

**Tentative Agreement FREA and FRBOE**

**March 29, 2010**

**Current:**

**ARTICLE I**  
**RECOGNITION**

- A. The Board recognizes the Association as sole and exclusive collective bargaining representative with respect to wages, hours of employment and conditions of employment, for all certificated teaching personnel under contract, school social worker and school psychologist, but excluding there from day-to-day substitutes and all supervisory personnel, such as but not necessarily limited to the Superintendent, Assistant Superintendent, principals, assistant principals, community school director, director of vocational education, and athletic director, and any other administrator who performs administrative or supervisory duties and functions a majority of the teacher's school day.

**Proposed:**

**ARTICLE I**  
**RECOGNITION**

- A. The Board recognizes the Association as sole and exclusive collective bargaining representative with respect to wages, hours of employment and conditions of employment, for all certificated teaching personnel under contract, **counselors, speech pathologist/therapist**, school social worker and school psychologist **hired prior to July 1,2010, but excluding there from day-to-day substitutes, all school social workers, speech pathologist, and therapists, including speech, hired after July 1,2010,** and all supervisory personnel, such as but not necessarily limited to the Superintendent, Assistant Superintendent, principals, assistant principals, community school director, director of vocational education, and athletic director, and any other administrator who performs administrative or supervisory duties and functions a majority of the teacher's school day.

**Current:**

**ARTICLE XXIV**  
**DURATION OF AGREEMENT**

IN WITNESS WHEREOF, the parties agree that all terms, benefits, and conditions of this Agreement are to become effective July 1, 2008 and remain in effect through June 30, 2011 unless otherwise noted.

**Proposed:**

**ARTICLE XXIV**  
**DURATION OF AGREEMENT**

IN WITNESS WHEREOF, the parties agree that all terms, benefits, and conditions of this Agreement are to become effective July 1, 2010 and remain in effect through June 30, **2013** unless otherwise noted.

# Salary Schedule 2010-2011

## Bachelor's Degree

STEP	BA	BA+20
1	\$36,772.00	\$37,693.00
2	\$37,508.00	\$38,429.00
3	\$38,982.00	\$39,903.00
4	\$41,659.00	\$42,580.00
5	\$44,650.00	\$45,571.00
6	\$47,649.00	\$48,570.00
7	\$50,632.00	\$51,553.00
8	\$53,643.00	\$54,564.00
9	\$56,660.00	\$57,581.00
10	\$59,657.00	\$60,578.00
11	\$65,540.00	\$66,461.00

## Master's Degree

STEP	MA	MA+10	MA+20	MA+30
1	\$40,824.00	\$42,182.00	\$42,392.00	\$42,707.00
2	\$41,704.00	\$43,062.00	\$43,272.00	\$43,587.00
3	\$43,464.00	\$44,822.00	\$45,032.00	\$45,347.00
4	\$46,834.00	\$48,192.00	\$48,402.00	\$48,717.00
5	\$50,182.00	\$51,540.00	\$51,750.00	\$52,065.00
6	\$53,541.00	\$54,899.00	\$55,109.00	\$55,424.00
7	\$56,912.00	\$58,270.00	\$58,480.00	\$58,795.00
8	\$60,284.00	\$61,642.00	\$61,852.00	\$62,167.00
9	\$63,666.00	\$65,024.00	\$65,234.00	\$65,549.00
10	\$66,991.00	\$68,349.00	\$68,559.00	\$68,874.00
11	\$70,396.00	\$71,754.00	\$71,964.00	\$72,279.00
12	\$77,089.00	\$78,447.00	\$78,657.00	\$78,972.00

\* **LONGEVITY**

16 - 20 Yrs -	\$1,050.00	Start of 16th year
21 - 25 Yrs -	\$1,550.00	Start of 21st year
26+ Yrs -	\$2,600.00	Start of 26th year

\* If hire date occurs after January 1st, (half) the longevity stipend is paid for the remaining year of eligibility.

**BA+10 hours compensation is no longer available to new recipients after September 1, 1998.**

## Salary Schedule 2011-2012 Bachelor's Degree

STEP	BA	BA+20
1	\$36,772.00	\$37,693.00
2	\$37,508.00	\$38,429.00
3	\$38,244.00	\$39,165.00
4	\$38,982.00	\$39,903.00
5	\$41,659.00	\$42,580.00
6	\$44,650.00	\$45,571.00
7	\$47,649.00	\$48,570.00
8	\$50,632.00	\$51,553.00
9	\$53,643.00	\$54,564.00
10	\$56,660.00	\$57,581.00
11	\$59,657.00	\$60,578.00
12	\$65,540.00	\$66,461.00

### Master's Degree

STEP	MA	MA+10	MA+20	MA+30
1	\$40,824.00	\$42,182.00	\$42,392.00	\$42,707.00
2	\$41,704.00	\$43,062.00	\$43,272.00	\$43,587.00
3	\$42,584.00	\$43,942.00	\$44,152.00	\$44,467.00
4	\$43,464.00	\$44,822.00	\$45,032.00	\$45,347.00
5	\$46,834.00	\$48,192.00	\$48,402.00	\$48,717.00
6	\$50,182.00	\$51,540.00	\$51,750.00	\$52,065.00
7	\$53,541.00	\$54,899.00	\$55,109.00	\$55,424.00
8	\$56,912.00	\$58,270.00	\$58,480.00	\$58,795.00
9	\$60,284.00	\$61,642.00	\$61,852.00	\$62,167.00
10	\$63,666.00	\$65,024.00	\$65,234.00	\$65,549.00
11	\$66,991.00	\$68,349.00	\$68,559.00	\$68,874.00
12	\$70,396.00	\$71,754.00	\$71,964.00	\$72,279.00
13	\$77,089.00	\$78,447.00	\$78,657.00	\$78,972.00

\* **LONGEVITY**

16 - 20 Yrs -	\$1,050.00	Start of 16th year
21 - 25 Yrs -	\$1,550.00	Start of 21st year
26+ Yrs -	\$2,600.00	Start of 26th year

\* If hire date occurs after January 1st, (half) the longevity stipend is paid for the remaining year of eligibility.

**BA+10 hours compensation is no longer available to new recipients after September 1, 1998.**

## Salary Schedule 2012-2013

### Bachelor's Degree

STEP	BA	BA+20
1	\$36,772.00	\$37,693.00
2	\$37,508.00	\$38,429.00
3	\$38,244.00	\$39,165.00
4	\$38,982.00	\$39,903.00
5	\$41,659.00	\$42,580.00
6	\$44,650.00	\$45,571.00
7	\$47,649.00	\$48,570.00
8	\$50,632.00	\$51,553.00
9	\$53,643.00	\$54,564.00
10	\$56,660.00	\$57,581.00
11	\$59,657.00	\$60,578.00
12	\$66,857.00	\$67,778.00

### Master's Degree

STEP	MA	MA+10	MA+20	MA+30
1	\$40,824.00	\$42,182.00	\$42,392.00	\$42,707.00
2	\$41,704.00	\$43,062.00	\$43,272.00	\$43,587.00
3	\$42,584.00	\$43,942.00	\$44,152.00	\$44,467.00
4	\$43,464.00	\$44,822.00	\$45,032.00	\$45,347.00
5	\$46,834.00	\$48,192.00	\$48,402.00	\$48,717.00
6	\$50,182.00	\$51,540.00	\$51,750.00	\$52,065.00
7	\$53,541.00	\$54,899.00	\$55,109.00	\$55,424.00
8	\$56,912.00	\$58,270.00	\$58,480.00	\$58,795.00
9	\$60,284.00	\$61,642.00	\$61,852.00	\$62,167.00
10	\$63,666.00	\$65,024.00	\$65,234.00	\$65,549.00
11	\$66,991.00	\$68,349.00	\$68,559.00	\$68,874.00
12	\$70,396.00	\$71,754.00	\$71,964.00	\$72,279.00
13	\$78,639.00	\$79,997.00	\$80,207.00	\$80,522.00

\* **LONGEVITY**

16 - 20 Yrs	-	\$1,050.00	Start of 16th year
21 - 25 Yrs	-	\$1,550.00	Start of 21st year
26+ Yrs	-	\$2,600.00	Start of 26th year

\* If hire date occurs after January 1st, (half) the longevity stipend is paid for the remaining year of eligibility.

**BA+10 hours compensation is no longer available to new recipients after September 1, 1998.**  
 All employees excluding those on the first step, will stay at the 2009-2010 salary while advancing in step number. Steps and corresponding salary amounts will resume during the 2012-2013 school year.

**RTTT Language:**

Both parties agree to mutually develop a teacher evaluation that will meet state requirements prior to September 1, 2010.

**Calendar:**

The calendar for the 2010-2011, 2011-2012, and 2012-2013 school years will retain the format and structure of the 2009-2010 calendar.

For the District:

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For the Association:

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# **Collective Bargaining Agreement**

**Flat Rock Community Schools  
Board of Education**

**and the**

**Flat Rock Education Association  
(MEA/NEA)**

**2008 - 2011**

*Flat Rock Community Schools - Where Tomorrow's Leaders Learn*

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## **AGREEMENT**

This agreement is made and entered into this 14<sup>th</sup> day of October, 2007, by and between the Board of Education of the Flat Rock Community School District, Flat Rock, Michigan (hereinafter called the "Board") and the Flat Rock Education Association (hereinafter called the "Association").

### **ARTICLE I**

#### **RECOGNITION**

- A. The Board recognizes the Association as sole and exclusive collective bargaining representative with respect to wages, hours of employment and conditions of employment, for all certificated teaching personnel under contract, school social worker and school psychologist, but excluding there from day-to-day substitutes and all supervisory personnel, such as but not necessarily limited to the Superintendent, Assistant Superintendent, principals, assistant principals, community school director, director of vocational education, and athletic director, and any other administrator who performs administrative or supervisory duties and functions a majority of the teacher's school day.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- C. When the word "Teacher" is used hereinafter, it is understood that it shall include all teachers within the bargaining unit and specifically shall not include substitute teachers. After 60 days in one position, long-term substitutes shall pay the applicable membership or agency shop service fee on a prorated basis, pursuant to the provisions of Article IV, Section B.
- D. When the term "teacher" is used in this contract, it is to include any member or members of the bargaining unit.



**ARTICLE II**  
**BOARD RIGHTS AND RESPONSIBILITIES**

- A. The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, by way of illustration, the right to:
1. Manage and control the school business and equipment and operation;
  2. The assignment and direction of its personnel;
  3. Direct the working forces, to hire, promote, suspend and discharge employees, transfer employees, assign work to employees, determine the size of the work force and to lay off employees;
  4. Determine the services, supplies and equipment necessary to continue its operation and to determine the methods, schedules and standard of operation;
  5. Adopt reasonable rules, regulations and policies;
  6. Determine the number and location or relocation of its facilities including the establishment or relocation of new schools, buildings, departments, divisions or sub-divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
  7. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies;
  8. Determine the financial policies, including all accounting procedures, and all matters relating to public relations;
  9. Determine the size of management organization, its functions, authority, amount of supervision and table of organization;
  10. Determine the policy affecting the hiring of teachers;
  11. Maintain accreditation standards of the North Central Association of Colleges and Schools, and the Michigan Accreditation Program.
- B. The exercise of the powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

### ARTICLE III

#### **ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES**

- A. Pursuant to Act 379, Public Acts of 1965, the Board hereby agrees that employees of the Board shall have the right freely to organize, join and support the Association in lawful activities for the purpose of collective bargaining or negotiations, for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyments of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher by reason of his/her membership in and support of the Association.
- B. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, sex, age or marital status.
- C. A copy of any communication sent to the Board which involves the administration or the district program shall be provided the administrator involved and the Superintendent of Schools.
- D. Upon written request of the Association, the Board agrees to make available pertinent public information concerning the financial resources, statistics and records of the district and any new or modified fiscal, budgetary or tax programs, construction programs or major revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to advise the Board in writing with respect to said matters prior to their adoption and/or general publication. An Agenda shall be made available to the Association prior to the Board Meeting.
- E. At the request of either party, during the school year, the Administration shall meet with the designated Association representatives to discuss the implementation of the agreements between the Board and the Association, after discussion with building principals, and such other problems as may be of concern to either party. If the problem is not rectified, the Association shall have the right to a meeting with the Superintendent and the Board. It is fully understood that these meetings are not to be used in place of the negotiation procedures and that discussion in these meetings will not prejudice the processing of any grievance.
- F. The Association and its members, excluding all other teacher bargaining units, shall have the right to use school building facilities without charge at all reasonable hours, not to include teaching time, for meetings provided prior approval is secured from the building principal. Building facilities for recreation purposes shall be provided after permission has been given by building principals, community school director, and Superintendent. No teacher shall be prevented from wearing reasonable insignia, pins or other identification of membership in the Association.
- G. A bulletin board in each employee's lounge shall be made available to the Association and its members, excluding all other teacher bargaining units.

