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AGREEMENT

This Agreement is entered into by and between the Board of Education of the Freeland Community School District, Freeland, Michigan, hereinafter referred to as the "Board", and the Freeland Education Association, hereinafter called the "Association", affiliated with the Michigan Education Association and the National Education Association.

WITNESSETH:

WHEREAS, The Board and the Association recognize and declare that providing quality education for the children of Freeland Community School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching profession and the Board of Education; and

WHEREAS, The members of the teaching profession and administration are particularly qualified to assist in formulating policies and programs designed to improve educational standards; and

WHEREAS, The Board has a statutory obligation, pursuant to Act 336 of the Michigan Public Acts of 1947, as amended, 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 professional negotiations, have reached certain understandings which they desire to memorialize;

THEREFORE, in consideration of the following mutual covenants, it is hereby agreed, as follows:

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure and probation, classroom teachers, special education classroom teachers, speech and language pathologists, teacher consultants, guidance counselors, and librarians/media specialists employed or to be employed by the Board, but excluding the superintendent, all principals, executive personnel, substitutes, and/or per diem appointments and all other personnel. The term "teacher" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit, as defined, and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate wages, hours, and working conditions or other matters of concern contained in this agreement with any teacher organization other than the Association for the duration of this Agreement. The Board further agrees not to negotiate with individual teachers without notifying the Association. The Association agrees not to attempt to negotiate with any other representatives of the Freeland Community School District than those authorized by the Board of Education including the Board of Education members.

C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Law or any other Michigan or Federal laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

D. Professional Responsibilities:

1. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the Association, or (2) pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than thirty (30) days following deduction.

2. Pursuant to Chicago Teachers Union v Hudson, 106 S CT 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

The Association shall indemnify and save the district harmless 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 employer or in reliance upon signed authorization cards or lists furnished to the employer by the Association for the purpose of payroll deduction of dues.

ARTICLE II - BOARD OF EDUCATION RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

A. To the exclusive management and control of the school system, its property, facilities, operations, and affairs.

- B. To hire all employees; subject to the provisions of law, to determine their qualifications, conditions of employment, dismissal, demotion, suspension, or layoff; to determine the number and scheduling, including business or school hours or days, of all employees; to promote or transfer all employees; to determine the size of the working force; and to assign duties to, and to direct, all employees.
- C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.
- D. To decide upon the means and methods of instruction, selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- E. To determine services, supplies, and equipment; to determine all methods and means of distributing, disseminating, or selling its services, methods, scheduling, and standards of operation; to determine the means, methods, and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.
- F. To determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments or division or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- G. To determine all financial practices and policies, including all accounting procedures, and all matters pertaining to public relations of the school system and its programs.
- H. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
- I. The exercise of the foregoing rights shall be limited only by the specific and express terms of this agreement.

ARTICLE III - STRIKE PROHIBITION

The Association recognizes that strikes (as defined by Section 1 of Public Act 336 of 1947, as amended, of Michigan) by teachers are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement it shall not direct, instigate, participate in, encourage, or support any strike against the Board by any teacher or group of teachers.

ARTICLE IV - USE OF SCHOOL FACILITIES

- A. Upon the written request of the Association and the approval by the Superintendent of Schools or his designate, meeting facilities will be made available to the Association. The Association shall reimburse the Board at the rate established by the Board for the use of such facilities by other organizations in the community. Such use and reimbursement shall be consistent with the Board's Facilities Use Policy.
- B. The Association shall have use of all equipment at times and under procedure approved by the Superintendent of Schools. The Association agrees to pay at school cost for all materials used for its purpose, except, the Board agrees to provide at no expense to the Association one copy of the Board financial information available by law to the general public.
- C. Inter-school mail service, including e-mail, shall be granted to the Association for the conduct of school or Association business only, provided all Board of Education policies are complied with. The Freeland Community School District has a legal requirement to monitor internet use, it must, therefore, be understood documents sent via e-mail may be seen by the District's non-union staff.
- D. The Association agrees to reimburse the board for any damage to equipment entrusted to its use and care.
- E. Association meetings shall not be conducted during the assigned teacher workday.

ARTICLE V - GRIEVANCE PROCEDURES

- A. Definitions:
 - 1. A "grievance" is an alleged violation, misinterpretation, or misapplication of specific provisions of this Agreement.
 - 2. An "aggrieved party" is the person or persons making a grievance.
 - 3. The "Freeland Education Association Executive Board" is the President, Vice President, Secretary, Treasurer, Building Representatives, Representative Assembly, and Saginaw County Education Association Representative, Grievance Chair, and Executive Board appointees.
- B. Purpose:
 - 1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
 - 2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the

Administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

3. The following matters shall not be the basis of any grievance filed under the procedure outlined in this section.
 - a. The placing of a non-tenure employee on an additional year of probation.
 - b. The termination of services or failure to re-employ any employee to a position in extra-curricular activities.

C. Procedure:

In processing a grievance, the number of days indicated at each level should be considered a maximum unless extended by mutual agreement of the parties involved in the grievance conference. Any extension of the time limits herein shall be in writing. If the aggrieved party or Freeland Education Association Executive Board fails to respond to an offered resolution within the time limits specified; the grievance will be deemed settled on the basis of that resolution. If the Administration fails to offer a resolution within the time limits specified and the Freeland Education Association Executive Board intends to appeal, the written grievance will be immediately escalated by the aggrieved party or Freeland Education Association Executive Board to the next level. In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits inherent in this Article will be reduced so that the Grievance Procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

1. Level One

The employee who feels that he/she has a grievance shall first take the matter up verbally with the Principal of the school or designee (within six (6) working days following the act or condition which is the basis of the grievance), who will attempt to resolve it.

2. Level Two

If this fails to resolve the grievance (within ten (10) days of the act or condition which is the basis of the grievance), the employee shall reduce the grievance to writing specifying the section of the contract alleged to be violated, the events that cause the alleged violation, and the remedy sought.

- a. Within five (5) working days of receipt of the grievance, the Principal or designee shall hold a conference with the view of satisfactorily resolving the grievance. At the time of the conference, the employee may appear personally or he may be represented by an Association representative; or both. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the employees.
- b. Within five (5) working days after the meeting, or longer if mutually agreed to, the Principal or designee shall answer such grievance in writing with the original to the aggrieved party and a copy to the Association Building Representative and the

Freeland Education Association President or designee.

- c. If the grievance is not appealed by the aggrieved party, within ten (10) working days, the Principal's or designee's decision will be final.

3. Level Three

If the aggrieved party does not accept the Principal's or designee's answer, the grievance may be appealed to the Superintendent of Schools by sending such notice to him within ten (10) working days from the date of the Principal's decision.

- a. Within ten (10) working days of receipt of the appeal, the Superintendent, or his designated representative, will hold a conference to satisfactorily resolve the grievance. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the employees.
- b. Within ten (10) working days, or longer if mutually agreed to, the Superintendent, or his designated representative shall answer such grievance in writing.
- c. Such an answer shall be final and binding unless appealed by the Freeland Education Association President or designee, acting on behalf of the Freeland Education Association Executive Board to the next step within ten (10) working days from the date of the decision.

