at its discretion, may offer and grant buyout options to teachers. The granting of such buyouts does not constitute a "prior practice" situation or otherwise obligate the Board to continue the offer.

XII. FRINGE BENEFITS

The Board agrees to furnish certain fringe benefits as set forth in this section pursuant to its authority under applicable State and Federal law. Whenever a benefit in this section specifies a carrier by name, the Board may substitute a different carrier provided the FTPO approves the substitution.. The approval is for a one- (1) year trial period, after which the FTPO may elect to return to the original carrier or approve the new carrier for the remainder of the contract period.

A. Hospitalization/Health Care Benefits and Cash Option

Each teacher will submit a written application (provided by the Board of Education) expressing the intent to choose one of the following two options. The choice is irrevocable for the duration of the contract year but may be changed in future contract years.

Option One*: Hospitalization and health care benefits equivalent to the Blue Cross/Blue Shield "Four Point Plan" or the Blue Cross/Blue Shield Community Blue PPO including a "preferred" prescription drug card with a ten dollar (\$10) co-payment for generic drugs and a twenty dollar (\$20) co-payment for brand name drugs and a voluntary sterilization program. The Board will pay 100 percent of the monthly premiums for Option One coverage minus the following employee pre-tax payroll deduction:

Single	\$ 6.00
Two Person	\$13.00
Full Family	\$15.00

If two (2) or more members of a family are employed by the District and are covered by a District-provided hospitalization/health care plan, the deductions will be made from the payroll account of

the principal insured and will be based on the coverage type (two-person or family). If the employee changes coverage type during a year, adjustments in deductions will be made accordingly.

* Reimbursement of Prescription Co-Payment: For teachers electing Option One above, the District shall reimburse up to five dollars (\$5.00) for each generic drug prescription requiring a co-payment of more than five dollars (\$5.00). The District will reimburse up to ten dollars (\$10.00) for each brand name prescription requiring a co-payment of more than ten dollars (\$10.00). Reimbursements shall be made to eligible teachers by the District on at least an annual basis upon submission of documentation of payments for prescriptions. A cap of \$240 is placed on BRAND name prescriptions after which the District will reimburse up to fifteen dollars (\$15.00) on brand name drugs. For example: A teacher obtains thirty (30) brand name prescriptions during the course of a contract year. The District would reimburse up to ten dollars (\$10.00) for each prescription to a maximum of \$240. All brand name prescriptions over the \$240 cap would be reimbursed at a rate of up to fifteen dollars (\$15.00) for each prescription requiring a co-pay of more than five dollars (\$5.00).

Option Two*: Eligible employees who elect not to participate in the District-paid hospitalization/health care coverage shall be eligible to receive additional compensation in lieu of insurance coverage (hereinafter called "cash option") under the terms and conditions of this section. In cases where married couples are employed by the District and both employees are participating in the District-paid hospitalization/health care coverage, the couple may designate one spouse as the primary insured as allowed by the insurance carrier. The other spouse would then be eligible for the cash option under the terms and conditions of this section.

1. Eligible employees who wish to receive the cash option must sign the Cafeteria Plan Election Form during the sign-up period established by the Board. The Board shall make no cash option payments until on or after the first day of the month following the filing of said election forms.
2. The Board shall pay the cash option in the amount of \$100.00 per month. The method and timing of payment shall remain the exclusive right of the Board. No cash option payments shall be made in any month during which the employee is on layoff or on leave of absence.

B. Definitions and Exclusions

1. **Eligible Employees and Dependents:** An eligible employee is a full-time instructional or professional staff person as defined in Section I, Recognition, of this contract. Less-than-full-time instructional or professional staff and substitute teachers are excluded from coverage.

Spouses of eligible employees and eligible employees' dependent children through age 25, as defined by Internal Revenue Service Code, will be included in the District-paid coverage. The District will not pay any portion of the cost of coverage for special dependents (such as parents) or dependent children over the age of 25.