- H. The Association, excluding all other teacher bargaining units, may use the district mail service and teacher mail boxes for communications to teachers provided material libelous to Administration and Board shall not be permitted. Students shall not be used by teachers to pick-up or carry communications from the teacher's mail box.
- I. The Association, excluding all other teacher bargaining units, shall have the right to use school duplicating equipment for Association business when these machines are available in the employee lounge, however, the operation of all duplicating equipment located in the building offices shall be performed by office personnel. Other school equipment may be used by the Association for Association business upon securing authorization from the building principal. The Association shall pay the school for the cost of all materials and supplies used for Association business.
- J. The Association recognizes the foregoing sections are rights which shall not be abused, furthermore, if so notified of suspected abuse shall investigate and shall make their findings known to the charging party and their suggested remedy therefore.
- K. Upon approval of the Superintendent, the President, or designee, of the F.R.E.A. will be released from his/her normal teaching duties for Association business. In addition, the Association President (only) may use his/her scheduled prep time and the last fifteen minutes of the teacher day (after students have been dismissed) to conduct necessary union business at no additional expense to the district, provided there is no conflict with student-parent conferences, staff meetings, in-service meetings, department meetings or individual meetings with administrators.
- L. At the beginning of the school year, the Association shall be credited with ten (10) leave days to be used by teachers who are officers or agents of the Association, subject to the following conditions:
  - 1. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of such leave.
  - 2. Not more than two (2) teachers will be released at any one time, nor more than one (1) teacher from any one building.
  - 3. It is mutually agreed that the above item two (2) shall not apply to a grievance hearing.
  - 4. These days shall not be used for support of strikes in other districts or informational picketing.

The Association shall be able to purchase an additional ten (10) days to be used by teachers who are officers or agents of the Association. The Association will give forty-eight (48) hours advance notice and reimburse the Board for the substitutes salary. These days may be used at the Association's discretion.

If approved by the Administration, days may be used for Association business which are beneficial to the community and the school district and reimbursement shall not be required. Association business relating to community and school district shall include but be limited to community and public relations workshops and professional development conferences.

- M. Teachers when on official duty shall be expected to exercise care with respect to the safety of pupils and property.
- N. Teachers shall report those teaching conditions affecting the health and well-being of students to their building principal. The Principal, if he/she concurs, will make the adjustment to rectify the adverse conditions as soon as possible.

**ARTICLE IV**  
**MEMBERSHIP**

- A. On or before 4th Friday of each school year the Association shall notify the Board of the amount of annual dues payable by members of the Association and the lawful amount payable by non-members pursuant to Section (10)(1)(c) and (2) of the Public Employment Relations Act. The Board shall thereupon deduct such amounts in one (1) installment, or ten (10) or twenty (20) equal installments, as nearly as may be, from the paychecks of each teacher who has executed an individual contract of employment and promptly pay such amount over to the Association or its designees. Upon remitting such amounts the Board shall have no further liability or responsibility with respect thereto.
- B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a service fee to the Association which is not more than that amount of nonmember service fee permitted under the law; provided, however, that the teacher may authorize payroll deductions for such fee in the same manner as provided in the preceding section. In the event that a teacher shall not pay a service fee directly to the Association or authorize payment through payroll deductions as provided in the following provisions, the Board shall, at the written request of the Association, begin payroll deduction of the service fee.

- C. **FORM**
- On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I, \_\_\_\_\_ hereby authorize the Board of Education to deduct from my paychecks the amount of Association dues or a lawful nonmember service fee as specified by the Association.

I further understand that in the event of a dispute over payments of the amounts specified in Article IV, Section F of the Master Agreement, I must seek my remedy from the FREA. Further, it is my express understanding that this authorization for dues deduction shall be revocable only if I expressly so state in writing, a copy of which must be placed on file with the Superintendent and a copy with the Treasurer of the FREA \_\_\_\_\_.

\_\_\_\_\_  
Signature

Filed with the Board of Education on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

- D. Dues authorizations filed with the Central Office no later than the 4th Friday after beginning of the school year shall become effective with the first scheduled pay following the 4th Friday. Dues authorizations filed after the above day shall be deducted from the first ten (10) pay periods of the second semester.

- E. Dues authorizations once filed with the Central Office shall continue in effect until a revocation form in writing and signed by the teacher is filed with the Central Office and the Treasurer of the Association. It is expressly understood that the Central Office and the Board need only honor one authorization form per year, per teacher.
- F. Not more than two (2) written authorizations for each teacher for Board authorized tax sheltered annuity plan, need be honored by the Central Office subject to the provisions of paragraph E of this Article.
- G. The Flat Rock Education Association shall relieve the School District of any financial exposure due to enforcement of the agency shop provision. It is agreed that in the event a teacher is notified of his/her discontinuation of employment under Article IV of this Agreement and the teacher shall contest the same, the Association shall bind itself to pay any expenses, costs, fees, obligations, or losses of any kind which may arise in connection with any phase of said contest. Legal counsel in any contest arising under this provision shall be selected by the Association. The above shall be subject to the following conditions:
  - 1. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
  - 2. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
  - 3. The Association shall have the right to compromise or settle any claim made against the Board under this section.

**ARTICLE V**  
**TEACHING HOURS AND DUTY**

The Board and the Association shall recognize the following rights and responsibilities of teachers as it sets a schedule for the school day:

- A. Pupils School Day. In the event the school day shall have to be shortened, the schedule will be mutually agreed to by the Superintendent and FREA President:

The Intermediate and Elementary teachers' common prep time will be determined by mutual agreement of the Superintendent and FREA President.

The length of the teacher day for the teachers who are scheduled in two or more buildings shall be determined by the starting and ending time in which the teacher ends his/her day.

The length of the teacher day will be seven (7) hours and fifteen (15) minutes. The student day will not begin earlier than 7:30 AM, nor begin later than 8:45 AM in any building unless mutually agreed upon by the superintendent and FREA president.

The school psychologist and social worker will work from 8:15 to 3:30 unless they are scheduled to work in a specific building then the above language for that building will apply.

When it is deemed necessary by the superintendent, Counselors, school psychologist and social workers will be called in over the summer on a daily basis at their regular per diem rate.

- B. Staff meetings shall not exceed a total of Ninety (90) minutes beyond Teacher dismissal time per month. Each meeting will not exceed 45 minutes, and no more than two meetings will be scheduled per month. Such meetings shall not be arbitrary or capricious in nature. Meetings scheduled to address emergency situations shall not be included within this limitation. Staff members may be required to meet other professional obligations outside of the regular school day such as parental meetings or IEP's.

- C. 1. Teachers shall sign in at the principal's office five (5) minutes before classes begin and then report to their class. Sign-in procedure shall be available to teachers upon their arrival at their building.

Teachers shall be free to leave their buildings five (5) minutes after student dismissal and/or common prep time providing there is no conflict with student-parent conferences, staff meetings, in-service meetings, department meetings or individual meetings with administrators.

Upon departure at the end of the school day, teachers shall sign out at the principal's office. In the event a teacher chooses to stay beyond the required time to provide extra student instruction, prepare for the following day, check tests, etc., the sign out requirement shall be waived.

2. On Fridays and day preceding holidays, teachers are free from duty immediately after student dismissal. Teachers assigned a common preparation period at the end of the day will complete their assigned preparation period prior to leaving.
3. When conditions necessitate, a teacher may seek permission in writing from the building principal, to leave earlier than the established leaving time.
4. Records Day for the second semester will follow the following format:
  - a. Teachers will report at a scheduled "Check-Out" time with Building Administrator.
  - b. Upon completion of successful "Check-Out" teachers may leave.
- D. It is expressly understood that Schedule B duties are non-tenure supplemental extra duties above the normal workday herein before specified and are for extra pay as specified in Schedule B.
- E. All teachers shall be expected to participate in a maximum of two (2) evening programs per school year for the purpose of open-house programs or display of students' work by various departments provided their particular area is involved. Dates and times for said event shall be determined by administration and teachers shall be notified at least one month in advance.
- F. In the event evening parent-teacher conferences are scheduled, teachers shall receive comparable teaching time off. The scheduled comp time shall be mutually agreed to between the employee and administrator and shall be taken within fourteen (14) calendar days, UNLESS THE FOURTEEN (14) DAY LIMIT IS WAIVED THROUGH MUTUAL AGREEMENT OF THE SUPERINTENDENT AND FREA. Conferences shall be scheduled by mutual agreement, between the administration and staff of the building involved, with dates and times being mutually agreed upon. Principal will schedule his/her working day in accordance with the teacher conference day.
- G. All teachers shall be entitled to a duty-free uninterrupted lunch period of not less than thirty (30) minutes. There shall be no restrictions placed upon any certified teacher who wishes to voluntarily perform educational services to individual pupils during the duty-free lunch period.
- H. Building administrators shall schedule adequate teacher supervision of children leaving the school building at dismissal time, and shall schedule adequate teacher supervision as the children enter the building and classrooms.
- I. All special teachers shall be provided total preparation time equal in length to other teachers during students' day.



- J. Scheduled days of student and/or teacher attendance that are canceled because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the City, County, Township, or State Health Authorities shall be rescheduled by the School District to the extent necessary to meet the State required minimum number of days of instruction. Such rescheduling shall not affect, or otherwise require an adjustment of salary, compensation, or other benefits provided within this collective bargaining agreement.
- K. In the event school is closed by one of conditions in (J) above or by a malfunction in a school plant, the teachers involved shall be dismissed at the time the students are dismissed, unless an emergency situation requires supervision of staff for students who do not immediately leave the building.

## **ARTICLE VI**

### **TEACHING LOADS AND ASSIGNMENT**

- A. The normal weekly teaching load in the Middle School will be twenty -five (25) or thirty (30) assigned periods and in the Senior High twenty-five (25) or thirty (30) assigned periods; and in addition thereto, each teacher will be provided with five (5) preparation periods. The Board will provide a minimum of two hundred and sixty (260) minutes of conference preparation time per week for each elementary classroom teacher. A minimum of twenty-five (25) consecutive minutes shall be allocated to each teaching day. Prior to changing the teacher load in the Senior High the proposed change will be submitted to and evaluated by the Senior High School Staff and approved by the Superintendent and FREA President.

No other changes shall be made in this section without the written mutual consent of the parties.

- B. APPLICATION OF NO CHILD LEFT BEHIND ACT.

The parties agree that the collective bargaining agreement shall be consistent with the Board's obligation under the No Child Left Behind Act (NCLBA).

1. It is the responsibility of each teacher to keep the District informed of their "highly qualified" status for their current assignment and for any position(s) sought by the Teacher. Additionally, it is the responsibility of each teacher to properly and timely fill out any forms the District may require and submit verification of any tests or courses passed relevant to his/her "highly qualified" status.
2. In any segment of the collective bargaining agreement where a staff member is required to be "qualified", this term shall be interpreted to mean "highly qualified" if required under the NCLBA.

3. The District and the Association share a common interest in seeing that all members of the teaching staff who must obtain “highly qualified” status under the NCLBA do so. To facilitate that goal, the District agrees to allow teachers to satisfy any of the options for becoming “highly qualified” for his/her teaching assignment that are recognized and approved by both the United States Department of Education and the Michigan Department of Education for Flat Rock Community Schools.
4. If any actions required by the Board or District under the NCLB result in a duty to bargain under the Public Employees Relations Act, bargaining shall be initiated by the parties in a time frame sufficient to allow completion of bargaining prior to the deadlines specified in the NCLBA. In the event that any portion of the NCLBA is modified, changed or repealed, the parties agree to meet and negotiate any necessary changes to the collective bargaining agreement.
5. A teacher who is required as of the end of the 2005-06 school year to be “highly qualified” (as defined by the NCLBA and the Michigan Department of Education) for his/her teaching assignment under the NCLBA and is not “highly qualified” for his/her teaching assignment shall be issued a lay off notice. He/she shall be granted the first vacancy he/she applies for providing he/she is highly qualified and fully certified for the vacancy. Should there be no vacancy available, the teacher may exercise his/her seniority per Article VII, Section F. If there is no position for which said teacher is highly qualified and fully certified, said teacher shall be placed on lay off and shall maintain recall rights.

The District will continue to make every effort to notify employees of possible program changes that may impact assignments.

- C. Since pupils are entitled to be taught by teachers who are working within their areas of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates without their consent.
- D. Elementary students shall receive instruction in physical education, art, computers, and music, by specialists in these fields providing finances permit, as determined by the Board.
- E. The scheduling of teachers is the responsibility of the school principal. But before the schedule is developed the principal shall provide the opportunity for the staff to meet individually and collectively concerning their schedule and assignment. Individual teachers may request a conference with the principal prior to final action on their individual schedule or assignment.