4. Level Four

If the grievance is not settled at the preceding step, it may be submitted to arbitration at the election of either the Board of Education or the Freeland Education Association President or their designee, acting on behalf of the Freeland Education Association Executive Board. The matters to be arbitrated shall be submitted to a single arbitrator, as follows:

- a. Within the ten days referred to above (Level Three, - c.), the party choosing to arbitrate must give written notice to the other party, setting forth specifically the nature of the grievance to be arbitrated. The arbitrator shall be selected from the American Arbitration Association in accordance with its rules.
- b. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Arbitrator shall, therefore, not have authority nor shall he consider his function to include the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give any decision which in practice or actual effect modifies, revises, detracts from, or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in what is in effect a

modification (whether by addition or deletion) of written terms of this Agreement. The Arbitrator has no obligation or function to render decision or not to render a decision merely because in his opinion such decision is fair or equitable or because in his opinion it is unfair or inequitable.

- c. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, as the same are set forth in this Article, (Grievance Procedures), the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The Arbitrator shall have the authority to determine whether he will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the Arbitrator determines that such grievance fails to meet said test of arbitrability, he shall refer the case back to the parties without a recommendation on the merits.
- d. Unless expressly agreed to by the parties in writing, the Arbitrator is limited to hearing one grievance including its arbitrability at any one hearing, upon its merits.
- e. All cases may be presented to the arbitrator in the form of a written brief prepared by each party setting forth the facts and its position and the arguments in support thereof. The arbitrator shall proceed with the hearing process as per the rules and guidelines of the American Arbitration Association. Within thirty (30) working days after the close of the hearing, or the filing of post hearing briefs, if so desired by either party, the arbitrator shall issue a decision which shall be final and binding.
- f. The cost for the services of the Arbitrator, including per diem expenses if any, and actual and necessary travel and subsistence expenses will be borne by the losing party.

D. Rights of Employees to Representation

- 1. No reprisals of any kind will be taken by either party or by any member of the administration against any party in interest, any school representative, or any other participant in the grievance procedure by reason of such participation.
- 2. An employee may represent himself or herself at Level One, Two and Three of this procedure provided, however, an Association representative may be present. The Freeland Education Association Executive Board or designee shall be the sole representative of employees in any arbitration hearing.

E. Miscellaneous

- 1. If a grievance affects a group or class of employees, the party may submit such grievance in writing to the Superintendent or designee directly and the processing of such grievance will be commenced at Level Three A, B, and C within ten (10) working days following the act or condition which is the basis of the grievance.
- 2. Decisions rendered at Levels Two and Three of the grievance procedure will be in writing setting forth the reasons therefore and will be promptly transmitted to the aggrieved party

and the Freeland Education Association President or designee, acting on behalf of the Freeland Education Association Executive Board. Decisions at Level One will be presented in writing to the aggrieved party and the Freeland Education Association Building Representative.

3. All documents, communications and records dealing directly with the processing of a grievance will be filed separately from the personnel files of the participants. This shall not preclude the inclusion of appropriate materials in the employee's personnel file. Records of discipline will not be removed from an employee's personnel file unless permitted by law or the Board is ordered to do so by an arbitrator.
4. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing herein contained will deprive any employee of any legal right which he presently has, provided, that if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.
5. In the course of investigation of any grievance, representatives of the Association will report to the principal of the building being visited, or his designate if available, and state the purpose of the visit immediately upon arrival.

ARTICLE VI - TEACHING CONDITIONS

A. Board and Association Agreement

The Board and the Association agree to work together to resolve any and all problems which might have a deleterious effect on the educational program or on the morale or on the working conditions of the teaching staff.

B. Optimum Use of School Facilities

The parties recognize that the availability of optimum school facilities for both students and teacher is basic to providing the high quality of education desired by the community. Both the Association and the Board acknowledge the particular responsibilities each share in fostering public understanding and support for adequate school facilities and equipment. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

C. Whenever feasible under the circumstances (availability of teachers, facilities, and financial resources, etc.) the maximum number of pupils per teacher shall be as follows:

1. Grades K-6
 - a. In grades K-6, efforts will be made to achieve a goal of thirty (30) students as the maximum class size. If at any time the K-6 classroom exceeds 30 students, a merit rate of \$2.50 per day per student in excess of 30 shall be paid. Except for Special Education students, for which overload will be paid at the rate of \$.85 per hour to a maximum of \$2.50 per day. An attempt will be made not to exceed 34 students.
 - b. If the overload situation is not resolved after ten (10) school days, payment is retroactive and continues at the rate established in C. 1. a. of this Article, for as many days as the student or students create an overload including the two teacher record days. No overload payments will be made for personal leave days or days when schools are not in session unless made up. No overload payments will be made for exam days, unless sufficient students are required to take exams and create an overload situation. No overload payments will be made on days of in-service when students are not in attendance.
 - c. Elementary “special classes” including physical education, media, vocal music, art, Spanish and other special classes shall not be paid for class size overloads.
2. Grades 7-12
 - a. In grades 7-12, efforts will be made to achieve a goal of thirty-two (32) students as the maximum class size. If at any time the 7-12 classroom exceeds 32 students, a merit pay of \$.85 per student per class in excess of 32 students will be paid. An attempt will be made not to exceed 36 students.
 - b. If the overload situation is not resolved after ten (10) school days, payment is retroactive and continues at the rate established in C. 2. a. of this Article, for as many days as the student or students create an overload including the two teacher record days. No overload payments will be made for personal leave days or days when schools are not in session unless made up. No overload payments will be made for exam days, unless sufficient students are required to take exams and create an overload situation. No overload payments will be made on days of in-service when students are not in attendance.
 - c. Special classes including typing, Industrial Arts, Drafting, Physical Education. (Boys and Girls), vocal and instrumental music, shall have class loads governed by the physical facilities and teachers teaching those classes shall not be paid for class size which exceeds one hundred and sixty (160) students per day.
3. Special Education Class ratios shall be in accordance with the State Department of Education policy.
4. The foregoing standards are subject to modification for educational purposes such as avoidance of split-grade classes or half-classes, specialized or experimental instruction (e.g. team teaching or large group instruction) improvement of instructional methods, distribution of students by attendance areas, changes in enrollment or any other valid reason.

- D. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, current periodicals, standardized tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board agrees at all times to keep the schools equipped and maintained.

Requests from teachers for additional texts, library materials, maps, globes, and all teaching equipment shall be submitted in writing stating needs and purposes. Teachers or departments will be requested from time to time to submit reports as to how this equipment is being used in their profession or departments.

- E. To relieve teachers of all non-academic duties, the Board will consider the employment of teacher aids at the elementary and secondary level.
- F. The Board shall make available in each school, adequate lunchroom, restroom, telephone, lounge, and workspace facilities for staff and appropriate guests.
- G. The Board recognizes further that facilities should be designed to meet the needs of the educational program. To achieve this end, the Board will seek the recommendations of the teachers before teaching facilities are constructed or remodeled.
- H. Nothing in this article shall require the Board to keep schools open in the event of inclement weather or when otherwise prevented by conditions not within the control of school authorities, such as fires, epidemics, mechanical breakdowns, or health conditions as defined by the township, county or state health authorities.