2. **Full-time Employment:** Teachers and professional staff will be considered full-time if they are assigned a work load of at least seventy percent (70%) of the maximum student contact and preparation time allowed under this Agreement (excluding extracurriculars).
3. **Participating Employee:** A person who has applied for health insurance coverage and who has been accepted for participation, whether at the District's or at the employee's own expense.

C. Vision

The Board agrees to provide the teachers with Blue Cross Vision Care Program (Series-80) or its FTPO-approved equivalent with 100% of premiums paid.

1. Married couples within the District should apply for a vision care card which will then give them 100% vision coverage. It is understood that the coverage will not be more than twice the amount of regular coverage. For example, the policy pays \$35 for contact lenses when not medically necessary. Dual coverage would pay \$70, not necessarily 100% of the cost of non-medically necessary contacts.
2. Any teacher who has elected to receive a cash option in lieu of the Blue Cross Health Care should also apply for a vision care card since this benefit is still provided as a separate benefit.

D. Dental/Orthodontics

The Board agrees to provide teachers and their eligible dependents with a self-insured group dental plan. The coverage shall include 80% of the Class I and Class II benefits as outlined in the District Group Dental Plan Booklet. There will be a maximum of \$1,450 per individual per year. In any one year (one time) the \$1,450 per person limit may be used for orthodontics. Orthodontic evaluations are a Class I benefit.

E. Loss of Time Insurance

The Board will pay 100% of the cost of such insurance for all teachers. Loss of time insurance will provide 66.67% of the daily salary lost by a disabled teacher, as defined by the insurance contract, payable until age 65. "Daily salary" shall be determined by dividing the annual contracted base pay, including longevity, but excluding extracurricular pay, by the number of contracted working days in the school calendar for the year in which the disability occurs.

Maximum monthly benefits are subject to offsets by other disability benefits to which the teacher is entitled. No loss of time benefit other than for accumulated sick leave will be payable during the first thirty (30) working days of the disability. The Board agrees to continue providing fringe benefits for teachers on long term disability for one calendar year beginning with the date long term disability benefits are first received. Teachers on extended LTD (beyond their last contract) will be permitted to remain members of the group and thus receive group rates for medical and life insurance provided that said teachers agree to pay the full cost of the premiums. This provision may be limited by law or insurance carrier regulations.

F. Group Term Life Insurance

The Board agrees to provide the teachers with group term life insurance in the amount of \$50,000. The policy will meet the following criteria:

1. Double indemnity and dismemberment provisions.
2. Waiver of premium clause to age sixty-five (65).
3. Conversion clause which states that no "proof of insurability" be required.

4. A teacher may elect to have the cost of matching coverage deducted on a monthly basis from his or her salary. These rates shall not exceed those paid by the Board.

A teacher has a thirty-one (31)-day conversion right upon termination of employment. However, if said teacher elects this right of conversion in order to keep his/her term life insurance in force, he/she must contact the insurance carrier within this 31-day conversion period.

G. Religious Holidays

Any teacher may take without loss of pay such religious holidays proclaimed non-working days by his religious group.

H. General Terms and Conditions of Benefits Administration

1. Employees newly hired by the Board shall be eligible for Board-paid insurance coverage on their date of hire.
2. Changes in family status shall be reported by the employee to the personnel office within thirty (30) calendar days of such change. The employee shall be responsible for any overpayment of premiums made by the Board on his/her behalf for failure to comply with this paragraph.
3. All employees will have benefit coverage terminated on their date of separation.
4. All fringe benefit payments shall cease during a work stoppage. FTPO will be allowed to make payment to keep coverages in force. The Board representatives will notify those involved of payment amounts and due dates. Failure to make such timely payments will be reason to cancel fringe benefit coverage during the stoppage.