- F. Prior to the close of the school year, the administration and the teachers involved at the elementary level shall group and assign children then currently enrolled for the ensuing school year. Students that are enrolled thereafter will be assigned by the administration. In the event the size of any class reaches a point that teachers feel it will have a detrimental effect of a significant nature on the education process, then the teacher(s) involved, an Association representative, the Superintendent's representative and building principal shall meet to devise a plan to relieve the problem. The Board agrees that the recommendation of the foregoing Committee will be considered in any final decision made by the Board.
- G. Each teacher shall be expected to voluntarily assume one (1) extra school responsibility of a minor nature. A list of minor duties for the ensuing school year shall be posted by each building principal by the first week of June. Teachers will volunteer on "First Come" basis by signing a posted list. Duties not volunteered for by the last day of school will be assigned by principal to those teachers who have not signed the list.
- H. Plans for meeting foreseeable emergency situations for each building shall be made by the principal and faculty. However, the building principal shall have authority to re-assign any teacher duties to meet any emergency situations during school hours for student protection.
- I. The exploration of unique organization for instruction such as team teaching or flexible scheduling shall be instituted only after mutual agreement between teachers and principal involved.
- J. Teachers will receive a tentative assignment for the next school year by the end of school year. Whenever a change in tentative assignment is necessary, the teacher will be consulted by his principal as soon as practicable or notified by certified mail. Such changes shall be voluntary to the extent possible and every effort will be made to avoid re-assignment probationary elementary school teachers to different grade levels.
- K. JOB SHARING
1. A maximum of ten (10) full-time positions for the purpose of job sharing may be made available on a yearly basis, dependent on all of the criteria listed below:
    - a. Upon recommendation of the Superintendent.
    - b. With the approval of the building principals in whose building shared positions will be located.
    - c. At the discretion of the Board.
    - d. Within the allocated staff positions for the current school year, beginning with the school year 1982-83.
  2. For the purpose of this Agreement, job sharing shall mean the occupation of a single staff position by two (2) individuals with each assignment being at least half-time. The two (2) individuals must complete an application for a shared position on a form mutually agreed upon by the Board and the Association.

3. The Board may approve shared positions to a maximum of ten (10) for the current school year dependent upon the following:
  - a. The teacher parties not filing for unemployment benefits while employed in a shared position of a voluntary nature.
  - b. The teacher partners have attained tenure in the Flat Rock Community Schools, or the teacher partners have at least two years experience, with two or more satisfactory evaluations.
  - c. When a shared position is terminated, each partner will return to the same status he/she had prior to the shared position. Return to full employment from shared time assignment will be only in accordance with Article VII.
  - d. The ability of the District to create a shared position without rescheduling large numbers of students.
  - e. Teacher partners may substitute for one another. If substitute is needed, the partner will be asked first and reimbursed at substitute pay.
  - f. The teacher partners have attained tenure in the Flat Rock Community Schools.
  - g. An agreement by the teacher partners that joint planning will be undertaken whenever they have joint responsibility for the same students. In order to accommodate this requirement, individual arrangements shall be made with the administration prior to implementation.
  - h. The Board and the Association shall work closely together on the implementation and evaluation of the shared time program.
  - i. No teacher in the District shall be involuntarily transferred in order to create shared time positions.
  - j. Job sharing assignments shall terminate at the end of each school year.
4. Shared time positions shall be compensated as follows:
  - a. Teaching salary shall be prorated to reflect the fraction of the position shared. The experience and educational step for the teacher shall be the same as he/she would be entitled to if employed on a full-time basis. This step will determine the base salary from which the salary fraction will be computed.
  - b. Seniority shall accrue to a person in a shared time position.
  - c. Sick and personal leave shall be prorated according to the fraction of the position for which the person is employed.

- d. Fringe benefits shall be determined by either #1 or #2 below:
  - 1) Fringe benefits shall be prorated to reflect the fraction of the position shared for each teacher.
    - At the High School: ½ pay for two (2) consecutive teaching periods, blocks
    - At the Intermediate: ½ pay for three (3) consecutive periods and 1 prep period
    - At the Elementary: ½ pay for teaching of ½ student day and ½ prep period.
  - 2) In the event one of the job sharing teacher parties chooses to give up their portion of health insurance (Schedule A, A&B), the other party shall receive 100 percent of the health insurance.
- f. Professional commitments, parent-teacher conference, and in-service shall be attended as part of each teacher's regular duties with no extra compensation.

- L. Teachers shall not normally be required to supervise students boarding school buses at the end of the day. However, when the building administrator(s) are unavailable due to unavoidable responsibilities associated with their position, infrequent assignments may be made.
- M. Prior to placement of a special education student in a least restrictive environment classroom, the affected teacher shall have the opportunity to confer directly with the special education teacher/consultant concerning the student and the plan for mainstreaming of said student and, when practical, to observe the student.
- N. No teacher will be required to provide services of a medical nature, or to perform duties not normally expected of a teacher, to a severely physically handicapped student, or to a student who is identified through the IEPC as medically fragile, without receiving training to provide the services. In cases where procedures such as catheterization, suctioning, etc., are necessary to maintain handicapped/medically fragile students placement in a classroom setting, when possible additional medical personnel or a trained paraprofessional shall be provided.

## ARTICLE VII

### REDUCTION OF PERSONNEL

- A. Seniority. New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act. Probationary teachers shall not have seniority.
- B. The term seniority as hereafter used shall be length of continuous service with the

Flat Rock Community Schools and shall be computed from the first day of work. Upon return from leaves of absence, seniority accrued prior to the leave shall be retained. Seniority shall not accrue while a teacher is on leave unless otherwise stated.

- C. Seniority within the school system shall be determined in priority order by using the following criteria for those people employed prior to July 1, 1996:
1. Certification as approved by the Department of Education, State of Michigan;
  2. Years of continuous employment in grades K-12. In event of equal seniority under this paragraph, the following factors will be considered.
    - a. Actual date of hire;
    - b. Experience in subject or grade level;
    - c. Evaluation ratings in the last three years;
    - d. Length of service in Flat Rock Community Schools.
  3. Any employee hired on after July 1, 1996 for a position contained within the recognition clause of the FREA contract shall have his/her seniority calculated based on length of continuous services in the Flat Rock Community Schools from the first day of work per the school calendar as provided in Section B of Article VII. This provision shall apply as it relates to "regular" assignments and not Schedule B positions. Bargaining unit members employed prior to July 1, 1996 and who held seniority positions that are based on date of hire or board action, shall not be unilaterally adjusted. These members shall continue with the same relative status and accrue seniority consistent with the contract.
  4. In the case where two or more employees have the same date of work on or after July 1, 1996, the following tie-breakers shall be used as listed below in priority order:
    - a. Date certification was approved by the appropriate governmental agency.
    - b. Lottery Drawing  

When applicable, the Superintendent and the FREA President shall schedule a lottery drawing within ten (10) working days of the date of hire of these employees. The affected employees shall be notified of the date, time, and place of the drawing and shall have the right to attend.
    - c. Once rank is established, there shall be no further adjustments of seniority dates through negotiations and/or practices of the parties except as specifically provided in Article VII.
  5. Within ten (10) working days of written notice of seniority rank, an employee may elect to challenge said replacement by providing written documentation

to the Superintendent and FREA President. If necessary, the rank shall be appropriately modified.

- D. Administrators who taught previously in the District shall be granted seniority for all their teaching experience and one-half (1/2) administrative experience.
- E. The Board shall prepare a seniority list and transmit a copy of the same to the Association on or before the 30th day of October and a supplement, listing changes during the second semester, if necessary.
- F. Necessary Reduction of Personnel - Layoff. The parties hereto, realizing that education, curriculum and staff to a large degree depend upon the economic resources available to the Board as provided by the public and the State of Michigan, student population, and in accordance with this realization understand that in some instances it may be necessary to reduce the educational program, curriculum, and staff hereby agree as follows:
  - 1. It is hereby specifically recognized that it is within the sole discretion of the Board to reduce the educational program and curriculum.
  - 2. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used.
    - a. Probationary employees will be laid off first when there is any teacher who has acquired seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.
    - b. To exercise their seniority rights on layoff, an employee must be certified/qualified to hold a remaining position.
    - c. Teachers who are laid off during a contract year shall be considered as having completed the contract year for the purposes of placement on the salary scale.
    - d. Teachers, who shall be laid off for the ensuing school year, shall be notified of said layoff if possible prior to the end of the school year.
    - e. Qualified teachers laid off shall be the first called when substitutes are needed, when possible.
    - f. Any teacher on layoff shall be allowed to continue his/her fringe benefits at the current group rate being paid by the Board by reimbursing said Board until they are recalled.
- G. Voluntary Job Saving Leave, Without Pay or Fringe Benefits. The Board may grant voluntary job saving leave, without pay for fringe benefits. Job saving leaves may be granted to eligible teachers for a period of up to one (1) year. An eligible teacher is any teacher not currently on layoff, and whose position may be filled by someone on the layoff list without involuntary transferring other personnel. Teachers shall notify the personnel office, in writing, of their intent to request a voluntary job saving leave at least thirty (30) days prior to the beginning of the next school year. The leave may be granted by the Board in the order of receipt of applications by the personnel

director.

1. A voluntary job saving leave must commence at the beginning of the following school year, and must terminate at the end of that school year, unless earlier termination is agreed to by the Board and the teacher.
  2. When teachers are granted a job saving leave, they shall retain the following employment rights held by them before such leave was granted:
    - a. The same position on the salary schedule as held when the leave was granted.
    - b. Unused sick leave, as held at the start of the leave.
    - c. Accrual of seniority.
    - d. All insurance benefits at group rates to be paid by the teacher.
  3. A teacher returning from voluntary job saving leave shall be afforded the same rights provided in Article XIII, Section A-6 and/or Article VII. In the event a voluntary job saving leave extends beyond a year and the teacher wishes to return, he/she will be afforded the same rights provided in Article XIII, Section A-6 and/or Article VII.
  4. Employees on a leave of absence must give written notice to the Superintendent of Schools by April, 1, of the year the leave expires, of their intention to return or the request of an extension of their leave is the responsibility of the individual. In the event such notice is not received, the Board has the discretion to interpret this as a resignation.
  5. Upon request by April 1, a first (1st), second (2nd), and third (3rd), extension of a voluntary job saving leave may be granted by the Board to eligible teachers as defined above in Section G.
- H. Recall. Seniority teacher shall be recalled to employment in inverse order of layoff for positions as determined by the programs offered by the Board, for which they are certified and qualified.
- I. The recall list shall be maintained by the Board. In the event that said teacher shall be employed as a teacher in another district during this period of time his/her name will automatically be dropped from the recall list unless the teacher is unable to obtain release from the contract in the other district. In such a case, the teacher's name shall remain on the recall list until he/she can be released at the end of the current school year. All rights to recall shall be relinquished by a teacher who refuses to return to a position for which they are certified and qualified.
- J. Employees who are notified by certified mail of recall and fail to respond within fourteen (14) calendar days of recall notice shall be considered as resigned.
- K. It shall be the employee's responsibility to maintain his correct address and phone



number with the Central Office.

**ARTICLE VIII**  
**TEACHING CONDITIONS**

- A. Teachers will be expected to provide care of instructional school equipment. However, they will not be required to do major repair on equipment or property. When repairs or maintenance are necessary, it will be brought to the attention of the building principal for his disposition.
- B. Under no condition shall a teacher be required to drive a school bus as part of his regular teaching assignment.
- C. The Board shall make available in each school rest room facilities exclusively for employee use. At least one room shall be provided with the following: ventilation; heating; lighting. The latter room shall be reserved for use as an employee lounge. The lounge shall be furnished with furnishing comparable to office furnishings which will be replaced when clearly worn out and no longer usable. Each School Building shall include a work area with a copier and access to a computer to be used for school business. The Board shall be responsible for reasonable repair and maintenance of the copier and computer which arises from normal wear and tear.
- D. Permanent telephone facilities which will accord teacher privacy will be made available to teachers in all buildings for school business. All long distance calls shall be recorded at the time that the call is made. Any calls not recorded shall be billed to the teacher's home phone. Those long distance calls which are personal shall be at the teacher's expense.
- E. Appliances (hot plates, microwaves, etc.) may be procured by the Association, upon receiving the approval of the building administrator, installed and maintained by the Association in the area of the employee lounge and the proceeds of such machines are to be used by the Association.
- F. Parking facilities shall be made available to all teachers, and reasonably maintained.
- G. Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support.
- H. Teachers recognize their responsibility for the maintenance of discipline within the classroom. When the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom a cause of disruption of the educational process of the entire class, a teacher may dismiss a student from a classroom to the principal's office with written notice of the offense. Return of said student shall be contingent upon the following paragraph:

The building principal will take whatever steps he/she considers necessary to resolve the problem. Should his/her decision include the re-admittance of the student to class, the teacher will be notified of the conditions under which re-admittance is granted. If conditions of re-admittance are violated, the teacher and building principal will discuss said violation and the principal shall determine action to

be taken. Parties affected shall be notified of said action.