It is understood the Board shall apply and be consistent with the intent of any legal requirement regarding the closure of schools and the making up of such days.

- I. No part of this contract shall cause the Freeland Community School District to incur any loss of State School aid.

ARTICLE VII - TEACHER EVALUATION

- A. Teachers should be aware that evaluation is an ongoing process and that an individual teacher may be subject to an evaluation each school year.
- B. All classroom evaluations in each building shall be consistent in form and format.
 - 1. If the administration believes a teacher is performing below acceptable standards, a conference will take place as soon as is practicable (not to exceed three weeks) after an observation(s) which has led to the belief.
 - 2. The conference will be documented and the administration shall suggest methods of correction and will work with the teacher toward improvement.

3. Problem areas will be addressed throughout the school year and conferences may be requested by either the teacher or the administrator.
- C. Probationary and Tenure Personnel
1. The administration shall evaluate the performance of faculty in compliance with the Tenure Act.
 2. The evaluation shall be completed at a joint conference between the faculty member and the administration. Conferences should take place during the evaluation process with a final conference being required no less than six (6) weeks prior to the completion of the school year. Individual evaluations shall be completed prior to the final two weeks of school. The employer shall endeavor to evaluate teachers on IDP's prior to tenure teachers with satisfactory evaluations.
 3. An original and two (2) copies of the evaluation form shall be prepared and signed by the Administrator and by the faculty person. Such signature shall be understood to indicate awareness of the material, but not necessarily agreement with the content of the material. One (1) copy of the evaluation form shall be retained by the faculty person being evaluated and the original shall be filed in the Superintendent's office.
- D. Any complaints regarding a teacher made to the Administration by any parent, student, or other person which may be considered in the evaluation of said teacher's performance, shall be brought to the teacher's attention in writing, within five (5) working days of receipt of the complaint, unless compelled otherwise by legal authority.
- E. Each teacher will have the right, upon request, to review the contents of his own personnel file. A representative of the Association may, at the teacher's request accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file. Privileged information, such as confidential credentials and related personal references obtained at the time of initial employment, are specifically exempted from such review.
- F. The sample evaluation form attached to this Agreement will be used as a format in evaluating staff personnel. Individual items of evaluation shall be determined by the Administration with consultation of the Association. The Board agrees that the Association will review any changes in the attached evaluation form and assist in the formulation of changes.
- G. Upon the written request of the teacher, a copy of the classroom evaluation shall be given to the building representative.
- H. Total evaluation of a teacher will be made up of the classroom observations and observations of teacher conduct that could have an impact on education.
- I. If an administrator observes an unsatisfactory situation other than during the observation of the classroom performance, the teacher will be informed within five (5) working days of the observation of each situation.

FREELAND COMMUNITY SCHOOL DISTRICT
TEACHER EVALUATION FORM
SCHOOL YEAR

Teacher: _____ Status: Tenure Probation 1 2 3 4

Building: _____ Assignment:

Evaluator(s): _____ Evaluation Period:

CODE: 1=EXCELLENT 2=ABOVE SATISFACTORY
 3=SATISFACTORY 4=NEEDS IMPROVEMENT
 5=UNSATISFACTORY 6=DOES NOT APPLY/DID NOT OBSERVE

*If categories 4 and 5 are designated by the administrator, the reasons therefore shall be set forth in the anecdotal comments and suggested methods of improvement will be outlined within this format.

I. PERSONAL CHARACTERISTICS

	Uses voice effectively
	Is enthusiastic about job and subject matter
	Is tolerant and open minded
	Accepts and implements new ideas
	Is self-controlled in most situations
	Establishes effective and appropriate relationships with students
	Presents a positive image with students
	Is appropriately attired for assignment
	Is punctual in arriving to classes, meetings and other assignments

II. TEACHER-STAFF RELATIONS

	Coordinates efforts within the grade level or department
	Shows a willingness to share ideas and techniques with staff members
	Maintains constructive and appropriate relationships with staff members

III. CLASSROOM CONTROL AND MANAGEMENT

	Enforces published policies and procedures
	Handles school routine promptly and efficiently
	Renders prompt and accurate reports
	Maintains appropriate control over classroom situation
	Maintains room in a manner to facilitate learning
	Takes care of materials and equipment

IV. INSTRUCTIONAL AND GUIDANCE SKILLS

	Uses appropriate and adequate samples of work in evaluating students
	Grades fairly and consistently
	Shows evidence of long range planning
	Shows evidence of daily planning and preparation
	Understands the age group of assigned students
	Recognizes and provides for individual differences
	Makes use of instructional aids when available
	Seeks to improve work habits of students
	Makes use of tools and specialized persons when appropriate to aid in the continued development of students
	Uses appropriate motivational methods with students
	Displays a clear knowledge of the subject matter
	Sets reasonable class goals and objectives
	Demonstrates caring and consideration for students

V. GENERAL SCHOOL SERVICE

	Maintains good communication with parents
	Demonstrates an awareness of and works within the total school program
	Contributes constructively to committee work and faculty meetings voluntarily and/or on assignment
	Pursues appropriate professional development when available

ANECDOTAL COMMENTS: (Additional pages will be attached when needed)	
ADMINISTRATOR: _____	DATE: _____

TEACHER COMMENTS:	
TEACHER: _____	DATE: _____

NOTE: The signature of the teacher indicates that he/she has read the evaluation and is aware of the contents. It does not necessarily imply agreement with this evaluation.

ARTICLE VIII - DISCIPLINE AND JUST CAUSE

- A. The Board agrees that its rules and regulations governing employees will be reasonable.
- B. Enforcement of discipline will be for just cause.
- C. If a teacher is to be reprimanded, suspended with or without pay, and/or discharged by the Board or its representative, he will be entitled to have a representative of the Association present.

ARTICLE IX - TEACHING HOURS

- A. The teacher hours shall be as follows:
 - 1. Teachers shall work seven (7) hours and four (4) minutes per day with beginning and ending times set by the Building Principals for each building. The seven (7) hours and four (4) minutes per day includes a thirty (30) minute lunch period.
 - 2. In the event of scheduled teachers meetings, the teacher hours will be extended not more than 45 minutes, and not occur more than 12 times a year.
 - 3. The minimum daily planning time for 7-12th grade staff shall be equal to one 7-12th grade class period in length.

The minimum-daily planning time for K-6th grade staff shall be equivalent to-seventy five (75) minutes.
 - 4. During the term of this contract elementary teachers must supervise students during recess. One or more teachers per grade level may be needed for this duty as required by the state. To assign teachers to this duty, teachers volunteering for recess duty will be used first, then if there are not enough volunteers, teachers will be assigned on an inverse seniority rotational basis. Teachers shall be compensated for recess duty at a rate of \$10.00 per twenty (20) minute recess period.
- B. All teachers shall be entitled to a 30-minute duty-free lunch period. It is mutually agreed that teachers are responsible to see that classroom and hallways are cleared and students report to their designated area of the building, however, these duties shall not infringe on the teacher's 30-minute lunch period.