I. Sick Leave

1. Full-time teachers shall be entitled to eleven (11) days paid sick leave per school year. One-half time teachers shall be entitled to five and one-half (5½) days paid sick days per school year. All other guidelines in regard to sick leave and bereavement apply also to half-time teachers. Unused, unaccumulated personal leave days will be converted and credited to the teacher's sick bank. Sick days will be accumulative to 126 days.
2. A statement of accumulated sick days and of the number of sick days owed as of September 1 will be furnished to each teacher in his or her pay envelope each year on the second pay in September. If a teacher disagrees with the statement, it is his or her responsibility to inform the administration and the FTPO Executive Board in writing within ten (10) working days from the second pay date in September. A meeting to discuss the disagreement will be scheduled with the teacher, an FTPO representative, and an administrator present.
3. Sick days may be used for teacher illness, serious illness of an immediate family member (spouse, children, parents) or the death of a family member (see item J in this section, Bereavement). In the event of an extended personal illness of five (5) or more working days, the Board may require an examination by a physician of its choosing at the Board's expense. The Board may require verification from a teacher's physician for sick days used for personal or

family illnesses. Sick leave granted for illness of an immediate family member is intended for illness of a serious nature and is specifically not intended for teachers to remain home to care for children who have a minor sickness.

4. Teachers may use sick days in lieu of coverage under the District's Loss of Time insurance policy.
5. The minimum increment for sick days is one-half ($\frac{1}{2}$) day.
6. Accumulated sick days shall remain intact during an officially granted leave; however, additional sick days are not earned during a leave.
7. Teachers may borrow up to twenty (20) sick days from their own future sick day allowance. Borrowed days must be repaid within three (3) years. If a teacher leaves the District's employment while still owing borrowed sick days, the value of the days at the time they were taken will be deducted from the teacher's final check.
8. Upon retirement or resignation, a teacher with fifteen (15) or more years of District service will be paid \$35 per day for the accumulated sick days. To be eligible for payment for accumulated sick days, a teacher must give written notice of intent to retire or resign prior to the end of the first semester. In the unfortunate event that the qualifying teacher dies after having served notice of intent to retire or resign, payment will be made to the beneficiary named in the written notice. It is understood that unusual events may occur that might prompt the Board to grant payment with a later notification.

J. Bereavement

Sick days may be used for bereavement in the event of a death in a teacher's family. A maximum of ten (10) sick days may be used for bereavement in the event of a death in the teacher's immediate family and a maximum of three (3) sick days in the event of a death of a family member who is not defined as immediate (see item I 3 above).

K. Personal Leave

Full-time teachers are entitled to two (2) days of personal leave per school year in addition to sick days. One-half ($\frac{1}{2}$) time teachers are entitled to one (1) day of personal leave per year. One unused personal leave day may be accumulated for use in the next school year. At no time may a teacher accumulate more than three (3) days in any school year. The last work day before any school vacation or holiday or the first work day after any school vacation or holiday within the school year may not be designated for use as personal leave by teachers except in cases of emergency. All other guidelines in regard to personal leave also apply to one-half ($\frac{1}{2}$) time teachers.

1. Except in cases of emergency, a written request for personal leave must be submitted to the building administrator at least four (4) working days in advance of the date(s) designated as personal leave. Teachers are not required to give a reason when submitting written requests for personal leave of a non-emergency nature. In keeping with professional standards of conduct, it is understood that teachers will not request personal leave days for vacation or leisure purposes.
2. Except in cases of emergency, no more than ten percent (10%) of the District's teaching staff

may be granted leave on a given day. In the event that more than ten percent (10%) of the teaching staff should request the same day for personal leave, requests shall be honored in the order received until the ten percent (10%) maximum is reached.

3. An emergency situation which necessitates a request for personal leave must be revealed by the teacher and accepted by the building administrator or District superintendent.
4. Personal leave may not be taken in less than one-half ($\frac{1}{2}$) day increments. If the teacher needs less than one-half ($\frac{1}{2}$) day of personal leave, such time may be granted by the building administrator without being deducted as personal leave, provided that the teacher requesting the personal leave arranges coverage for the time spent away from the building and the arrangement is approved by the building administrator.

L. Court Appearances

Absences necessary for an appearance in court, such as to serve as a witness or juror, will be granted with pay. Any outside compensation received by the teacher from the court will be paid by the teacher to the district. Payment will not be made if the teacher is a defendant in a criminal trial and is found guilty.