- I. Any case of assault upon a teacher shall be promptly reported to the building principal. The Board shall provide legal counsel to advise a teacher of his/her rights and obligations with respect to such assault or any other action pursuant to prescribed rules and regulations of the Board or administrative staff. Legal counsel shall render assistance to the teacher in connection with the defense of the incident provided the teacher has not acted contrary to Board policy.
- J. Teachers who are involved in court cases relating to disciplinary action taken by the teacher against the student or other action pursuant to prescribed rules and regulations of the Board or administrative staff will not be charged for time off in connection with said court case, unless the teacher has not acted within the scope of Board or administrative policy.
- K. No action against a teacher shall be taken on the basis of a complaint by a parent or student, nor any notice thereof shall be included in the teacher's personnel file until the matter is first reported to the teacher in writing. The teacher shall have the right to answer any material filed under the above and his/her answer be attached to the complaint.

## **ARTICLE IX**

### **VACANCIES AND TRANSFERS**

- A. A vacancy is defined as a position currently unoccupied that has not been assigned and cannot be filled by a teacher returning from leave or a laid-off tenured teacher because they lack certification and qualification.

When vacancies or new positions occur during the regular school year, the superintendent shall make a general announcement of the vacancy throughout the school system by posting position qualifications in all buildings. Such vacancy shall have been posted in a designated area within all buildings for a minimum of five (5) school days prior to filling the position. Between the end of the school year and August 15th of the next school term the Superintendent shall notify all teachers certified for the position by email of all vacancies and post in Administration Building. Such vacancy notices shall have been emailed two weeks prior to the filling of said position.

- B. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, one copy of which shall be filed with the principal(s), the Superintendent, and one copy shall be filed with the Association. The application shall set forth the school, grade or position sought. Such requests shall be renewed once each year to assure active consideration by the Board.

- C. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The Superintendent and/or principal shall notify the affected teacher in writing and the Association in writing of the reasons for such transfer. Such notification shall take place at least ten (10) school days prior to the scheduled transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure. An involuntary transferred teacher shall have the right to: (1) return to his/her former grade or position when a vacancy occurs in that position; (2) request a transfer at the time of the involuntary transfer. Such transfer request shall indicate the position desired, i.e. Barnes sixth grade, high school math. No more than three positions may be listed.

When a vacancy occurs in the position indicated for which he/she is certified the requested shall be honored. Once a teacher exercises the preceding right or refuses either option, he/she shall no longer be considered an involuntarily transferred teacher.

In addition to the provisions above, if the location of work of a teacher is changed from one building to another, notification shall take place at least fifteen (15) school days prior to said change, said teacher shall be given one (1) school day (released from students) to set up his/her room. If less than fifteen (15) school days notice is given, the teacher shall be granted two (2) days (released from students) to set up his/her room.

- D. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent in his/her reasonable judgment so determines, such a vacancy may be filled on a temporary basis until the end of the current semester at which time the position will be considered vacant. The Board, however, agrees that every effort shall be made to fill positions within the bargaining unit from within the system providing the staff member's qualifications are equal or superior to outside applicants.
- E. Any teacher who shall be transferred to an administrative or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.

## **ARTICLE X**

### **ILLNESS AND INJURY**

- A. Teachers in this district are covered by the Workers' Compensation Act. In the event a teacher is awarded compensation under said Act, the Board agrees, at the request of the teacher or his/her designee, to pay the difference between said award and the net pay for a period of fifty (50) school days. After that period of time, the teacher will be compensated to the extent of the net dollar amount of accumulated sick leave that the teacher has available at the time of the alleged injury. The net dollar amount of difference paid between the award and sick leave will be paid to the teacher until such time as dollar amount per week of sick leave is exhausted. Thereafter the teacher shall be entitled only to payment under the Workers' Compensation.

- B. Should the employer's fifty (50) day contribution or the supplemental payment of accrued sick days be found to be subject to the coordination requirements of the Worker's Compensation Act such that the amount of Worker's Compensation benefit is reduced, the teacher shall not be allowed the use of sick leave and shall receive only the Worker's Compensation benefit provided by the statute.
- C. A teacher absent from work because of the following contractible childhood diseases; measles, chicken pox, small pox, whooping cough, mumps, fifth disease, and scarlet fever shall suffer no diminution of compensation and shall not be charged with loss of personal sick leave. A teacher absent from work because of conjunctivitis (pink eye) or scabies following a reported student outbreak, shall be granted a maximum of two days not charged against personal sick leave. If a teacher is diagnosed by the nurse as having lice, one-half (1/2) day shall be granted not chargeable against personal sick leave.

## ARTICLE XI

### LEAVE OF ABSENCE WITH PAY

- A. **Sick Leave.** All regular full-time teachers of the Flat Rock Community Schools shall be allowed a definite number of days in each fiscal year during which they may be absent for sick leave without loss of pay. All absences for sick leave with pay shall be considered as follows:
  - 1. Teachers shall be granted eleven (11) sick leave absence per year.
  - 2. Unused portions of the allowable days of absence each year shall accumulate without limitations from year to year.
  - 3. The Board shall have the right of verification of sick leave in suspected cases of abuse. Any questions of a teacher regarding such verification of sickness shall be in the presence of the Association building representative.
  - 4. In the case of disabilities which are known in advance to the teacher such as pregnancy and non-emergency surgery, the teacher shall provide thirty (30) days notification of the expected beginning of their anticipated absence and notification of the approximate length of their absence for disability purposes.
  - 5. The Board of Education agrees to establish a sick leave bank designed to provide teachers with additional income protection in case of major sickness or illness (while on unpaid leave a teacher may not qualify for sick bank days). The Board agrees to provide two (2) days to the sick bank per year per teacher employed in the District. These days per year non-accumulative may be distributed by the F.R.E.A. among one or more teachers.
  - 6. Conditions:
    - a. Written application made to F.R.E.A. by teacher or designee.
    - b. Teacher applicants must have exhausted all personal sick leave

days.

- c. In the event a teacher does not have at least thirty (30) sick days accumulated to exhaust prior to application for bank days, a total of thirty (30) days of absence must have elapsed before sick bank days may be used.
- d. Teacher applicants must provide a Doctor's statement of disability.
- e. Teacher applicants accepted by the F.R.E.A. to use sick bank days will be granted an initial number of days not to exceed twenty-five (25). After expiration of the initial number of days, said teacher may re-apply to the F.R.E.A. in writing for additional days also not to exceed twenty-five (25).
- f. There shall be a maximum grant of fifty (50) days for any one teacher per school year.

**B. Illness in Immediate Family.** The immediate family shall be defined as follows:

Father	Son	Father-in-Law	Brother-in-Law
Mother	Daughter	Mother-in-Law	Sister-in-Law
Husband	Brother	Grandfather	Daughter-in-Law
Wife	Sister	Grandmother	Son-in-Law
			Grandchild

The following special provisions shall apply to absence because of illness in the immediate family:

- 1. Absence shall be considered as necessary only when no other arrangements for the care are possible.
- 2. The "necessary care" must be such as would be prescribed by a physician or required by incompetency of the relative requiring care.
- 3. In all cases "other arrangements" are considered possible after the emergency.
- 4. Absence caused by exposure to contagious disease in the immediate family where the employee, though not ill him/herself, is required to be absent from work shall be chargeable against accumulated days of sick leave.
- 5. Absences will also be allowed when consistent with the Family Medical Leave Act.

**C. Personal Business Leave.** Three days per year shall be provided each regular teacher as leave for personal business, and if not used will be transferred to sick leave accumulation.

- 1. It is agreed that personal leave days are provided for the number of legitimate business, professional, and family obligations a teacher regularly incurs and which cannot be met outside the regular school day.



2. Notification of intent to be absent for personal business shall be given the principal at the earliest possible time, preferably forty-eight (48) hours in advance. However, teachers are not required to give specific reasons for use of personal leave days.
  3. Teachers who are scheduled in more than one building shall notify both principals.
  4. The day before and the day after a holiday or scheduled day off are not allowable except in an emergency.
  5. Absence for personal business is not accumulative.
  6. Court appearance in any case connected with the teacher's employment or the school, shall not be counted as a personal business day nor charged against accumulated sick leave.
  7. The F.R.E.A. agrees when requested by the Administration to assist in the investigation of any alleged abuse of personal business days.
  8. Failure to comply properly with any of the above regulations may result in full loss of pay.
- D. **Jury Duty.** A teacher who received a jury duty interview and appearance notice must notify the Personnel Office within three (3) school days of such notice. To be eligible for jury duty pay differential, the teacher must furnish the employer with a written statement from the appropriate public official listing the amount and dates he/she received pay for jury duty. Any monies received shall be forwarded to the Board Office in order to receive full salary for the days served on duty.
- E. **Court Appearance.**
1. Court appearance in any case connected with the teacher's employment or the school shall not be counted as a personal business day except in case where teacher is a litigant against the school and loses the case.
  2. If subpoenaed to give testimony before any judicial or administrative tribunal, teacher shall be compensated as in D above, and shall not have personal business days deducted. This excludes action of a civil nature, where either teacher or spouse is the litigant.
- F. **Bereavement.**
1. Absence due to death of a member of the immediate family, as defined in Article XII, Section B, shall not be charged to allowable days of sick leave for the first three (3) consecutive scheduled working days. Days in excess of three (3) days shall be chargeable to allowable days of sick leave.
  2. An employee may use two (2) sick day(s) per death to attend the funeral for bereavement purposes of for an individual not listed in Section F(1) In case attendance is needed at a funeral of more than fifty miles away from the employee's residence, three (3) days may be utilized.



- G. The Board agrees to grant to a teacher who is the grievant processing a grievance at the arbitration level, time off to attend such arbitration hearing without loss of pay. An Association representative may attend the arbitration and the Association agrees to pay this representative's substitute. In case of a group grievance the Association agrees to send not more than two (2) representatives.

## ARTICLE XII

### LEAVES OF ABSENCE WITH OR WITHOUT PAY

- A. **General.** It shall be the policy of the Board to grant unpaid or paid leaves of absence, subject to the following conditions:
1. Any leave of absence not specifically covered by this contract shall be granted at the discretion of the Board.
  2. All paid or unpaid leaves of absence shall be arranged for in advance except in cases of emergency.
  3. No extension of a leave of absence, or a second leave of absence, shall be granted except upon the recommendation of the Superintendent.
  4. A teacher on a paid or unpaid leave of absence shall retain the following employment rights:
    - a. The same position on the salary schedule as at time of leaving. However, provided agreement is reached by the Superintendent and teacher that the leave of absence is in the best interest of both parties, then said teacher shall be granted a one (1) year experience credit on the salary schedule.
    - b. All unused sick leave held by him/her prior to start of leave of absence.
    - c. Teachers may accrue up to a maximum of one year of seniority during their employment with the district for unpaid leave time. This seniority shall not apply toward experience on the salary schedule.
    - d. Teachers shall maintain tenure status, and may at their own expense retain all insurance.
  5. A teacher on paid or unpaid leave of absence must give written notice to the Superintendent by April 1 of the year the leave expires of his/her intention to return or resign. Failure to furnish notice may, at the discretion of the Board, constitute resignation.
  6. Upon expiration of the teacher's leave of absence the teacher shall be restored to active employee status, available for assignment according to the teacher's seniority, certification and qualifications and subject to the provisions of this Agreement regarding assignment and reduction in

personnel.

7. **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.

B. **Child Care Leave.**

1. Unpaid Child Care Leave of one (1) year shall be granted to a member of the Association upon written request for the primary care of an infant child (0-2 years).
2. The leave will commence at a time determined by the employee and employer, provided that such date shall be at least thirty (30) days following the written request. Such request will indicate the termination date of the leave. In cases of emergency the thirty (30) day notice may be waived and the time determination shall be at the employee's discretion based upon the specifics of the emergency.
3. Said teacher shall maintain tenure status, and accumulated allowable leave days. The Board agrees to provide Health Insurance for the first twelve (12) weeks of leave. Thereafter the teacher may retain Health Insurance at their own expense except teachers whose child care leave commences during the second semester and ends the following September, shall be reimbursed by the Board of Education for the cost of health insurance paid by the teacher during the summer, when school is not in session, if the teacher returns in September.
4. Upon return from child care leave of absence lasting for twelve (12) weeks or less or until the end of the semester in which the leave began the teacher shall be re-employed in the position last held. Should the teacher request longer than a twelve week leave of absence her/his return shall be in compliance with Section A, 6 of this Article.
5. The above leave may be extended for additional years upon written application by the teacher with approval of the Board.

- C. **Child Adoption Leave.** A teacher adopting a child shall receive similar leave as maternity which shall commence upon the entry of an order by the Probate Court awarding custody to the adoptive parent. The above leave may be extended for additional years upon written application by the teacher with the approval of the Board.