ARTICLE X - TEACHER EMPLOYMENT AND ASSIGNMENT

- A. The Board establishes as minimum requirements for initial employment of teachers, the possession of a bachelor's degree and a valid Michigan Elementary or Secondary Certificate or the equivalent. If it is necessary to deviate from this policy, the deviation will be in accordance with the Michigan Department of Education Regulations.

When contracts are issued for persons with special certification or permits, the contract language will reflect the provisions of Section 569 of the School Codes of 1955 (Act No. 269, P.A. 1955, as amended, Compiled Laws 1948, Sections 340.569, 390.1141, and 390.661) Special Certificate Contract Language:

"This contract shall terminate with the expiration date of the Special Certificate or Permit, or if it is suspended or revoked by proper legal authority, or at such time as the employing district is able to secure the service of a qualified teacher holding a valid and appropriate provisional or permanent certificate."

- B. Teachers shall not be assigned, except temporarily and with good cause, outside the scope of their teaching certificate and/or their major or minor fields of study. The teacher involved shall be notified at the time of the special assignment.
- C. Teachers in the system who will be affected by a change in grade and/or subject assignment for the ensuing school year will be notified prior to the end of the current school year. If such notification is not possible, the administration will set forth in writing to the Association the reasons therefore. The Board shall not make changes without good cause. Good cause shall include, but not be limited to teacher resignations, terminations, requests and/or return to/from leaves of absences, changes in enrollments or finances. The Association shall be updated as to changes made in teacher assignments during the summer months through written notification on or before August 15. Such notification shall include all current teacher assignments.
- D. The Board shall recognize the following rights and responsibilities of teachers as it sets the schedule for the school day.
1. A full time teacher in grades 7-12 shall be assigned to five or six teaching periods , and a preparation period in a six or seven period day.
 2. An attempt will be made in Grades 7-12 to limit the number of course preparations to three per day.
 3. The Board and Association agree that teachers have supervisory responsibilities for students in and around the buildings during the school day.
 4. Teachers shall assume the responsibility of maintaining a good general appearance of the faculty lounges.
 5. Teachers shall not leave their classrooms unattended except under unusual or emergency circumstances.

6. When elementary “special classes” including physical education, media, vocal music, art, Spanish and other special classes are taking place, this time will be considered planning time for the regular classroom teacher.
- E. The Board shall attempt to secure substitutes whenever they are aware of a teacher absence with sufficient notice. When a substitute is not readily available, the Administration shall seek a volunteer. Members of the teaching staff may be required to substitute for the absent teacher if a volunteer cannot be found. The rate of compensation for each class period substituted shall be \$18.00 per period.

ARTICLE XI - VACANCIES, PROMOTIONS, AND TRANSFERS

- A. 1. Should a vacancy in any bargaining unit position in the district occur that the Board determines to fill, the Board shall first publicize the same by giving written notice of such vacancy to the Association. The Association should immediately notify its membership. A teacher may apply for any position at any time. Such application should be in writing, addressed to the Superintendent of Schools. Applications will be considered should such a vacancy occur either during the school year or during the summer. This application must be renewed annually.
2. In filling a vacancy, the Board shall make the decision on the basis of length of time each applicant has been in the school system, the professional background, and attainments of all applicants. This will not preclude the Board of Education from hiring outside the system. The decision of the Board shall be final.
3. The posting of such vacancy that occurs during the period school is in session shall be made in each teacher's lounge and the Superintendent's office two weeks prior to the filling of the position. If a vacancy occurs during the period that school is not in session, any teacher that has filed current written notification of interest in such a vacancy shall be notified by mail prior to the filling of that position.
- B. In filling promotional vacancies to the administrative positions, the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the school district, of all applicants from within the school district. The parties recognize, however, that the filling of vacancies at the supervisory and administrative positions is a prerogative of the Board, and the decision of the Board with respect to such matters shall be final.
- C. 1. The parties agree that un-requested transfers of teachers are to be avoided whenever possible. In the event that transfers of teachers appear to be necessary, lists of available positions shall be publicized to the Association in the same manner as provided in A above.

2. Any teacher who is transferred to a supervisory or administrative position within the District shall continue to accrue seniority for the length of time in the position or a maximum of two (2) years whichever is lesser.

D. REDUCTION IN PERSONNEL - In the event of unforeseen change of student population or other conditions necessitating a reduction of the number of teachers employed by the Board of Education, the following procedure shall be followed.

1. The Superintendent shall notify the Association at least thirty (30) days before the end of the school year if a lay-off of teaching personnel is contemplated. Reasons for layoff shall be part of such notice.
2. The Board and the Association agree to maintain and review annually one district-wide seniority list of teacher bargaining unit members based on length of service in this district.
3. If a reduction of staff becomes necessary, the board will act to determine what courses are to be maintained in the curriculum and how many sections of each course or grade. Staff will be retained who are most senior and who are certified and qualified to fill the positions as determined by the Board.
4. Involuntary transfers may, whenever possible, (in the sole discretion of the Board) be made in order to complete any reduction in staff.

Length of service shall be from the date the contract was signed by the teacher. The contract date which controls length of service shall be the earliest contract commencing a period of continuous employment, including those leaves which allow teachers to accumulate seniority. Seniority shall accumulate on the basis of 365 days per year. If a teacher takes a leave of absence of one calendar year or less, which does not allow the accumulation of seniority, the teacher shall lose seniority only for working (duty) days missed. If a teacher takes a leave of more than one year, the teacher shall lose seniority for the total calendar days missed. (365 days per year.)

5. When there is an increase in teaching positions following such a layoff, or positions become available through natural attrition, the teacher with the most seniority in the district shall be the first to be recalled. Such recalled employee must have the necessary certification and qualifications for the position at the time of the recall. Failing the certification requirement, a less senior teacher will be recalled and/or employed to fill the position. If the more senior teacher is subsequently certified, they shall not have the right to displace anyone who is currently under (active) contract. They shall be recalled to the next available position for which they are certified to teach.
6. Involuntary transfers may, whenever possible (in the sole discretion of the Board) be made in order to accommodate a recall by seniority.
7. When two or more teachers have the same length of service, the teacher with the earliest birth date (day and month) shall be considered senior.