M. Family Medical Leave Act

The District will grant, per year, unpaid leaves up to a total of twelve (12) weeks in accordance with the Family Medical Leave Act. For a complete description of the terms and conditions of the Family Medical Leave Act, please refer to the Employee Handbook.

XIII. CLARIFICATION AND BOARD ITEMS

- A. A teacher is specifically not granted tenure in extracurricular assignments nor does statement of class or subject assignment on individual contracts imply tenure in that class or subject area.
- B. Teaching of evening, Saturday, or summer classes, or assignment thereto, does not imply tenure in these positions. These assignments will not constitute a portion of the regular annual individual contract.
- C. Professional Study Committee
 1. The Board of Education, the Administration, and the FTPO wish to establish a "Professional Study Committee (PSC)". The purpose of this Committee is to establish a forum by which the Administration and the FTPO may discuss and resolve contractual or working environment issues, to promote a positive work environment, and to maintain that level of performance and commitment associated with our peer districts and outperforming districts.
 2. The Committee shall be comprised of the school Administration and the FTPO executive board.
 3. The Superintendent or the FTPO President will schedule meetings on an as needed basis.
 4. Meetings shall not exceed one per week.

5. The PSC is empowered to appoint subcommittees composed of teachers and administrators to study and report upon any mutually agreed upon subject.
6. All reports of the PSC or its subcommittees, including their recommendations, shall be submitted in writing to all members of the PSC.
7. Subject to study by subcommittees shall include but not be limited to:
 - a. Discipline policy
 - b. Evaluation of teachers
 - c. Development of curriculum

Upon completion of its study and report on the subject assigned to it, each subcommittee shall be considered dissolved, and once dissolved no subcommittee shall be reactivated except by mutual consent of the members of the PSC.

D. Professional Development

The District encourages professional growth and development and, therefore, it will support teachers who wish to participate in activities such as seminars, conferences, and workshops. Professional development activities are to be planned and scheduled with the approval of the administration.

1. Seminars, Conferences, and Workshops

The District will pay the cost of registration for approved seminars, conferences, and workshops which meet its educational needs. Upon submission of required documentation, teachers will be reimbursed for reasonable costs of travel, meals, and lodging. In addition, the District will grant absence with pay and provide a substitute in the event that a participating teacher must miss scheduled work days in order to attend a seminar, conference, or workshop.

2. The District will pay the cost of tuition for an inservice course which it initiates and will recognize whatever credit is awarded by colleges to teachers for the satisfactory completion of these courses in accordance with the terms of this Agreement.

E. Teacher Evaluations

Probationary teachers will be evaluated at least one (1) time during each year in accordance with Public Act 59, and tenured teachers will be evaluated at least once every three (3) years. More frequent evaluations may be conducted as needed at the discretion of the principal.

F. Discipline of Teachers

1. The Board may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of teachers.
2. No teacher shall be disciplined, including reprimand, suspension with or without pay, or demotion or discharge without just cause. Just cause is limited to the provisions and procedures outlined in the teacher Tenure Act of 1937, amended in 1993.