- D. **Medical Leave - Physical or Mental Disability.** The controlling Board upon written request of a teacher may grant leave of absence for a period not to exceed three (3) years upon certification of disability by a physician subject to renewal at the will of the Board. In the event the teacher's pregnancy disability (as verified by the teacher's physician) extends beyond their sick leave allowance, including sick bank privileges, then the teacher shall be granted one year unpaid leave of absence beyond the exhaustion of paid leave.
- E. **Sabbatical Leave.** Sabbatical leave may be granted in accordance with Section 1235 of the School Code of 1976, as amended. Eligibility for sabbatical leave of absence shall require a minimum of three (3) years continuous employment by the Board immediately prior to such leave of absence.

In order to apply for sabbatical leave, the teacher must submit to the Superintendent in writing an application which will state the purpose, specific plans and the program to be pursued and how it will assist the school system and the teacher's students to grant such a leave. All applications must be filed no later than April 1 to be considered for the next succeeding school year. The Superintendent will ordinarily approve applications in order of their submission dates; however, he/she may deviate from this if, in his/her judgment, it would work a hardship upon the system. If the sabbatical leave is granted, the teacher must upon return from the sabbatical leave, submit to the Board in writing, a synopsis of the program he/she pursued and the proof of the work accomplished. If the Board shall grant the application for sabbatical leave, the teacher will be eligible to receive one-half (1/2) salary during said sabbatical leave provided that teacher shall execute a promissory note in favor of the Board for the amount equal to one-half (1/2) of the salary received during the sabbatical leave period. It is understood that this promissory note may be paid off by return to the school system for a period of three (3) years, in lieu of a cash repayment. As the teacher serves three (3) years, the amount of the promissory note will be reduced by one-third (1/3) for each school year of service rendered upon return from the leave. During the period of the leave of absence the Board will pay health insurance premiums and forward to the Michigan Public School Employees' Retirement Fund the necessary contribution to properly maintain the teacher's retirement status. Teachers may at their own expense retain dental and life insurance. The teacher shall be responsible to notify the business office of the place where payroll checks will be forwarded while he/she is on said leave. Checks will be mailed to that address on or before the regular pay days. Upon return from sabbatical leave, the teacher shall be advanced on the salary schedule as though he/she had been employed in the district during the period of the leave and shall be restored to his/her former position if possible, or to a position of comparable status and seniority. It is expressly understood that the teacher shall maintain tenure, accumulated leave days and all other accrued benefits provided under this Agreement, except that sick leave provisions and bereavement leave provisions and personal business day provisions shall not apply during the period of the leave of absence.

- F. **Military Leave.** If a national guard or reserve encampment should occur during the school year, the teacher required to participate shall be granted a temporary leave of absence. The teacher will receive his/her regular salary, minus that which he/she shall receive from the government for each school day spent in government service,

during the encampment. It is expressly understood that this provision shall apply only to training encampments that do not exceed a period of three (3) weeks. Applications may be made to the Board for differential pay that exceed three (3) weeks in cases of emergency.

**ARTICLE XIII**  
**REPORTING ABSENCE FROM SCHOOL**

A. When it is necessary for teachers to be absent from school, the absence shall be reported as follows:

1. Anticipated absence shall be reported through the sub finder no later than 6:00 a.m. for all teachers. Anticipated absences shall be reported for each subsequent day except in the event of an extended absence as explained in Section B.

Unexpected absences, where it is not possible to meet the 6:00 a.m. deadline, shall be reported through the sub finder as soon as possible.

B. If an extended absence is anticipated the teacher shall so state at the initial report or indicate that prior arrangements for the extended absence have been made with the building principal. The teacher shall report the date of intention to return during the school day of the day prior to date of intended return in order that the substitute may be notified, prior to leaving school that day, if possible.

C. Teachers failing to comply with the provisions as stated in this Article shall choose either:

1. Forfeit wages equal to full substitute pay, and the teacher shall remain on the job.
2. May forfeit full substitute pay and one (1) sick day and return home.

**ARTICLE XIV**  
**GRIEVANCE PROCEDURE**

- A. A grievance is a claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of the Agreement. The following matters shall not be the basis of any grievance filed under the procedure outline in this Article:
1. The failure to re-employ any probationary teacher.
  2. The termination of services or failure to re-employ any teacher to a position of the extra-curricular schedule.
  3. Any non-procedural matter involving teacher evaluation.
  4. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

- B. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant.
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. It shall cite the section or subsections of this contract alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth. All of the above information is requested by the present grievance form, attached as Schedule D of this contract.

- C. The Association may initiate a grievance at the Superintendent level where grievance involves more than one building and it must be filed within fifteen (15) working days of its alleged occurrence.
- D. **Level One.** A teacher believing him/herself wronged by an alleged violation of the express provisions of this contract shall within ten (10) school days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same. It is understood that the time limit shall not commence if the grievant could not have reasonably discovered the existence of the grievance.

If no resolution is obtained, the teacher shall reduce the grievance to writing and within five (5) days of said discussion proceed to Level Two.

**Level Two.** If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made in Level One, the grievance shall be transmitted to the Superintendent within five (5) school days. The Superintendent or his/her designee shall meet with the Association concerning the grievance within five (5) school days and shall indicate his/her disposition thereof in writing within three (3) school days of such meeting and shall furnish a copy thereof to the Association.

**Level Three.** If the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made (as specified in Level Two) the grievance shall be transmitted within five (5) school days to the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session or give such other consideration as it shall deem appropriate. When time is of the essence, the Board shall begin the prescribed procedures no later than two calendar weeks following the transmittal of the grievance to them. Disposition of the grievance in writing by the Board shall be no later than seven (7) school days thereafter. A copy of such disposition shall be furnished to the Association.

**Level Four.** If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance within ten (10) school days may be submitted to arbitration. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) school days or not less than three (3) work days during the vacation period prior to the hearing a pre-hearing statement alleging facts, grounds, and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, nor shall he/she entertain or make any award on any grievance relative to changes in salary schedules, Board rules, regulations, and policies. Both parties agree to be bound by the award of the arbitrator. If the grievance has not been properly submitted for arbitration within the ten (10) school days, the grievance response at Level Three shall be final and binding.

- E. The fees and expenses of the arbitrator shall be shared equally by the parties.
- F. The time limits provided in this Article shall be strictly observed. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the Board (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment) all further proceedings on a previously instituted grievance shall be barred. Any extension of the time limits must be in writing and signed by both parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any part, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

- G. If an individual teacher has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure.

## ARTICLE XV

### TEACHER EVALUATION AND DISCIPLINE

- A. Evaluation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of mechanical devices for self-evaluation shall be used only with the teacher's permission.
- B. In order to implement requirements under the School Code (Section 1526) and the Michigan Teacher Tenure Act regarding the establishment of a mentor teacher program, the Flat Rock Community Schools Board of Education and the Flat Rock Education Association do hereby agree to the following:
  - 1. A mentor teacher program shall be established within thirty (30) calendar days of ratification by the parties of this Agreement.
  - 2. The mentor teacher shall be:
    - a. A volunteer tenure teacher.
    - b. Selected in accordance with Article IX, Vacancies and Transfers, of the Agreement. However, the provision of Article IX, Section D, regarding the right of the Superintendent to fill, on a temporary basis, mentor teacher positions with a non-bargaining unit employee shall not be applicable.
    - c. Compensated on Schedule B at the Category VI level. For the 1994-95 school year that amount shall be pro-rated based on initial start date.
    - d. Given up to twenty-five (25) hours of release time per year to work directly with the probationary teacher mentee.
    - e. Given a list of responsibilities that will be developed by a committee consisting of the Superintendent-designee, one elementary principal, one secondary principal, and three (3) FREA representatives. If the Committee is unable to reach an agreement, the provisions of Article II, Board Rights and Responsibilities, shall apply.
    - f. Excluded from any evaluation procedure, grievance procedure, or administrative hearing regarding the probationary teacher mentee's instructional performance.
    - g. Assigned for the probationary period of the mentee not to exceed three (3) years. However, the mentor may resign at the end of any year.



- h. Assigned up to two (2) mentees at a time, provided all parties are in the same base building. However, a mentor may agree to an assignment of up to two (2) mentees who are in different base buildings upon mutual agreement of the Superintendent-designee and the President of the Flat Rock Education Association.

3. The probationary teacher mentee shall be:

- a. Excluded from any evaluation procedure, grievance procedure, or administrative hearing regarding the mentor's instructional performance.
- b. Allowed to request a change in mentor after one (1) year.
- c. Provided with a minimum of fifteen (15) days of professional development instruction during his/her first three (3) years of classroom teaching.

C. **PROBATIONARY TEACHERS AND TENURED TEACHERS WITH IDENTIFIED AREAS OF CONCERN** shall receive and Individual Development Plan (IDP) each year. All Individualized Development Plans shall be done by the appropriate administrative personnel in consultation with the individual teacher.

**Teacher Evaluation Plan (TEP)**

A teacher on the Teacher Evaluation Plan will be observed at least once each semester by their administrator. A final annual year end evaluation shall be based on, but not limited to, at least two (2) formal classroom observations held at least (60) days apart. Formal evaluations of shorter intervals between the two (2) said classroom observations may occur by mutual agreement of the teacher and administrator. A pre-observation conference shall be held within (10) school days prior to the observation for pre-evaluation purposes. At this time a pre-observation form will be completed by both parties. If more than ten (10) school days elapse, another pre-observation conference will be held. Within ten (10) school days of the post-observation, a post-observation form shall be completed and signed by the administrator and the teacher. All evaluations shall be based on valid criteria for evaluating professional performance and growth as jointly determined by the Board and the Association.

**TENURED TEACHERS** will be evaluated at least once every three (3) years by their administrators. A satisfactory tenured teacher may select one of two evaluation instruments. He/she may elect the Performance Assessment Plan (PAP) or the Professional Enhancement Plan (PEP).

**Performance Assessment Plan (PAP)**

This plan is designed to serve as a vehicle for the purpose of evaluating teacher performance. It has value only to the extent that it facilitate or serves individual professional growth. There are three parts to the Performance Assessment Plan: (1) The Pre-Observation Conference, (2) The Observation, and (3) The Final Conference.

**Professional Enhancement Plan (PEP)**

The Professional Enhancement Plan allows a teacher or teachers to select a specific area of interest to develop. There are three basic parts to the Professional Enhancement Plan: (1) Establishing the Goals and Building the Plan, (2) The Observation and Conference, and (3) The Appraisal.

NOTE: For all of the above evaluation plans, in the event that the teacher feels the evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report and placed in their personnel file.

All probationary teachers shall receive an individual development plan each year. Tenured teachers who have been evaluated as unsatisfactory shall receive an individualized development plan. All individualized development plans shall be done by the appropriate administrative personnel in conjunction with the individual teacher.

A separate evaluation instrument shall be used for counselors, psychologist and social worker. This instrument shall be jointly developed by the Board and the Association and be reflective of their respective responsibilities.

- D. No later than April 1st of each probationary year the final written evaluation report will be furnished the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent.
- E. The School psychologist and social worker shall not be considered probationary after one year of satisfactory service.
- F. The building principal is responsible for all written evaluations of all staff members assigned to his/her building where responsibilities shall include:
  - 1. Orienting all staff members to the evaluative procedures and instruments during the first five (5) weeks of each school year.
  - 2. Compiling observations made from time to time and discussing such observations with the staff members.
  - 3. Assuring a conference between the staff member and the principal for purposes of discussing each item included in the observation record and evaluation report.
  - 4. Providing definite, positive assistance in rectifying professional difficulties indicated by the evaluation report.

Privileged information such as confidential credentials, reports and related personnel references normally sought at the time of employment are specifically exempted for the safekeeping of these files, which the parties acknowledge are the property of the school district and not to be removed from the office of the administrator. In this review, the teacher may be accompanied by a representative of the Association.

- G. No teacher shall be disciplined or reprimanded without just cause. Any discipline or reprimand shall be subject to the grievance procedure as set forth in this contract.

- H. Every teacher shall have the right to have all interviews and conferences which may result in disciplinary action against the teacher or in which the teacher is being accused of or complained against for deficiencies in their teaching duties, in private if he/she chooses, in the company of a representative of the Association. If an Association Representative is requested, then said conferences shall not proceed until a representative is present. Upon notification of the request the Association Representative shall promptly attend the conference, which shall be held within twenty-four (24) hours if possible but by no means later than five (5) school days after the occurrence of the event. These time limits may be extended by mutual agreement between the Administration and the Association Representative.
- I. Every staff member shall have the right to examine in the presence of the person responsible for the files, the contents of his/her personnel files, provided that the Administration shall have the opportunity to withdraw all confidential placement credential recommendations received prior to his/her appointment.
- J. A teacher shall examine and receive a copy of all materials of an evaluative nature prior to being placed in his/her personnel file. Additional copies of said material may be obtained by said teacher if requested, at teacher's and/or Association's expense. Only material of which the staff member has signed a copy shall be used in any proceedings against said person. Said signature shall only indicate knowledge of material and not agreement with said material.