8. A teacher laid off shall have all benefits, including seniority, frozen for his use upon return. Should a teacher fail to respond in writing to the Superintendent within ten (10) days after the receipt of a certified, restricted delivery letter of recall, his seniority and all other benefits with the district shall terminate and there shall be no further obligation or right to recall. Laid off teachers shall have an obligation to maintain a current mailing address with the Board and shall be obligated to notify the Board in writing of any changes in address while on layoff.
 9. A laid off teacher who is employed in education outside this master agreement may give reason(s) for refusing recall which will be considered by the Board. If deemed appropriate, the Board will grant an extension of (no more than two) recall rights and the individual will be retained on the seniority list and will be recalled as future positions become available.
 10. The Board will issue a current seniority list to each teacher at the beginning of each school year.
 11. All laid off teachers shall, at their option, be placed on the appropriate district substitute teacher list. This list will be updated annually, and it is the individual teacher's responsibility to submit in writing their continued interest in being on such list.
- E. For purpose of application of this contract, the following criteria will be used for determination of "qualification" for a particular decision.
1. The employee shall meet all state and federal requirements.
 2. Teachers not meeting these qualifications in their current position will be given the opportunity to transfer to a vacant position for which they do meet the qualifications. If there is not a vacant position they may displace the least seniority teacher holding a position for which they do qualify, if the least seniority teacher has less seniority than the teacher displacing them. A teacher displaced by this process shall likewise have the right to a vacancy for which they are qualified and if there is no vacancy they may displace the least seniority teacher in a position they are qualified for provided the least seniority teacher has less seniority than the employee displacing them.
- F. When recalling to work following a reduction in personnel and where more than one tenured staff member is both certified and "minimally qualified" (as defined above) for any particular position, the administration and Board shall compare the respective qualifications of the eligible tenured staff members on the basis of the below-listed criteria in accordance with the above collective bargaining contract, and will assign the position to the staff member best qualified for the position (or, where two or more tenured staff members are determined to be equally qualified, to the staff member with the greatest length of seniority in the system).

The specific criteria for comparative analysis of "qualifications" shall be:

1. Certification
2. Experience
3. Evaluation

ARTICLE XII - PROTECTION OF TEACHERS

- A. The Board recognizes its responsibilities to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be in accordance with established Board policy. It shall be the responsibility of the teacher to report to his principal, in writing, the name of any student, who in the opinion of the teacher, may need particular assistance from skilled personnel. The teacher will be advised by the principal of the disposition of the teacher's report.
- B. Any case of assault upon a teacher which had its inception in a school-centered problem, shall be reported immediately in writing to the Superintendent or his designated representative. In the event of such an assault, the teacher involved may request assistance of the Board in such matters.
- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will offset expenses not covered through the Association (MEA/NEA) for legal counsel, and render all necessary assistance to the teacher in his defense, provided the teacher was performing his duties in compliance with Board and school policies.
- D. Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Workman's Compensation, shall not be charged against the teacher unless he is adjudged guilty by a court of competent jurisdiction.
- E. If, as a result of an accident or assault not caused by his negligence in the course of his employment, a teacher is injured or suffers damages to or destruction of clothing and glasses, the Board or its workmen's compensation carrier will reimburse the teacher for such loss and/or required medical, surgical, or hospital care. Such reimbursement by the Board will cover all such costs except those covered by insurance.
 1. If, as a result of theft or vandalism not caused by his negligence in the course of his employment, a teacher suffers destruction or loss of personal property being used for educational purposes, upon notification, the Board will consider reimbursing the teacher for such loss. Such reimbursement will cover all cost not covered by insurance.
 2. If, as a result of theft or vandalism not caused by his negligence in the course of his employment, a teacher suffers destruction or loss of personal property being used for educational purposes approved by the building principal, upon notification, the Board will reimburse the teacher for such loss. Such reimbursement will cover all cost not covered by insurance.

- F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property. While acting within the policies and procedures set forth by the Board and/or the Administration, teachers shall not be individually liable, except in the case of gross neglect of duty or gross negligence, for any damage or loss to person or property.

ARTICLE XIII - LEAVES OF ABSENCE

A. Explanation and Procedures for Leaves of Absence:

1. An Association member may, upon written request and approval of the Board, be granted a leave of absence, not to exceed a maximum of one (1) year, subject to renewal at the discretion of the Board. Leaves of absence may be granted on a semester by semester basis. The Board may opt to grant the leave for the remainder of the current semester and it shall be the employee's responsibility to request the following semester if necessary.
2. Written application for such leave shall be made by the teacher addressed to the Superintendent of Schools. Such leave, if granted, must serve not only the interests of the teacher, but also of the school district.
3. During leave of absence, there shall be no compensation from this school district.
4. Leave of absence may be denied or terminated by the Board upon violation of the master agreement or in a case where the leave is being used for other than the purpose(s) originally stated.
5. Application to return from a leave of absence shall be filed with the Superintendent not later than the 1st of April preceding the September in which he wishes to return, or not later than November 1 if he wishes to return at the beginning of the second semester of any school year.
6. Teachers returning from leave shall be placed in their original position if it is available, otherwise they shall be reinstated in another position for which they are certified at the earned experience step and the appropriate salary.
7. Time spent on leave shall not be counted as active service in the school district for salary purposes except the Superintendent of Schools may, at his discretion, grant salary credit for part or all of such time for the following leaves:
 - a. Professional Study
 - b. Temporary teaching assignments outside the district.
8. Sick leave days earned prior to a leave of absence shall be held in reserve pending the return of the teacher from such leave, provided, however, employees taking leave for reason consistent with requirements of the Family Medical Leave Act (FMLA) shall be required to use paid sick time simultaneous with time permitted under the FMLA. No sick leave days will be accumulated during a leave of absence.

9. The Association shall be granted up to 10 days leave to be used for sending teachers to conferences and meetings. The Association will, whenever possible, give written notice to the principal involved 10 days prior to the time the leave is needed. The Association will assume the cost of the substitute.
10. Personal accident involving Workman's Compensation:
Sick leave allowance for teachers injured while working for the Freeland Community School District and thus becoming eligible for Workmen's Compensation benefits, shall be as follows:
 - a. Accumulated sick leave days shall, on an optional basis, be made available to the injured teacher during the period he is unable to work as a result of an accident.
 - b. An employee who is absent due to an injury which is compensable under Worker's Compensation may use his accumulated sick leave on a proportional basis, to supplement the benefit received from Worker's Compensation, such that the amount of expendable income the employee receives from Worker's Compensation and sick leave does not exceed the amount of expendable income the employee would have received from his regular salary amount according to his placement on the salary schedule at the time of the injury. The obligation of the employer is only for the proportional amount necessary to supplement the maximum benefit provided to the employee from Worker's Compensation until the employee accumulated sick leave is exhausted or the employee is able to return to work, whichever happens first. Should this supplemental payment be found to be subject to the coordination requirements of Worker's Compensation, such that the amount of the Worker's Compensation benefit is reduced, the employee shall not be allowed use of sick leave and shall receive only the Worker's Compensation benefit provided by that statute.

B. Types of Leaves of Absence:

1. Personal Sick Leave:
Sick leave will be allowed to 10 days per year accumulative to a maximum of 135 days. Total days accumulative sick leave shall be furnished with the first paycheck of the new school year.
 - a. Teachers in the school system shall be credited with 10 days sick leave on the first teaching day of each new school year.
 - b. First year teachers shall be accredited with 5 days sick leave of their 10 accumulative for that year at the beginning of each semester of the school year. (First year teachers who use an excess of their accumulative sick leave during the early part of the school year shall receive reduction in pay for excessive days used. If during the balance of the year the teacher accumulates sick leave, salary will be allowed for earlier reduction.)
 - c. Personal sick leave days, up to a limit of fifteen (15) sick days per school year, may be used by the teacher to care for an immediate family member (as defined by IRS

rules, or living in the household) when ill. Three days per year may be used to care for each parent and five days in total per year to care for all children living outside the household. Personal sick leave is for the illness of the employee or family as provided herein. It is not to be used for any other purpose including, by way of illustration not limitation, extending any vacation, recess, or holiday period. Proper verification shall be presented at the request of the employer.