G. Leaves of Absence

1. The Board may grant a leave of absence, without pay, to a teacher for personal, professional, or civic reasons under the following terms and conditions:
 - a. The leave is requested by the teacher in writing at least ninety (90) calendar days prior to its starting date, unless an emergency situation precludes the required advance notification. In such cases, the Board may grant the leave of absence with the recommendation of the Superintendent.
 - b. If State or Federal laws do not require the District to continue providing contractual benefits during a leave of absence at the District's expense, the teacher may elect to continue such benefits at his or her own expense.
 - c. No seniority will be earned during a leave of absence **unless otherwise agreed upon by the Board.**
 - d. Except in cases of emergency, leaves of absence will be for a period of one (1) year and shall be scheduled to start at the beginning of the **contract** year. Leaves of different durations and starting dates other than the beginning of the **contract** year may be approved by the Board in cases of emergency with the recommendation of the Superintendent.
 - e. A teacher on leave for a full **contract** year shall notify the Superintendent in writing at least ninety (90) calendar days prior to the end of the leave of absence of his or her intention to (1) return to work; (2) request an extension of the leave; or (3) resign. Failure to supply notification within the required time will constitute a notice of resignation. For leaves shorter than one **contract** year, such notification shall be made at a ratio of ten (10) calendar days' notice for each month on leave.
 - f. When a teacher returns to work after a leave of absence, he or she will be assigned duties by the Superintendent subject to applicable State or Federal law and the provisions of the Master Agreement.
2. Professional
 - a. Advanced Study. Dependent upon anticipated benefits to the District, and subject to the recommendation of the Superintendent and approval by the Board, a leave may be granted for:
 - 1) Study related to the teacher's certified field.
 - 2) Study to meet eligibility requirements for a field of certification other than that presently held.
 - 3) Study, research, or special teaching assignment involving probable advantage to the District.
 - 4) The teacher will carry a normally accepted full load of academic classes during the leave period.

- b. The granting of an advanced study leave does not obligate the District to utilize the teacher's services in the capacity for which the advanced study may have prepared the teacher.

3. Personal

- a. The District shall follow the provisions of applicable State and Federal laws **and the provisions of the Master Agreement** in granting leave for childbirth, child care, personal health, or family member health reasons.
- b. The District shall follow the provisions of applicable State law in placing a teacher on involuntary leave of absence for physical or mental disabilities.
- c. After a teacher completes seven (7) **or more** years of teaching in the District, he or she may request personal leave for unstated reasons (sabbatical leave). One (1) sabbatical leave shall be granted to a teacher by the Board. Sabbatical leaves are for a duration of one (1) **contract** year. Teachers meeting the experience requirement must request sabbatical leave in writing at least six (6) months in advance.

4. Civic

- a. **Military:** A teacher who is inducted or enlists in any branch of the armed forces of the United States will be granted a leave without pay or benefits for one draft term (or until the state of emergency is ended) or one minimum enlistment term. Seniority and salary determination upon return will be based on a maximum of two (2) years extra earned experience. Such seniority and related pay benefits are not retroactive.
- b. **Government Service:** The Board may grant a teacher a leave without benefits to campaign for or serve in public office. Such leave must be requested five (5) months in advance and must be for one (1) full school year, September through August. Only one (1) staff member may be on such leave at any time.

H. Professional Actions

1. All teachers will be expected to conduct themselves in a professional manner and follow the policies and rules of this District. Such matters of concern include establishing reasonable goals for the instruction of students, devising well-planned lessons which include a reason for instruction, allowing for individual differences in student ability, and becoming interested in and concerned with students' progress.
2. Teachers should use care in matters of personal attendance and punctuality. Teachers should avoid leaving a class "unsupervised." Teachers should not avoid planning or teaching by use of "free study" time or "free reading" or "library periods" or by the use of AV materials or other methods. Each child is entitled to a full day of teaching and learning each school day.
3. All staff members will work toward maintaining a professional attitude within our school system.
4. Students should never be used as a vent for a teacher's frustrations with the school system, administration, or teaching conditions, nor are the students to be indoctrinated with the political

beliefs of the teachers.

5. It will remain the responsibility of the building principals to supervise the duties and actions of the staff and to make recommendations to correct improper actions.
6. Teachers who fail to meet the standards of the profession and/or who violate the terms of this Agreement, the Board of Education policies, or school rules, will be reprimanded. Those who fail to correct behavior after a reprimand may be considered for dismissal under the terms of the Tenure Law.
7. Docking for unauthorized absence will be taken from the teacher's next regular pay. The docking rate will be based on the number of scheduled teacher contract days for that school year. One (1) day of unauthorized absence may result in a written reprimand to the teacher. Two (2) days of unauthorized absence will result in a warning. More than two (2) days of unauthorized absence can be cause for disciplinary action including dismissal under the terms of the Michigan Teacher Tenure Act.