## **ARTICLE XVI**

### **CURRICULUM ADVISORY COUNCIL**

A curriculum Advisory Council shall be established to serve as a coordinating and planning group for curriculum and in-service concerns.

- A. This council shall be a representative of the professional staff and community and shall consist of:
  - 1. Two (2) teachers from each elementary school, two (2) teachers from the middle school, and two (2) teachers from the high school.
  - 2. A principal from each building.
  - 3. Two (2) F.R.E.A. representatives.
  - 4. No more than three (3) Board members may be appointed to the committee.
  - 5. Maximum of three central office administrators.
  - 6. Three community members mutually agreed to by the F.R.E.A. and Board.
  - 7. Curriculum Council Coordinator or curriculum director.
  - 8. All department chairs
- B. This Council will meet on a need basis monthly beginning in October and ending in May to discuss and study subjects relating to curriculum, and in-service unless otherwise mutually agreed upon. The minutes of the meeting shall be distributed to all staff members and the Administration.

- C. Suggested studies by sub-committees shall include, but not be limited to curriculum development:
1. Teaching materials and aids.
  2. Teaching methods and procedures.
  3. Textbook selections.
  4. Innovative programs.
- D. Any individual teacher, if he/she is the only teacher in a department, or group of teachers representing grade level or department may submit requests for study, as outlined in Section C. The Advisory Council shall consider these requests after study, and if approved, forward to the principal of the building, in writing. Replacements will be handled by the principal in priority order. All other requests will be presented to the Board for the final decision. Any decisions of either party will be forwarded to the Association.
- E. The parties agree that the Advisory Council and the sub-committee serve in advisory capacity only, and that the failure of the Board to place any of its recommendations in effect shall not constitute the basis for a grievance.
- F. The curriculum advisory council shall have the right to present its recommendations to the Board provided that a written copy of said recommendations must be presented to the Superintendent not less than ten (10) working days prior to the Board meeting.

## ARTICLE XVII

### MISCELLANEOUS PROVISIONS RELATING TO INSTRUCTION

- A. In the interest of up-grading the instructional program and to help teachers keep abreast in their field, paid professional leave days may be used by the teacher, after prior arrangements have been made with the principal and approval granted by the Superintendent for visiting another school system, attending professional meetings or conferences related to his/her teaching position, but excluding Association business meetings. Reasonable travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of a substitute teacher needed to relieve the participant. The teacher shall, prior to attending such conference, meeting or visitation, submit an estimate of cost to the building principal for his/her prior approval. Following such conference, meeting or visitation, the teacher shall submit to the principal a brief summary report of not more than one page detailing the information received.
- B. The preparation period shall be utilized by teachers to grade papers, prepare lesson plans and units, consult with students, read professional magazines and articles and improve professional standards, etc.
1. During the preparation period the teacher will avail him/herself to his/her students for guidance or direction. When teachers agree, a student may be withdrawn from a scheduled class.
  2. Teachers shall be available for conferences.
  3. During this preparation period the teacher will be on the premises and available at all times except by prior permission of the principal.
  4. To provide for lack of substitutes, and pursuant to Article XXIII, D., the building principal shall have the right to assign classroom duties to a teacher during their preparation period.
- C. Teachers will submit in priority order a requisition for teaching supplies and textbooks, etc., when requested by the building principal. Whenever it becomes necessary to reduce requests for teaching supplies, the Central Administration will inform the affected administrators as soon as the preliminary budget has been established. After consulting with the teachers in his/her building, each administrator will re-submit his/her recommendations, by priority order, to the Central Administration. The fulfillment of these requests in priority order shall be adhered to as finances permit for the budget year in question.
- D. In keeping with the Board's practice of providing in-service training for bargaining unit members, the calendar shall reflect a minimum of two (2) half days (one each semester) for workshops for teacher in-service programs. The topics of these sessions shall be derived after a survey of teachers has been conducted. The topics offered shall then be determined by the Superintendent after consideration has been given to recommendations of the curriculum advisory council.

**ARTICLE XVIII**  
**STUDENT MANAGEMENT**

- A. That the management of students before, during, and after the school day is an integral part of every teacher's duty and, therefore, teachers agree to promote conditions inside and outside of school which are conducive to self discipline and good citizenship.
  - 1. Before school, during passing of students between classes, and at dismissal, teachers shall station themselves in the vicinity of their classroom door to regulate student traffic and behavior.
  - 2. That teachers in the elementary schools agree that recess is a necessary part of the educational program for this age group and will be readily on hand to protect the safety of all children at all recess duties that are assigned in a reasonable and non-discriminatory manner.
  - 3. That teachers agree not to leave their class without some arrangement being made for adult supervision.
- B. Teachers shall refrain from discussing contract/negotiation issues with their students.
- C. If an assembly or other activity is scheduled during a teacher's preparation period, the teacher shall not forfeit his/her preparation period.
- D. If a teacher's class is involved in an assembly or program, the teacher will be there to help supervise. Seating arrangements are to be distributed by the principal and teachers are required to sit with their students.
- E. Before there can be a positive learning climate in the classroom, there must be effective organization and instruction on the part of the teacher with reasonable support from the administration. A reasonable and consistent discipline policy shall be established within each school and shall be reviewed with the building staff at the initial staff meeting each year.

The student discipline policy shall incorporate the following precepts:

- 1. Student management is primarily a teacher's responsibility.
- 2. Student referral to the principal for discipline will be in accordance with the building procedure for student discipline.
- 3. Parents should be involved when appropriate.
- 4. In general, teachers should not send a student to the office without a written referral.

It shall be the joint responsibility of the Administration and teacher to develop techniques and materials to handle discipline problems in the classroom if the teacher requires assistance.

Whenever the teacher and principal agree that a discipline problem appears to require the attention of special counselors, social worker, law enforcement personnel, physicians or other available professional persons, the administration will take steps to assist the teacher with respect to such problems.

## **ARTICLE XIX**

### **MISCELLANEOUS PROVISIONS**

- A. If any provision of this Agreement or any application of the Agreement to any employee or group of employees or the Board shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect.
- B. 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.
- C. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers, by the Board, now employed or hereafter employed by the Board. Thirty (30) additional copies shall be given the Association.
- D. The continuing contract of any professional employee who has reached the permissible age by law for mandatory retirement shall be canceled on the last day of the contract year. Such employee may apply for employment on a year to year basis subject to annual approval by the Board.
- E. Any and all listening devices (i.e. intercommunications systems) that shall be installed hereafter, shall be equipped with a sounding device (i.e. three second beeper) so that teacher may be made aware when such a device is in operation in his/her respective room.
- F. It is agreed that any modifications of this Agreement shall be made only with the consent of both parties; the party shall be obligated to bargain collectively with the other with respect to any subject or matter not specifically referred to or covered herein, even though the same may not have been within the knowledge or contemplation of either party at the time of negotiation of this Agreement.

**ARTICLE XX**  
**NEGOTIATION PROCEDURES**

- A. Anytime after March 31st of the calendar year in which this Agreement expires either party may make a request to begin negotiations upon a successor agreement. Not later than thirty (30) days following written notification of the request by one party upon the other, the initial meeting shall take place. This shall not prohibit the parties from mutually agreeing to enter into negotiations prior to March 31st.
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party from within or outside the school district. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- C. It is recognized that no final agreement between the parties may be executed without ratification by the Board and by the Association.
- D. In order that students may obtain the full benefits of their instruction, it is agreed that all negotiations on behalf of the Association with any representation of the Board should take place after regular school hours.
- E. The minutes of each meeting will be kept by the respective sides for their own files.
- F. Articles negotiated will be "pending tentative agreement" at each session, and at the beginning of the next negotiation session these Articles will have been typed and reviewed by both parties before "tentative agreement" is reached. If these Articles are acceptable, both Chief Negotiators will sign two (2) copies, one (1) for the Board and one (1) for the Association.
- G. Before each negotiation session officially adjourns, the agenda, time and place for the next session shall be mutually agreed upon by the Chief Negotiators.
- H. In order to create the best educational environment possible and to build trust, understanding and communication, the Board and the FREA agree to establish a labor/management committee. This committee shall be called "Partners In Education" (or the PIE Committee), and shall be active only if both the superintendent and FREA president agree in writing.

Participants shall include the FREA Negotiations Team, the FREA President, the Superintendent or designee, The Business Manager, no more than two Building Principals, the Board's Legal Representative (at superintendent's discretion), and the MEA Uniserv Director assigned to the FREA. This committee shall meet at least once a month, when possible, and deal with issues of mutual interest, any items impacting the contract must be subject to the appropriate procedures of each party.



**ARTICLE XXI**  
**NO STRIKE CLAUSE**

The Association and the teachers agree that during the term of this Agreement, they will not authorize, instigate, participate in, encourage or support any cessation or interruption of professional services (i.e., the concerted failure to report for duty, or willful absence of a teacher from his/her position, or stoppage of work, or abstinence, in whole or part, from the full, faithful and proper performance of the teachers' duties of employment by any teacher or group of teachers) and pledge themselves to the purpose of insuring continuation of the educational program.

**ARTICLE XXII**  
**PROFESSIONAL COMPENSATION**

- A. The salaries and supplemental Schedule B stipends of teacher covered by this Agreement are set forth in Schedules "A" and "B" which are attached to and incorporated in this Agreement.
- B. Outside teaching experience in schools of approved standing may be granted at full credit. This provision shall not be retroactive prior to the date of this contract.
- C. Salary adjustments for advanced training will be made twice each year at the beginning of each semester (pro-rated for second semester) for training completed prior to either date at a state accredited college or university. It shall be the responsibility of the teacher to notify the personnel office within thirty (30) days of the completion of the necessary work and/or confirmation of the degree.
- D. When normal daily load of any teacher is expanded through assignment of extra students or by changing teacher's assignment for the day to provide for lack of substitutes, or to provide intervention services via an independent program, said teacher shall be paid \$25.00 per class in the Senior High and Middle School. When pupils in any elementary class are divided among several teachers, said teachers shall be paid at a total rate per day not to exceed substitute pay plus \$5.00 and to be divided among teachers involved.

When any senior high or Middle School teacher forgoes his/her preparation period on an ongoing basis to take a teaching assignment, other than as a substitute for a teacher absent from their classroom, or to provide intervention services via an independent program, said teacher shall be paid one-sixth of their daily rate for the Middle School and 1/5 for the High School per lost preparation period. All available qualified teachers shall have the opportunity to voluntarily apply for such an assignment.

- E. Teachers shall be paid their regular salaries (not to include Schedule B duties) according to one of the following schedules with each staff member having the option of choosing one of these schedules which shall be indicated no later than the first

week of school.

1. Payment of twenty-six (26) or twenty-one (21) equal installments with deductions and withholdings as indicated by the salary schedule.
  2. Those staff members who elect the twenty-six (26) payment schedule may select one of two options:
    - a. A lump sum, "balloon" payment representing six (6) equal installments on the last pay date of the school year;
    - b. Continue to receive a paycheck every two weeks throughout the summer until the 26th pay is reached.
- F. When paydays fall on or during a vacation period, checks shall be issued on the last school day prior to said vacation period except where cash flow will not permit as determined by the Board. Such checks will be cashable on the date issued and shall be reported as income in accordance with I.R.S. tax codes.
- G. Any teacher employed outside the school calendar year shall be compensated as described in section E.
- H. Retirement Incentive - A teacher who retires from the Flat Rock Community Schools after ten (10) years of service in the district and who meets the age and/or service requirements of the State Retirement Act or who is 55 years of age with ten (10) years of service to the district shall be eligible to receive \$60 for each accumulated sick day up to two hundred and two (202) days, and an additional \$2,000 if notification of retirement is submitted to central office by May 1st.
- I. Severance Pay - A teacher who has completed ten (10) years of service with the district shall upon resignation be eligible to receive sixty (60) dollars for each accrued sick day up to seventy-seven (77) days.

## **ARTICLE XXIII**

### **SCHOOL IMPROVEMENT COMMITTEE**

The conditions which follow shall govern employee participation in any and all plans, programs, or projects included in the terms, site-based decision-making, school improvement, effective schools or other similar descriptions:

- A. All teachers will participate in the school improvement process.
- B. The master agreement may not be modified in whole, or in part, except by mutual written agreement by the Association and the Board.
- C. If SIP meetings or activities are scheduled during an employee's regular work day, the employee shall be released from duties without loss of pay to attend the meetings.

- D. Decision of the school improvement committee will be made by consensus. Consensus is not defined as a "rule of the majority." If a minority exists that cannot consent to what is proposed, then consensus has not been reached. It would be expected that discussion and clarification would continue on both sides until consensus is reached, or until it becomes clear that no agreement is possible.

Consensus on an issue does not imply total approval but that the parties can live with what has been proposed.