- d. Teachers may use their sick leave days for pregnancy related disabilities.

2. Personal Leave Days:

Upon three (3) days advance written notice, teachers may request personal leave. Three (3) such personal days will be allowed per year and are non-accumulative. These days may not be used to extend any vacation, recess, or holiday period. Personal leave days may be taken as full or half days only and may be denied if more than 10% of the K-6 staff or 10% of the 7-12 staff make a request for the same day. Requests are approved on a first come basis except that requests made on the same day for the same day off will be granted on a seniority basis. Personal leave may not be used in conjunction with a deduct day to extend a vacation unless approved by the Superintendent. At the end of the year unused personal leave days shall rollover into the employee's personal sick leave bank.

3. Child Care Leave: With the addition of a child to the teacher's family by birth or adoption, one of three options may apply:

- a. The Board shall grant a leave of absence for up to two (2) full semesters for child care leave without pay upon written request for such leave: The leave may be extended up to a period of four (4) full semesters by written request of the teacher and with the Board's approval: OR
- b. If the employee is physically unable to work (verified in writing by a physician) the employee shall use whatever sick leave days and personal leave days they have accumulated during this period of time if the absence is related to a verified disability attributed to child bearing. At the end of the disability, as verified by a physician the employee must return to work or request an unpaid leave: OR
- c. Use leave provisions under the Family Medical Leave Act of 1993.

4. Death in Family:

- a. Five (5) days - Death of husband, wife, or children, or either.
- b. Three (3) days - death of teacher's mother, father, brother, sister, grandparents, members of the immediate household, or spouse's mother or father. (Should death be out-of-state, two (2) days traveling time is allowed.)

5. Professional Study:
Teachers, upon request, may be granted leave of absence for one year, without pay, for professional study, provided such leave does not in any way impair the program of the school.
6. Jury Duty Leave:
Teachers shall be allowed to be absent when called for jury duty. Such absences shall be allowed without loss of pay except that any compensation for jury duty shall be deducted from his regular salary payment. Teachers shall report to regular assignments when jury duty is one-half day or less.
7. Holidays
The Employer will not hold school on the following days: Labor Day, Thanksgiving, Christmas, New Years, Good Friday, Memorial Day. Other religious holidays may be observed by individuals with the permission of the Administration.
8. Other Leaves:
Absence from duty may be authorized by the Building Principal except in those instances where Board policy or Administrative regulations expressly reserve this authority to the Superintendent. Absence for reasons not covered in this Agreement or any exceptions to this Agreement may be authorized by the Superintendent.
9. Family and Medical Leave Act of 1993:
Leave provisions of this agreement shall be construed consistently with the requirements of the Act. However, if the leave provisions under this Article are more generous, this Agreement shall prevail. All such leaves may be concurrent with, and not in addition to, any other applicable leaves provided for in this Agreement.

ARTICLE XIV - SALARY SCHEDULE

Principles:

The salaries of all teachers covered by this Agreement are set forth in Appendix A which is attached hereto and made a part hereof. Such salary schedule shall remain in effect during the term of this Agreement.

Teachers shall work a total of 188 days during the first year of this agreement. One hundred and eighty (180) days shall be student instruction days. Teachers shall have five (5) days of professional development each school year during the term of this Agreement. One (1) day shall be a day of uninterrupted classroom preparation prior to the beginning of classes each year. Teachers are required to attend four (4) professional development days. Employees absent for any reason on a professional development day must work out alternative professional development with the building principal. Such make up professional development shall be at least equal in time to that which was missed and be completed by June 15th of each school year.

Effective August 16, 2008 teachers shall work one hundred eighty seven (187) days during each remaining year of this agreement. One hundred seventy seven (177) full and two (2) half student days for the equivalent of one hundred seventy eight (178) full student days. Teachers shall have five (5) days of professional development each school year during the remaining term of this agreement beginning August 16, 2008, in addition to three (3) uninterrupted days one (1) prior to the school year and one (1) at the end of each semester. There shall also be one (1) day , or the equivalent, for Parent Teacher conference day

178 Student Days (177 Full Days - 2 half days)

CALCULATION OF TOTAL SCHEDULED STUDENT HOURS								
Proposed Minutes Per Day=374						Current Minutes Per Day = 370		Minutes Per Day Increase= 4
Proposed 2008-2009 7 Period Day	Daily Scheduled Hours	Times	Scheduled Days**	Equals	Scheduled Hours	2006-2007		Additional Hours Per Year Due to Change to 7 Period Day
Full Days	6.23	X	177	=	1,102.71			
Partial Day - Pg. 2	2.63	X	2	=	5.26			
Partial Day - Pg. 3		X		=	0.00	Total Days	179.5	
TOTAL DAYS/HOURS SCHEDULED			179		1,107.97	Total Hours	1,107.51	0.46

A teacher engaged during the school day in negotiation on behalf of the Association with any representative of the Board or participation in any professional grievance negotiation with the Board or its representatives shall be released from regular duties without loss of salary.

Upon approval of the administration, teachers may be granted administrative days with pay to attend conferences. The district shall bear the cost of the substitute teacher to release teachers to attend such approved conferences. Such approved conferences shall not count towards the five (5) days of professional development each school year.

APPENDIX A

SALARY SCHEDULE 2007 - 2008

Experience Step	Index	1.021 BA	Index	1.021 MA
0	1.00	34,855	1.13	39,386
0.5	1.01	35,203	1.14	39,735
1	1.04	36,249	1.17	40,780
1.5	1.07	37,295	1.20	41,826
2	1.11	38,689	1.24	43,220
2.5	1.15	40,083	1.28	44,614
3	1.19	41,477	1.32	46,008
3.5	1.24	43,220	1.37	47,751
4	1.28	44,614	1.41	49,145
4.5	1.31	45,660	1.44	50,191
5	1.34	46,706	1.47	51,237
5.5	1.37	47,751	1.50	52,282
6	1.40	48,797	1.53	53,328
6.5	1.43	49,843	1.56	54,374
7	1.46	50,888	1.59	55,419
7.5	1.49	51,934	1.62	56,465
8	1.52	52,979	1.65	57,511
8.5	1.56	54,374	1.69	58,905
9	1.59	55,419	1.72	59,950
9.5	1.63	56,813	1.76	61,345
10	1.66	57,859	1.79	62,390

LONGEVITY SCHEDULE 2007-2008

Years of Service	1.024 B.A.	1.024 M.A.
11 - 16	61,676	66,421
17 - 22	63,136	67,880
23 or More	64,961	69,705

Total Teacher Days = 188

The in-service days will be planned collaboratively with the F.E.A.