I. Layoff

It is understood by the Board and the FTPO that the following process will be used for needed staff reductions and recalls:

1. It is hereby recognized that it is within the discretion of the Board to reduce staff for economic reasons, to meet the requirements of reduced enrollment, or by changes in the educational program and curriculum.
2. In order to promote an orderly reduction in personnel, or recall, the following procedures will be used:
 - a. Probationary teachers shall be laid off first. A probationary teacher shall not be laid off unless there is a tenure teacher who is certified, qualified, and available to perform the duties of the position the probationary teacher is vacating, or unless the position that the probationary teacher is vacating is being eliminated altogether. Order of layoff for probationary teachers will be the same as for tenure teachers.
 - b. In the event that the number of teachers remaining still exceeds the number of available positions, the Board will retain teachers based on the following criteria:
 - 1) Service (seniority)
 - 2) Qualification
 - 3) Certification
 - 4) Quality of Service
 - c. Teachers scheduled for layoff may request reassignment to a position for which they are qualified and certified if that position is held by a person with lesser seniority. It is understood that the administration is not required to make changes in teacher assignments so that the least senior teacher(s) in the entire District is (are) laid off.

(i.e. Teacher A, with five (5) years' seniority, is scheduled for layoff. Teacher B, with three (3) years' seniority, is not scheduled for layoff because 1) teacher A's position has been eliminated and 2) teacher A is not certified and qualified to fill the position held by teacher B. The administration is not obligated to reshuffle the District's staff so that teacher B is laid off rather than teacher A.)

Although not specifically required, the administration is encouraged by the FTPO to consider changes in teaching assignments in an effort to retain teachers with the most seniority.

d. When layoffs are required, half-day assignments will not be created to provide positions.

3. Definitions

a. Service: (Seniority)

Service (seniority) is based on the number of years served (though not necessarily continuously) in the District in a teaching or administrating position. Time spent on official leaves of absence does not contribute to seniority unless specified to do so by the Board, or unless specified to do so elsewhere in this Agreement. Any seniority changes from the approved 1982-83 list will be based on regularly contracted teaching, and not on substitute teaching that is not contracted under this Agreement.

Beginning with the 1994/95 school year, any individual covered by the Agreement who is assigned a work load of 70 percent or more of the maximum work load allowed under this Agreement will be considered to be employed full-time and shall be granted one full seniority step per year.

Beginning with the 1994/95 school year, any individual covered by the Agreement who is assigned a work load of less than 70 percent of the maximum work load allowed under this agreement will be considered to be employed half-time and shall be granted one-half of one seniority step per year.

Time away from the assignment will contribute to seniority if it is because of illness. However, a maximum of two (2) years' seniority can be earned while on sick leave.

Other time away from the assignment will not count toward seniority. In addition to other matters agreed to which will end a teacher's seniority, it will also be broken for the following reasons:

- 1) Legal teacher discharge
- 2) Teacher retirement

Miscellaneous time away from assignment may contribute to seniority if the Board deems it appropriate.

b. Qualification

- 1) Grades K-6 (requires elementary certification): A teacher is qualified if he or she has a minimum of one (1) year's teaching experience in these grades during the past five (5) years. In lieu of this experience, six (6) semester credits (nine (9) term credits) in reading methods will serve to qualify for teaching grades K-6.
- 2) Grades 7-8 (requires either appropriate elementary or secondary certification): Teachers in these grades must meet the requirements of North Central Association.
- 3) Grades K-8 Special Subject (requires appropriate subject certification): This section includes teachers of foreign language, music, physical education, art and speech.
- 4) Grades 9-12 (requires secondary certification): Teachers in these grades must meet the requirements of the North Central Association.
- 5) Special Education: Teachers are eligible to teach in the areas of special education if they have the appropriate current certification.

c. Certification

- 1) Certified: Indicates State of Michigan certification for a teaching or other educational assignment as shown on the individual's current teaching certificate. Michigan regulations regarding employment and certification will apply.
- 2) Teachers: The words "teacher" or "teaching" in this Agreement refers to all certified educational positions . . . classroom and auxiliary.

d. Quality of Service

It is further agreed that the quality of service will also be used in determining staff reductions in case a layoff decision must be made between two (2) or more teachers whose service (seniority), certification, and qualifications are equal under the terms of this agreement.