#### **ARTICLE XXIV**

#### **DURATION OF AGREEMENT**

IN WITNESS WHEREOF, the parties agree that all terms, benefits, and conditions of this Agreement are to become effective July 1, 2008 and remain in effect through June 30, 2011 unless otherwise noted.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on the 14<sup>th</sup> day of October, 2008.

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**Superintendent**

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**FREA President**

**Salary Schedule 2008-2009**  
**First Half of Total Salary**  
**1% increase to top Step Only**

**Bachelor's Degree**

STEP	BA	BA+20
1	\$36,772.00	\$37,693.00
2	\$38,982.00	\$39,903.00
3	\$41,659.00	\$42,580.00
4	\$44,650.00	\$45,571.00
5	\$47,649.00	\$48,570.00
6	\$50,632.00	\$51,553.00
7	\$53,643.00	\$54,564.00
8	\$56,660.00	\$57,581.00
9	\$59,657.00	\$60,578.00
10	\$63,613.00	\$64,534.00

**Master's Degree**

STEP	MA	MA+10	MA+20	MA+30
1	\$40,824.00	\$42,182.00	\$ 42,392.00	\$42,707.00
2	\$43,464.00	\$44,822.00	\$ 45,032.00	\$45,347.00
3	\$46,834.00	\$48,192.00	\$ 48,402.00	\$48,717.00
4	\$50,182.00	\$51,540.00	\$ 51,750.00	\$52,065.00
5	\$53,541.00	\$54,899.00	\$ 55,109.00	\$55,424.00
6	\$56,912.00	\$58,270.00	\$ 58,480.00	\$58,795.00
7	\$60,284.00	\$61,642.00	\$ 61,852.00	\$62,167.00
8	\$63,666.00	\$65,024.00	\$ 65,234.00	\$65,549.00
9	\$66,991.00	\$68,349.00	\$ 68,559.00	\$68,874.00
10	\$70,396.00	\$71,754.00	\$ 71,964.00	\$72,279.00
11	\$74,822.00	\$76,180.00	\$ 76,390.00	\$76,705.00

\* **LONGEVITY**

16 - 20 Yrs	-	\$1,050.00	Start of 16th year
21 - 25 Yrs	-	\$1,550.00	Start of 21st year
26+ Yrs	-	\$2,600.00	Start of 26th year

\* If hire date occurs after January 1st, (half) the longevity stipend is paid for the remaining year of eligibility.

**BA+10 hours compensation is no longer available to new recipients after September 1, 1998.**

**Salary Schedule 2008-2009  
Second Half of Total Salary  
1% increase to top Step Only**

**Bachelor's Degree**

STEP	BA	BA+20
1	\$36,772.00	\$37,693.00
2	\$38,982.00	\$39,903.00
3	\$41,659.00	\$42,580.00
4	\$44,650.00	\$45,571.00
5	\$47,649.00	\$48,570.00
6	\$50,632.00	\$51,553.00
7	\$53,643.00	\$54,564.00
8	\$56,660.00	\$57,581.00
9	\$59,657.00	\$60,578.00
10	\$64,249.00	\$65,170.00

**Master's Degree**

STEP	MA	MA+10	MA+20	MA+30
1	\$40,824.00	\$42,182.00	\$42,392.00	\$42,707.00
2	\$43,464.00	\$44,822.00	\$45,032.00	\$45,347.00
3	\$46,834.00	\$48,192.00	\$48,402.00	\$48,717.00
4	\$50,182.00	\$51,540.00	\$51,750.00	\$52,065.00
5	\$53,541.00	\$54,899.00	\$55,109.00	\$55,424.00
6	\$56,912.00	\$58,270.00	\$58,480.00	\$58,795.00
7	\$60,284.00	\$61,642.00	\$61,852.00	\$62,167.00
8	\$63,666.00	\$65,024.00	\$65,234.00	\$65,549.00
9	\$66,991.00	\$68,349.00	\$68,559.00	\$68,874.00
10	\$70,396.00	\$71,754.00	\$71,964.00	\$72,279.00
11	\$75,570.00	\$76,928.00	\$77,138.00	\$77,453.00

**\* LONGEVITY**

16 - 20 Yrs	-	\$1,050.00	Start of 16th year
21 - 25 Yrs	-	\$1,550.00	Start of 21st year
26+ Yrs	-	\$2,600.00	Start of 26th year

\* If hire date occurs after January 1st, (half) the longevity stipend is paid for the remaining year of eligibility.

**BA+10 hours compensation is no longer available to new recipients after September 1, 1998.**

**Salary Schedule 2009-2010**  
**First Half of Total Salary**  
**1% increase to top Step Only**

<b>Bachelor's Degree</b>		
<b>STEP</b>	<b>BA</b>	<b>BA+20</b>
1	\$36,772.00	\$37,693.00
2	\$38,982.00	\$39,903.00
3	\$41,659.00	\$42,580.00
4	\$44,650.00	\$45,571.00
5	\$47,649.00	\$48,570.00
6	\$50,632.00	\$51,553.00
7	\$53,643.00	\$54,564.00
8	\$56,660.00	\$57,581.00
9	\$59,657.00	\$60,578.00
10	\$64,891.00	\$65,812.00

<b>Master's Degree</b>				
<b>STEP</b>	<b>MA</b>	<b>MA+10</b>	<b>MA+20</b>	<b>MA+30</b>
1	\$40,824.00	\$42,182.00	\$ 42,392.00	\$42,707.00
2	\$43,464.00	\$44,822.00	\$ 45,032.00	\$45,347.00
3	\$46,834.00	\$48,192.00	\$ 48,402.00	\$48,717.00
4	\$50,182.00	\$51,540.00	\$ 51,750.00	\$52,065.00
5	\$53,541.00	\$54,899.00	\$ 55,109.00	\$55,424.00
6	\$56,912.00	\$58,270.00	\$ 58,480.00	\$58,795.00
7	\$60,284.00	\$61,642.00	\$ 61,852.00	\$62,167.00
8	\$63,666.00	\$65,024.00	\$ 65,234.00	\$65,549.00
9	\$66,991.00	\$68,349.00	\$ 68,559.00	\$68,874.00
10	\$70,396.00	\$71,754.00	\$ 71,964.00	\$72,279.00
11	\$76,326.00	\$77,684.00	\$ 77,894.00	\$78,209.00

\* **LONGEVITY**

16 - 20 Yrs	-	\$1,050.00	Start of 16th year
21 - 25 Yrs	-	\$1,550.00	Start of 21st year
26+ Yrs	-	\$2,600.00	Start of 26th year

\* If hire date occurs after January 1st, (half) the longevity stipend is paid for the remaining year of eligibility.

**BA+10 hours compensation is no longer available to new recipients after September 1, 1998.**

**Salary Schedule 2009-2010  
Second Half of Total Salary  
1% increase to top Step Only**

**Bachelor's Degree**

<b>STEP</b>	<b>BA</b>	<b>BA+20</b>
1	\$36,772.00	\$37,693.00
2	\$38,982.00	\$39,903.00
3	\$41,659.00	\$42,580.00
4	\$44,650.00	\$45,571.00
5	\$47,649.00	\$48,570.00
6	\$50,632.00	\$51,553.00
7	\$53,643.00	\$54,564.00
8	\$56,660.00	\$57,581.00
9	\$59,657.00	\$60,578.00
10	\$65,540.00	\$66,461.00

**Master's Degree**

<b>STEP</b>	<b>MA</b>	<b>MA+10</b>	<b>MA+20</b>	<b>MA+30</b>
1	\$40,824.00	\$42,182.00	\$42,392.00	\$42,707.00
2	\$43,464.00	\$44,822.00	\$45,032.00	\$45,347.00
3	\$46,834.00	\$48,192.00	\$48,402.00	\$48,717.00
4	\$50,182.00	\$51,540.00	\$51,750.00	\$52,065.00
5	\$53,541.00	\$54,899.00	\$55,109.00	\$55,424.00
6	\$56,912.00	\$58,270.00	\$58,480.00	\$58,795.00
7	\$60,284.00	\$61,642.00	\$61,852.00	\$62,167.00
8	\$63,666.00	\$65,024.00	\$65,234.00	\$65,549.00
9	\$66,991.00	\$68,349.00	\$68,559.00	\$68,874.00
10	\$70,396.00	\$71,754.00	\$71,964.00	\$72,279.00
11	\$77,089.00	\$78,447.00	\$78,657.00	\$78,972.00

\* **LONGEVITY**

16 - 20 Yrs	-	\$1,050.00	Start of 16th year
21 - 25 Yrs	-	\$1,550.00	Start of 21st year
26+ Yrs	-	\$2,600.00	Start of 26th year

\* If hire date occurs after January 1st, (half) the longevity stipend is paid for the remaining year of eligibility.

**BA+10 hours compensation is no longer available to new recipients after September 1, 1998.**

**Salary Schedule 2010-2011  
First Half of Total Salary  
1% increase to top Step Only**

<b>Bachelor's Degree</b>				
<b>STEP</b>	<b>BA</b>	<b>BA+20</b>		
1	\$36,772.00	\$37,693.00		
2	\$38,982.00	\$39,903.00		
3	\$41,659.00	\$42,580.00		
4	\$44,650.00	\$45,571.00		
5	\$47,649.00	\$48,570.00		
6	\$50,632.00	\$51,553.00		
7	\$53,643.00	\$54,564.00		
8	\$56,660.00	\$57,581.00		
9	\$59,657.00	\$60,578.00		
10	\$66,195.00	\$67,116.00		
<b>Master's Degree</b>				
<b>STEP</b>	<b>MA</b>	<b>MA+10</b>	<b>MA+20</b>	<b>MA+30</b>
1	\$40,824.00	\$42,182.00	\$ 42,392.00	\$42,707.00
2	\$43,464.00	\$44,822.00	\$ 45,032.00	\$45,347.00
3	\$46,834.00	\$48,192.00	\$ 48,402.00	\$48,717.00
4	\$50,182.00	\$51,540.00	\$ 51,750.00	\$52,065.00
5	\$53,541.00	\$54,899.00	\$ 55,109.00	\$55,424.00
6	\$56,912.00	\$58,270.00	\$ 58,480.00	\$58,795.00
7	\$60,284.00	\$61,642.00	\$ 61,852.00	\$62,167.00
8	\$63,666.00	\$65,024.00	\$ 65,234.00	\$65,549.00
9	\$66,991.00	\$68,349.00	\$ 68,559.00	\$68,874.00
10	\$70,396.00	\$71,754.00	\$ 71,964.00	\$72,279.00
11	\$77,860.00	\$79,218.00	\$ 79,428.00	\$79,743.00



\* **LONGEVITY**

16 - 20 Yrs	-	\$1,050.00	Start of 16th year
21 - 25 Yrs	-	\$1,550.00	Start of 21st year
26+ Yrs	-	\$2,600.00	Start of 26th year

\* If hire date occurs after January 1st, (half) the longevity stipend is paid for the remaining year of eligibility.

**BA+10 hours compensation is no longer available to new recipients after September 1, 1998.**

**Salary Schedule 2010-2011  
Second Half of Total Salary  
1% increase to top Step Only**

<b>Bachelor's Degree</b>				
<b>STEP</b>	<b>BA</b>	<b>BA+20</b>		
1	\$36,772.00	\$37,693.00		
2	\$38,982.00	\$39,903.00		
3	\$41,659.00	\$42,580.00		
4	\$44,650.00	\$45,571.00		
5	\$47,649.00	\$48,570.00		
6	\$50,632.00	\$51,553.00		
7	\$53,643.00	\$54,564.00		
8	\$56,660.00	\$57,581.00		
9	\$59,657.00	\$60,578.00		
10	\$66,857.00	\$67,778.00		
<b>Master's Degree</b>				
<b>STEP</b>	<b>MA</b>	<b>MA+10</b>	<b>MA+20</b>	<b>MA+30</b>
1	\$40,824.00	\$42,182.00	\$42,392.00	\$42,707.00
2	\$43,464.00	\$44,822.00	\$45,032.00	\$45,347.00
3	\$46,834.00	\$48,192.00	\$48,402.00	\$48,717.00
4	\$50,182.00	\$51,540.00	\$51,750.00	\$52,065.00
5	\$53,541.00	\$54,899.00	\$55,109.00	\$55,424.00
6	\$56,912.00	\$58,270.00	\$58,480.00	\$58,795.00
7	\$60,284.00	\$61,642.00	\$61,852.00	\$62,167.00
8	\$63,666.00	\$65,024.00	\$65,234.00	\$65,549.00
9	\$66,991.00	\$68,349.00	\$68,559.00	\$68,874.00
10	\$70,396.00	\$71,754.00	\$71,964.00	\$72,279.00



*Employees electing Plan B shall also receive an additional cash option as stated below.*

**Health Option:**

Less than 8 teachers opting out =	\$1,600.00
8-9 teachers opting out =	\$2,000.00
At least 10 teachers opting out =	\$2,400.00

**ELIGIBILITY**

The insurance coverage paid for by the Board shall be subject to the rules and regulations of the underwriting carrier.