APPENDIX A

SALARY SCHEDULE 2008 - 2009

Experience Step	Index	1.021 BA	Index	1.021 MA
0	1.00	35,587	1.13	40,213
0.5	1.01	35,943	1.14	40,569
1	1.04	37,010	1.17	41,637
1.5	1.07	38,078	1.20	42,704
2	1.11	39,501	1.24	44,128
2.5	1.15	40,925	1.28	45,551
3	1.19	42,348	1.32	46,975
3.5	1.23	43,772	1.36	48,398
4	1.27	45,195	1.40	49,822
4.5	1.31	46,619	1.44	51,245
5	1.34	47,686	1.47	52,313
5.5	1.37	48,754	1.50	53,380
6	1.40	49,822	1.53	54,448
6.5	1.43	50,889	1.56	55,515
7	1.46	51,957	1.59	56,583
7.5	1.49	53,024	1.62	57,651
8	1.52	54,092	1.65	58,718
8.5	1.56	55,515	1.69	60,142
9	1.59	56,583	1.72	61,209
9.5	1.63	58,007	1.76	62,633
10	1.66	59,074	1.79	63,700

LONGEVITY SCHEDULE 2008-2009

<u>Years of Service</u>	<u>1.024 B.A.</u>	<u>1.024 M.A.</u>
11 - 16	63,156	68,015
17 - 22	64,651	69,509
23 or More	66,520	71,378

Total Teacher Days = 187

The in-service days will be planned collaboratively with the F.E.A

APPENDIX A

SALARY SCHEDULE 2009 - 2010

Experience Step	Index	1.021 BA	Index	1.021 MA
0	1.00	36,334	1.13	41,058
0.5	1.01	36,698	1.14	41,421
1	1.04	37,788	1.17	42,511
1.5	1.07	38,878	1.20	43,601
2	1.11	40,331	1.24	45,054
2.5	1.15	41,784	1.28	46,508
3	1.19	43,238	1.32	47,961
3.5	1.23	44,691	1.36	49,414
4	1.27	46,144	1.40	50,868
4.5	1.31	47,598	1.44	52,321
5	1.34	48,688	1.47	53,411
5.5	1.37	49,778	1.50	54,501
6	1.40	50,868	1.53	55,591
6.5	1.43	51,958	1.56	56,681
7	1.46	53,048	1.59	57,771
7.5	1.49	54,138	1.62	58,861
8	1.52	55,228	1.65	59,951
8.5	1.56	56,681	1.69	61,405
9	1.59	57,771	1.72	62,495
9.5	1.63	59,225	1.76	63,948
10	1.66	60,315	1.79	65,038

LONGEVITY SCHEDULE 2009-2010

<u>Years of Service</u>	<u>1.024 B.A.</u>	<u>1.024 M.A.</u>
11 - 16	64,671	69,647
17 - 22	66,203	71,177
23 or More	68,116	73,091

Total Teacher Days = 187

The in-service days will be planned collaboratively with the F.E.A.

APPENDIX A

SALARY SCHEDULE 2010 - 2011

Experience Step	Index	1.021	
		BA	MA
0	1.00	37,097	41,920
0.5	1.01	37,468	42,291
1	1.04	38,581	43,404
1.5	1.07	39,694	44,517
2	1.11	41,178	46,001
2.5	1.15	42,662	47,484
3	1.19	44,146	48,968
3.5	1.23	45,630	50,452
4	1.27	47,113	51,936
4.5	1.31	48,597	53,420
5	1.34	49,710	54,533
5.5	1.37	50,823	55,646
6	1.40	51,936	56,759
6.5	1.43	53,049	57,872
7	1.46	54,162	58,985
7.5	1.49	55,275	60,097
8	1.52	56,388	61,210
8.5	1.56	57,872	62,694
9	1.59	58,985	63,807
9.5	1.63	60,468	65,291
10	1.66	61,581	66,404

LONGEVITY SCHEDULE 2010-2011

Years of Service	1.024 <u>B.A.</u>	1.024 <u>M.A.</u>
11 - 16	66,224	71,319
17 - 22	67,791	72,886
23 or More	69,751	74,845

Total Teacher Days = 187

The in-service days will be planned collaboratively with the F.E.A.

ARTICLE XIV - PART II - Salary Schedule Continued

NOTES APPLICABLE TO THE SALARY SCHEDULE

- A. The salary schedule shall be based on a single standard pay for all teaching personnel.
- B. Each full time-full year taught in this system shall entitle the teacher to one step. Half time-full year or full time-half year shall entitle the teacher to one-half step on the salary schedule. Benefits provided under this agreement shall be prorated based on the percent of the assignment to a full time-full year teacher in accordance with the table below, provided, however, an employee must be assigned to a position of at least equal to halftime to be eligible for benefits.

ASSIGNMENT	BENEFIT ELIGIBILITY
0 – 49%	No Benefits
50 - 75%	Plan B
76 – 99%	\$700 toward Plan A
100%	Full Benefits

- C. New teachers entering this system may be granted full credit for the first five (5) years and one-half (1/2) credit for each additional year of outside teaching experience.
- D. No teacher already in this system shall receive a reduction in contract salary in making the adjustment to this or any new salary schedule.
- E. Reimbursement for those teachers, employed prior to June 8, 1978, who are working on an advance degree or professional growth classes:
 - 1. To qualify for partial reimbursement for graduate work on an approved Master's Program, the teacher must have completed one year of probation with the school system and have a satisfactory evaluation. Work must be in the area of certification or have administrative approval.
 - 2. Teachers employed prior to June 8, 1978, and working on an approved M.A. Program, will be reimbursed at the rate of \$100 per semester hour. Reimbursement will start with the eleventh semester credit hour beyond the bachelor degree. The total number of hours which are reimbursable is limited to the difference between the number of hours required for the M.A. and the first 10 hours. All reimbursement is subject to the approval of the Superintendent.
 - 3. Doctorate and Special programs and Professional Growth Classes shall be reimbursed at the rate of \$100 per semester hour. These hours are subject to the approval of the Superintendent of Schools.
 - 4. Any faculty member currently receiving pay for hours which do not qualify under this agreement shall not be cut in pay, but shall be frozen at his current level of hours of reimbursement.