4. At the end of the first semester the Board will provide the FTPO with a complete seniority list. This list will include the names and areas of certification of all teachers. The FTPO will notify the superintendent of any errors in the listing.
5. Laid off personnel shall be given the opportunity to participate (at their own expense) in any or all contracted insurance plans for a period not to exceed one (1) year. A request for such participation must be made within thirty (30) calendar days from notification of layoff.
6. Laid off teachers will retain their seniority and will not have their service broken. (In regard to seniority, a layoff is treated as a leave of absence with length of service not interrupted but seniority not accumulated during the period.)
7. Teachers shall be recalled in inverse order of layoff should vacancies occur in the District in positions for which the teachers are certified and qualified.
8. It is understood that the FTPO has the right to review the layoff list prior to notification of the individual teachers to be laid off. In the event of a dispute concerning the layoff list, the FTPO shall have the right to meet with representatives of the Board concerning the layoff list. This

must be accomplished by both parties in a timely fashion so that legally mandated notification dates will not be exceeded.

A teacher scheduled to be laid off who feels that such layoff is inappropriate under the terms of this agreement has thirty (30) calendar days after layoff notification to indicate such and the reasons, in writing, to the FTPO and the Superintendent. Failure to do so eliminates back pay responsibility to the School District or the FTPO for a wrongful layoff.

9. While seniority is a deciding factor in layoff and recall, it is understood that after staff reductions are completed, grade, class or subject assignment is made by the building principal for the best interests of the school, regardless of seniority in the school or District.
10. A recall list shall be maintained by the Board and the FTPO. Laid-off teachers will remain on the recall list for three (3) years beginning on June 11, 1993, in accordance with Public Act 59.
11. A teacher may refuse an offered position which constitutes less teaching time than the teacher had before the layoff occurred without being removed from the recall list.
12. A recalled teacher has thirty (30) calendar days after receiving a contract by certified mail to sign it. Failure to do so will result in the loss of all recall rights afforded by the District. A teacher employed by another school district at the time of recall may complete contractual obligations to that district before returning to the Frankenmuth system and suffer no penalty. If a recall must occur sooner than thirty (30) days prior to the teacher reporting for duty, the teacher has ten (10) calendar days to return a signed contract.

J. Administrators to Teaching

Administrators may enter the teaching field with full seniority as described in the layoff and policy stated in this agreement.

It is understood that administrators must meet the same qualification standards applied to teachers in the layoff policy.

It is further understood that an administrator is not permitted to "bump" a career teacher having less seniority unless the administrator's position is totally or partially eliminated so that the actual number of administrators in the district is decreased.

Example 1 The District has six (6) administrative positions but redefines one (1) from K-8 assistant principal to K-4 principal, still keeping six (6) administrative positions. No "bump" is permitted.

Example 2 Same as in example 1, but the District retains only five (5) administrative positions. Now, "bumping" is permitted.

XIV. GENERAL STATEMENT

- A. Once an agreement has been reached between the FTPO and the Board, School District policies shall remain in effect except wherein abrogated by this negotiated Agreement. The affected policy item shall be replaced with the negotiated Agreement item for the duration of the current Master

Contract.

- B. This agreement shall become effective August, 2006, and remain in effect until August, 2009.
- C. During its period of effect, this contract can be opened only through the mutual consent of the Board and the FTPO.

APPENDIX A

FRANKENMUTH SCHOOL DISTRICT GUIDELINES FOR TEACHER PARTICIPATION IN CONFERENCES

In an effort to encourage teachers to participate in meaningful conferences, the following guidelines are offered.