**FLAT ROCK COMMUNITY SCHOOLS  
SCHEDULE "B" COACHES  
2008-2011**

**Beginning BA Schedule**

**36,772**

		Bargaining Unit	3 Year Bargaining Unit	Non Bargaining Unit	3 year Non Bargaining Unit
<b>CATEGORY I</b>	<b>13%</b>	<b>\$4,780</b>	<b>\$4,876</b>	<b>\$4,302</b>	<b>\$4,4388</b>
Head Football					
Head Basketball (Boys)					
Head Basketball (Girls)					
<b>CATEGORY II</b>	<b>11%</b>	<b>\$4,005</b>	<b>\$4,085</b>	<b>\$3,604</b>	<b>\$3,676</b>
Head Baseball					
Head Competitive Cheer					
Head Cross Country					
Head Softball					
Head Track (Boys)					
Head Track (Girls)					
Head Volleyball					
Head Wrestling					
<b>CATEGORY III</b>	<b>9%</b>	<b>\$3,277</b>	<b>\$3,342</b>	<b>\$2,949</b>	<b>\$3,008</b>
Varsity Football Assistants					
Varsity Wrestling Assistant					
Varsity Track Assistants					
Jr. Varsity Baseball					
Jr. Varsity Basketball					
Jr. Varsity Football					
Jr. Varsity Softball					
Jr. Varsity Volleyball					
Jr. Varsity Wrestling					
<b>CATEGORY IV</b>	<b>8%</b>	<b>\$2,913</b>	<b>\$2,971</b>	<b>\$2,621</b>	<b>\$2,674</b>
Freshman Basketball					
<b>CATEGORY V</b>	<b>7%</b>	<b>\$2,549</b>	<b>\$2,600</b>	<b>\$2,293</b>	<b>\$2,340</b>
Middle Baseball 7-8					
Middle Basketball 7					
Middle Basketball 8					
Middle Softball 8					
Middle Track (Boys)					
Middle Track (Girls)					
Middle Volleyball 7					
Middle Volleyball 8					

**FLAT ROCK COMMUNITY SCHOOLS  
SCHEDULE "B"  
2008-2011**

Beginning BA Schedule

36,772

		Bargaining Unit	3 Year Bargaining Unit	Non Bargaining Unit	3 year Non Bargaining Unit
<b>CATEGORY I</b>	11%	\$4,045	\$4,126	\$3,640	\$3,713
Auditorium Coordinator					
<b>CATEGORY II</b>	8%	\$2,942	\$3,001	\$2,648	\$2,701
Curriculum Council Chairperson					
FRHS Sideline Cheer Sponsor (Fall&Winter)					
Gifted & Talented Coordinator					
High School Band Director					
<b>CATEGORY III</b>	7%	\$,2,574	\$2,626	\$2,317	\$2,363
Asst. Auditorium Coordinator					
Cafeteria Lunch Supervisors					
High School Play Director					
Middle School Yearbook Advisor					
Building Technology Coordinator					
<b>CATEGORY IV</b>	5%	\$1,839	\$1,875	\$1,655	\$1,688
FRHS Student Council Sponsor					
Mentor Teacher (2 or more mentees)					
Middle School Play Director					
Middle School Sideline Cheer Sponsor (Fall & Winter)					
Middle School NJHS Sponsor					
National Honor Society Sponsor					
Sr. Class Sponsor					
<b>CATEGORY V</b>	3%	\$ 1,103	\$1,125	\$993	\$1,013
Freshman Class Sponsor					
Sophomore Class Sponsor					
Junior Class Sponsor					
Mentor Teacher (1 mentee)					
Middle School Student Council					
Middle School Music Director					
High School Vocal Music Director					
Science Fair Coordinator					
Science Olympics Coordinator					
<b>CATEGORY VI Non-Review Year</b>	2.5%	\$919	\$938		
<b>Review Year</b>	3.5%	\$1,287	\$1,313		
9-12 Dept Chair- Math, Sci, ELA, SS					
6-8 Dept Chair- Math, Sci, ELA, SS					
K-5 Grade Level Chair (one per grade)					
Dept. Chair Fine & Practical Arts					
Dept. Chair Technology					
Dept. Chair Health/PE					

<b>CATEGORY VII</b>	<b>2%</b>				
<b>Elementary Music Director</b>					
<b>CATEGORY VIII (Hourly Rates)</b>	<b>0.05%</b>	<b>\$18.39</b>			
<b>Dance/Bus Chaperone</b>					
<b>Saturday Detention</b>					
<b>After School Detention</b>					
<b>CATEGORY IX (Hourly Rates)</b>	<b>.0544%</b>	<b>\$20</b>			
<b>Before/After School Tutoring/Intervention</b>					

### SCHEDULE "B"

A non-bargaining unit member who assumes a Schedule B position shall receive 20% less of the dollar value for his/her category stipend.

Any employee on Schedule B who has completed three (3) years of service in the same sport or activity shall receive an additional 2% per year added to the schedule B stipend. (Retroactive for FREA bargaining unit members only.) The 2% is not compounded.

Schedule B vacancies will be filled from within the bargaining unit provided that the bargaining unit member meets reasonable qualifications per the posting unless the position was created from a club sport. In that instance the previous club volunteer sponsor will have priority over the bargaining member. Bargaining unit members will be given first priority in selection of club sport volunteer sponsors for the probationary period. In the event that no qualified member of the bargaining unit applies for a position then it may be filled by a non-bargaining unit member.

Effective beginning with the 1996 Spring sports seasons:

A non-bargaining unit member who assumes a Schedule B position shall receive 10% less of the dollar for his/her category stipend.

Additional positions added to schedule B categories will be prorated from day approved by Board.

Take yearly amount and divide by 178 days to get daily amount.

**SCHEDULE "C"**

**FLAT ROCK COMMUNITY SCHOOLS  
2008-09 CALENDAR**

Teacher Prof Development All Day – No Students	Aug 26
Teacher Prof Development All Day – No Students	Aug 27
Labor Day Break	Aug 28 Sept 1
<b>First Day with Students – Full Day</b>	<b>Sept 2</b>
Middle/High School Conferences (Full Day for Students)	Oct 9
Middle/High School Conferences (Full Day for Students)	Oct 16
Teacher Prof Development All Day – No Students	Nov 4
K-5 Records Day/Middle/High School Exams/PD (Half Day for Students)	Nov 19
K-5 Conferences/Middle/High School Exams/Records (Half Day for Students)	Nov 20
K-5 PD/Middle/High School Exams/Records (Half Day for Students)	Nov 21
End of First Trimester	Nov 21
Thanksgiving Break	Nov 26,27 & 28
School Resumes	Dec 1
Christmas Break	Dec 22-Jan 2
School Resumes	Jan 5
Professional Development (No School for Students)	Jan 19
Middle/High School Conferences (Full Day for Students)	Jan 29
Professional Development (No School for Students)	Feb 13
Winter Break	Feb 16 & 17
School Resumes	Feb 18
K-5 Records Day/Middle/High School Exams/PD (Half Day for Students)	Feb 25
K-5 Conferences/Middle/High School Exams/Records (Half Day for Students)	Feb 26
K-5 PD/Middle/High Exams/Records (Half Day for Students)	Feb 27
End of Second Trimester	Feb 27
Spring Break	April 9-17
School Resumes	April 20
Memorial Holiday	May 25
School Resumes	May 26
K-5 Records Day/Middle/High School Exams/Records (Half Day for Students)	June 3
K-5 Records Day/Middle/High School Exams/Records (Half Day for Students)	June 4
K-5 Records Day/Middle/High School Exams/Records (Half Day for Students)	June 5
173 Student Days (includes 9 half days)	
178 Teacher Days (includes 0 half days)	

## FLAT ROCK COMMUNITY SCHOOLS 2009-10 CALENDAR

Teacher Prof Development All Day – No Students	Sept. 1
Teacher Prof Development All Day – No Students	Sept. 2
Labor Day Break	Sept 3-7
First Day with Students – Full Day	Sept 8
Middle/High School Conferences (Full Day for Students)	Oct 15
Middle/High School Conferences (Full Day for Students)	Oct 22
Teacher Prof Development All Day – No Students	Nov 3
Thanksgiving Break	Nov 25, 26 & 27
School Resumes	Nov 30
K-5 Records Day/Middle/High School Exams/PD (Half Day for Students)	Dec 2
K-5 Conferences/Middle/High School Exams/Records (Half Day for Students)	Dec 3
K-5 PD/Middle/High School Exams/Records (Half Day for Students)	Dec 4
End of First Trimester	Dec 4
Christmas Break	Dec 21-Jan 1
School Resumes	Jan 4
Professional Development (No School for Students)	Jan 18
Middle/High School Conferences (Full Day for Students)	Feb 4
Professional Development (No School for Students)	Feb 12
Winter Break	Feb 15 & 16
School Resumes	Feb 17
K-5 Records Day/Middle/High School Exams/PD (Half Day for Students)	Mar 17
K-5 Conferences/Middle/High School Exams/Records (Half Day for Students)	Mar 18
K-5 PD/Middle/High Exams/Records (Half Day for Students)	Mar 19
End of Second Trimester	Mar 19
Spring Break	April 1-9
School Resumes	April 12
Memorial Holiday	May 31
School Resumes	June 1
K-5 Records Day/Middle/High School Exams/Records (Half Day for Students)	June 9
K-5 Records Day/Middle/High School Exams/Records (Half Day for Students)	June 10
K-5 Records Day/Middle/High School Exams/Records (Half Day for Students)	June 11
173 Student Days (includes 9 half days)	



178 Teacher Days (includes 0 half days)

## **FLAT ROCK COMMUNITY SCHOOLS 2010-2011 CALENDAR**

Teacher Prof Development All Day – No Students	Aug, 31
Teacher Prof Development All Day – No Students	Sept. 1
Labor Day Break	Sept 2-6
First Day with Students – Full Day	Sept 7
Middle/High School Conferences (Full Day for Students)	Oct 14
Middle/High School Conferences (Full Day for Students)	Oct 21
Teacher Prof Development All Day – No Students	Nov2
Thanksgiving Break	Nov 24, 25 & 26
School Resumes	Nov 29
K-5 Records Day/Middle/High School Exams/PD (Half Day for Students)	Dec 1
K-5 Conferences/Middle/High School Exams/Records (Half Day for Students)	Dec 2
K-5 PD/Middle/High School Exams/Records (Half Day for Students)	Dec 3
End of First Trimester	Dec 3
Christmas Break	Dec 20-Dec 31
School Resumes	Jan 3
Professional Development (No School for Students)	Jan 17
Middle/High School Conferences (Full Day for Students)	Feb 3
Professional Development (No School for Students)	Feb 18
Winter Break	Feb 21 & 22
School Resumes	Feb 23
K-5 Records Day/Middle/High School Exams/PD (Half Day for Students)	Mar 16
K-5 Conferences/Middle/High School Exams/Records (Half Day for Students)	Mar 17
K-5 PD/Middle/High Exams/Records (Half Day for Students)	Mar 18
End of Second Trimester	Mar 18
Spring Break	April 18-26
School Resumes	April 27
Memorial Holiday	May 30
School Resumes	May 31
K-5 Records Day/Middle/High School Exams/Records (Half Day for Students)	June 9
K-5 Records Day/Middle/High School Exams/Records (Half Day for Students)	June 10
K-5 Records Day/Middle/High School Exams/Records (Half Day for Students)	June 11
173 Student Days (includes 9 half days)	
178 Teacher Days (includes 0 half days)	

If the district closes because of an “Act of God” on teachers’ record day, teachers will complete the work scheduled for that day but the date will not be added to the calendar as a make-up day at the end of the year.

Scheduled days of student and/or teacher attendance that are canceled because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the City, County, Township, or State Health Authorities shall be rescheduled by the School District to the extent necessary to meet the State requirements. Such rescheduling shall not effect, or otherwise require an adjustment of salary, compensation, or other benefits provided within this collective bargaining agreement.

In the event that the total professional development time exceeds the instructional exemption permitted, the appropriate professional development days will once again become student instructional days.

**SCHEDULE "D"**  
**PROFESSIONAL GRIEVANCE REPORT**

**Grievance Number** \_\_\_\_\_ **School** \_\_\_\_\_  
\_\_\_\_\_

**Date of Violation** \_\_\_\_\_ **Date of Grievance Filed** \_\_\_\_\_  
\_\_\_\_\_

Subject to provisions of the Master Contract Agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board to process this grievance in this or any other stage of the professional grievance procedure. A copy will go to the teacher or teachers involved, superintendent, principal and Association.

**ARTICLE AND SECTION OF CONTRACT VIOLATED** \_\_\_\_\_

**NATURE OF GRIEVANCE:**

**REMEDY REQUESTED:**

\_\_\_\_\_

**Signature of Grievant**

\_\_\_\_\_

**Association Representative**