5. Teachers must provide the Superintendent's office with a transcript of the hours earned. Hours earned during the present school year will be considered in the following year's contract and must be presented on or before the teacher's first workday. Failure to present the transcripts by the teacher's first workday will disallow reimbursement until the next school year.
- F. Extra Load
Teachers who carry an extra class beyond those currently being assigned will be reimbursed \$5,000 for a full school year or \$2,500 for a full semester for each additional class. Teachers may elect to receive this reimbursement in bi-weekly installments or in a lump sum at the conclusion of each semester.
- G. Choice of Pay Periods
The Board pays employees based on a 21 pays year. Teachers, when signing their individual contracts, may designate that they desire to have contract payments be made over 26 payments.
- H. Insurance: The Board shall make available the following MESSA benefits for a full twelve (12) month period to each employee and their eligible dependents:

Plan A

Health — Choices II, Rev \$5/10 Rx
Long Term Disability - 66 2/3% of Max Eligible Salary
 Max Eligible Monthly Salary \$7,143.00
 \$5,000 Monthly Maximum Benefit
 30-Calendar Days Modified Fill
 COLA No
 Mental/Nervous Same as Illness
 Alcoholism/Drug Addictions Same As Illness
 5% Minimum Payout
 Pre-existing Limits Waived
 Family Social Security Offset
 No survivor Income
 No Freeze on Offsets
 No Educational Supplement
 2 year Own Occupation
Delta Dental – 100/90/90:\$1,500 Annual Max
 No Orthodontics: 0.00 Lifetime Max
 Two cleanings per Year No adult orthodontics
Life Insurance \$45,000 with AD & D
Vision - VSP-3

Plan B

Long Term Disability – 66 2/3% of Max Eligible Salary
 Max Eligible Monthly Salary \$7,143.00
 \$5,000 Monthly Maximum Benefit
 30-Calendar Days Modified Fill
 COLA No
 Mental/Nervous Same as Illness

Alcoholism/Drug Addictions Same As Illness
5% Minimum Payout
Pre-existing Limits Waived
Family Social Security Offset
No Survivor Income
No Freeze on Offsets
No Educational Supplement
2 year Own Occupation
Life Insurance \$45,000 with AD & D
Vision - VSP-3
Delta Dental – 100/90/90:\$1,500 Annual Max
No Orthodontics: 0.00 Lifetime Max
Two cleanings per Year No adult orthodontics

1. A full time teacher choosing not to participate in Plan A and accepting Plan B shall be provided by the employer a cash option in lieu of health benefits. The cash amount shall be \$300 per month. The Board shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. The amount of the cash payment received may be applied to a Tax Deferred Annuity. To elect a Tax Deferred Annuity, the bargaining unit member shall enter into a salary reduction agreement. If both husband and wife are teacher employees, one of them is also eligible for this benefit.

2. It is expressly understood that the Board is only responsible for providing premiums toward insurance coverage. The Board agrees to make available the above-mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the master contract held by the policyholder. Beginning September 1, 2008 the employee taking Plan A will contribute ten dollars (\$10) per pay period, based on twenty six (26) pays per year, toward the purchase of the insurance. Effective September 1, 2009 the employee taking Plan A will contribute twenty dollars (\$20) per pay period, based on twenty six (26) pays per year, toward the purchase of the insurance. Effective September 1, 2010 the employee taking Plan A will contribute thirty dollars (\$30) per pay period, based on twenty six (26) pays per year, toward the purchase of the insurance. The employee contribution will be paid with pretax dollars.

Changes in family status shall be reported by the employee to the business office within thirty (30) days of such change. The employee shall be responsible for any over payment/under payment of premiums made by the Board in his behalf for failure to comply with this paragraph.

The Board reserves the right to abandon the Pak(s) at the time it can be shown that separate purchasing of the Pak elements results in a cost savings to the District

- I. Teachers who consent to serve as a supervising teacher for college extern students shall be compensated in an amount equal to that provided by the college for this purpose.

- J. Pay Docks:
If a teacher's pay is to be docked, his daily wage will be calculated by dividing his base salary by the sum of the number of instruction days and the number of workdays in that year's contract. Additionally, the pay will be further docked by adding the daily cost in insurance benefits determined by taking the monthly premium for health, dental, vision, life, and L.T.D. divided by 30.
- K. Terminal Pay:
Teachers having at least twenty five (25) years of service with and retiring from the Freeland Community School District shall be paid seventy dollars (\$70) per day for accumulated sick leave not to exceed a total of seven thousand five hundred dollars (\$7,500), provided the employee notifies the District prior to April 1st of the year they intend to retire. If notice is after April 1st the maximum liability shall be five thousand dollars (\$5,000).
- L. Retirement:
The Board shall participate in and comply with all requirements of the Michigan Public School Employees Retirements System.
- M. Teachers who agree to serve as mentors shall receive one hundred dollars (\$100) per mentee added to their classroom account per year.
- N. Longevity Pay:
See Salary Schedule.
- O. A Building Principal or the Superintendent may assign a Guidance Counselor to work additional days beyond their scheduled work year. When the Building principal or the Superintendent makes such assignment the Guidance Counselor will be paid the employee's daily rate for a full day and half the daily rate for a half day or less.

ARTICLE XV - GENERAL

- A. There will be no reprisals of any kind taken against any teacher by reason of his membership or non-membership in the Association or participation or non-participation in its activities.
- B. Upon the written request of the Association, the Board shall provide to the Association representatives an opportunity to discuss contemplated millage increases.
- C. Teachers will be informed of telephone numbers they must call AN HOUR AND A HALF (1½ hours) before the start of the student day to report unavailability for work. A teacher who reports unavailability after said time will be subject to a written reprimand. The compilation of two or more such reprimands within a school year may result in further disciplinary action such as a loss of a personal day or up to a day's pay. Once a teacher has reported unavailability for work it shall be the responsibility of the administration to arrange for a substitute teacher.
- D. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.

- E. The Association shall notify the Board in writing of the total number of copies needed for distribution to their membership. The Board shall also determine the number of copies they need. The total number needed will be printed and a per copy printing cost will be established. The Association will pay the cost incurred in printing and materials for their share of the total number of copies ordered. Typing cost will not be shared, but will be borne by the Board.
- F. 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 not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- G. The Board agrees that the Association will review the school calendar and assist in the formulation of said calendar, before it receives final approval by the Board. Also, the calendar will be incorporated into this agreement.
- H. All communications between the Association and the Board of Education shall be directed to the Superintendent's Office.

To the Board: c/o Superintendent of Schools
Freeland Community School District
710 Powley Drive
Freeland, MI 48623

To the Association: c/o The President of the Freeland Education Association at
their residence, or hand delivered, inter school mail or
through e-mail.

- I. These provisions are for a normal (Aug.-June) school year. If changes are made in the school year, the above proposals are immediately open for renegotiation.
- J. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the Agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. The terms and conditions of employment provided in this Agreement shall remain in effect during the term of this Agreement unless and until altered by mutual agreement in writing between the parties. 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.

ARTICLE XVI - DURATION OF AGREEMENT

The provisions of this Agreement will be effective as of August 16, 2007 and will continue and remain in full force and effect until August 15, 2011.

- A. Contract re-openers: Should both parties mutually agree, provisions of this Agreement may be opened and negotiated or renegotiated during the life of this Agreement.

- B. Not later than 90 days prior to the date on which this Agreement expires, the Board agrees to negotiate with the Association over a successor agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning teacher's salaries and all other conditions of their employment. Such negotiations will include, but not be limited to, the subjects covered by this Agreement and any other matters mutually agreed to be negotiated by the parties. Any agreement so negotiated will apply to all teachers, and will be reduced to writing and signed by the Board and the Association.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this _____ 2007.

FREELAND BOARD OF EDUCATION

FREELAND EDUCATION ASSOCIATION

Brenda J Sutton, President

Nickole S. Clark, President

Matthew A. Cairy, Superintendent