APPLICATION PROCEDURE:

1. Request to attend a conference should be initiated by the teacher.
2. Early requests are recommended so that appropriate budgeting and planning can be done.
3. Unless unusual circumstances can be demonstrated, all conference requests should be submitted to the building principal a minimum of three (3) weeks prior to the conference.
4. Requests should be on the form provided with as much information as possible attached.
5. A direct relationship between the conference and the teacher's subject area or extracurricular area should exist.
6. Principals will have the final decision-making authority regarding conference participation.
7. Principals will request written and/or oral reports on the conference upon the return of the teacher.
8. All conference requests should include a published agenda.

CONFERENCE EXPENSES:

1. The District will provide reimbursement for the following expenses:
 - A. Conference registration fees (but not "late" registration penalty).
 - B. Mileage reimbursement will be limited to 300 miles, round trip, shortest route. Longer trips may be made, but additional mileage is a teacher expense. Mileage reimbursement will be made at the Board-authorized rate (presently 44 cents per mile).
 - C. The District will pay for meals included with registration fees if such meals are a part of the conference program.
 - D. Lodging will be paid if the conference is 50 miles or more from Frankenmuth. Lodging receipts are requested.
 - E. The District will pay for a substitute teacher for the person attending the conference.

2. Early requests are recommended so that appropriate budgeting and planning can be done.
3. Requests for mileage and lodging reimbursement must be submitted on District forms. Receipts for lodging must accompany the request for reimbursement.

FRANKENMUTH SCHOOL DISTRICT

INITIAL REQUEST FOR ATTENDING CONFERENCE

Date of Request _____ Date Received at District Office _____

Teacher's Name _____

Grade or Subject _____ Substitute Needed? _____

School _____ Name of Conference _____

Location of Conference _____ Date of Conference _____

Approximate Cost of Conference _____

Mileage \$ _____
Lodging \$ _____
Registration \$ _____

Is Payment Requested? _____ Amount _____

For prepayment, please make check payable to: _____

Reason for Attending _____

Please attach a copy of Conference Agenda

Principal's Signature Teacher's Signature

Conference Request: _____ Approved _____ Denied

Superintendent Signature

FRANKENMUTH SCHOOL DISTRICT

OPERATIONAL PROCEDURES SICK LEAVE BORROWING

1. The 2006/2009 Master Contract between the Board of Education specifies:

XII. I. 7. Teachers may borrow up to twenty (20) sick days from their own future sick day allowance. Borrowed days must be repaid within three (3) years. If a teacher leaves the District's employment while still owing borrowed sick days, the value of the days at the time they were taken will be deducted from the teacher's final check.

2. Teachers will be expected to keep reasonable tally of their own sick day bank. These can be verified with the District Office.
3. Teachers must request the days to be borrowed at the time of anticipated need. The District will not automatically provide additional sick days via borrowing. The contract words "may borrow" indicate a request, not an automatic procedure.
4. In case of debilitating illness or accident in which the teacher cannot reasonably be expected to be able to make a request, the FTPO and a representative of the Superintendent will meet to arrange appropriate "borrowing."
5. To provide clarity in requesting and granting sick day "loans," a form will be provided by the District (copy attached).
6. At the time of borrowing, a plan will be established for repayment of the days. This will be a part of the "Borrowing Form."

A REQUEST TO BORROW SICK DAYS
(Submit to District Office, c/o Superintendent)

Teacher's Name _____

Date of Request _____

I wish to borrow _____ * additional sick leave days to be added to my bank. I understand that these days must be repaid within three years or they may be deducted from my final pay check from the District if that payment is within the three-year period.

My plan to repay these days is:

School year ____ - ____ : Repay _____ days
School year ____ - ____ : Repay _____ days
School year ____ - ____ : Repay _____ days

Teacher's Signature _____

* Maximum of 20 days

FOR OFFICE USE:

_____ Approved

_____ Superintendent or Designee

Action

Initial/Date

Added to Sick Bank _____

Bank Flagged for Repayment _____

Request Form Filed _____

Teacher Notified _____

Copy to FTPO President _____

Copy to Principal _____