



# **Collective Bargaining Agreement**

**Flat Rock Community Schools  
Board of Education**

**and the**

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

**July 1, 2017 – June 30, 2020**

*Flat Rock Community Schools - Leaders in Learning*

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## **AGREEMENT**

This agreement is made and entered into this, 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, 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/therapists, and school psychologists, 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.
- 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.
- 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 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. The Association shall be able to purchase 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.

- L. Teachers when on official duty shall be expected to exercise care with respect to the safety of pupils and property.

- M. 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**  
**TEACHING HOURS AND DUTIES**

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 V**

### **TEACHING LOADS AND ASSIGNMENTS**

- 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. 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.
- C. 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.
- D. 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.
- E. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class sizes should be constructed to attain desirable pupil-teacher ratios.

1. The following class sizes represent desired objectives:

- |    |                                   |                 |
|----|-----------------------------------|-----------------|
| a. | Kindergarten                      | 25 pupils       |
| b. | 1 <sup>st</sup> - 2 <sup>nd</sup> | 28 pupils       |
| c. | 3 <sup>rd</sup> -5 <sup>th</sup>  | 30 pupils       |
| d. | 6 <sup>th</sup> -12 <sup>th</sup> | 34 pupils       |
| e. | Special Education Classes         | State Standards |

2. In scheduling students, both parties agree that every effort should be made to equalize classes in terms of individual student needs and characteristics.



When scheduling, class sizes should not vary by more than 2 students for teachers teaching the same classes, within the same building, during the same time.

3. The above desired objective language will not apply to Physical Education or music classes district-wide.
- F. Each teacher shall assume one (1) extra school responsibility of a minor nature. The duty should consist of a one-time occurrence and/or should last no longer than four (4) hours in duration. A list of minor duties for the ensuing school year that meet these criteria 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 assumed by the last day of school will be assigned by principal to those teachers who have not signed the list.
  - G. 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.
  - H. 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.
  - I. 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 effective evaluations.
      - c. When a shared position is terminated, each partner will return to the same status he/she had prior to the shared position.

- 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. 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.
- g. The Board and the Association shall work closely together on the implementation and evaluation of the shared time program.
- h. 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:  $\frac{1}{2}$  pay for two (2) consecutive teaching periods, blocks
    - At the Intermediate:  $\frac{1}{2}$  pay for three (3) consecutive periods and 1 prep period
    - At the Elementary:  $\frac{1}{2}$  pay for teaching of  $\frac{1}{2}$  student day and  $\frac{1}{2}$  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.
- e. Professional commitments, parent-teacher conference, and in-service shall be attended as part of each teacher's regular duties with no extra compensation.

- J. 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.

- K. 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.
- L. 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 VI**  
**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.
- A. 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 VII**

### **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 VIII**

### **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 a medical/supportive leave of absence which are known in advance to the teacher such as maternity/paternity, adoption and non-emergency surgery, the teacher shall provide thirty (30) days notification (when applicable) of the expected beginning of their anticipated absence and notification of the approximate length of their absence.
  5. The FREA and Flat Rock BOE agree to establish a Sick Leave Bank, for the purpose of providing additional coverage and financial assistance after the exhaustion of individual annual and/or accumulated sick leave only in the event of debilitating and catastrophic illness or disease as evidenced by medical certification or quarantine by order of the Health Department or serious illness of a member of the employee's immediate family or permanent household requiring the personal care of that member by the employee. The Sick Bank will not provide financial assistance for voluntary medical conditions or procedures.
  6. Conditions:
    - a. Participation by members of the unit shall be mandatory. All members of the bargaining unit shall be assessed one (1) day on the date they enter the unit. Said days are to be "deposited" in the Bank. Unused days in the Bank shall carry over from year to year. The bank will have a cap of three hundred (300) days, when this level is achieved no contribution will be required. If the level of days is less than three hundred (300) each employee in the bargaining unit shall be assessed one day or a proration of a day of his or her annual and/or accumulated sick leave the following September 1st. All days donated to or assessed by the Bank and contributed by the membership are the exclusive property of the Sick Leave Bank.

	FREA Contribution	FRCS Contribution
2017-2018	100 (1 per employee)	200
2018-2019	100 (1 per employee)	100
2019-2020	100 (1 per employee)	0
2020-2021	0	0

- b. Assets of the Bank will accumulate up to three hundred (300) days. The following year's bank will consist of the days carried over from the previous year. The Board will provide the Association with verification of the Bank's total number of days for the current year and of the previous year's usage of days by no later than November 1st of each year.
- c. Written application made to F.R.E.A. by teacher or designee.
- d. Teacher applicants must have exhausted all personal sick leave days.
- e. 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
- f. Teacher applicants must provide a Doctor's statement of disability.
- g. 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 (20). 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 (20).
- h. There shall be a maximum grant of forty (40) 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 IX

### 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.
  - 7. Family and Medical Leave Act of 1993.

Leave provisions of this Agreement shall be construed consistently with the requirements of the Act. 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 seven (7) 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 seven (7) 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 exceeds three (3) weeks in cases of emergency.

## **ARTICLE X**

### **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 XI**

### **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 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 XII** **MENTORING**

- A. 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. 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.
    - c. Given up to twenty-five (25) hours of release time per year to work directly with the probationary teacher mentee.
    - d. 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.

- e. Excluded from any evaluation procedure, grievance procedure, or administrative hearing regarding the probationary teacher mentee's instructional performance.
- f. Assigned for the probationary period of the mentee. However, the mentor may resign at the end of any year. 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.

B. 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.

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.

### **ARTICLE XIII**

#### **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 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 XIV**

#### **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 XV**

### **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 XVI**

### **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 XVII**  
**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 XVIII**  
**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.

F. Any teacher employed outside the school calendar year shall be compensated as described in section E.

G. 2017-2018

0.5% off schedule payment for all FREA members at Step 15 for every \$40.00 of additional Per Pupil Foundation Allowance (PPFA) beginning in the 2017-2018 school year. If the blended student count on the 2017 April State Aid Financial Status Report falls below the April 2016 blended count as reported on the April State Aid Financial Status Report by five or more students this incentive is removed for the 2017-2018 school year. If the decrease of students is 0 – 4, the off-schedule payment is effected in the following manner (See chart below).

2018-2019

0.5% off schedule payment for all FREA members at Step 15 for every \$40.00 of additional Per Pupil Foundation Allowance (PPFA) beginning in the 2018 – 2019 school year. If the blended student count on the 2018 April State Aid Financial Status Report falls below the April 2017 blended count as reported on the April State Aid Financial Status Report by five or more students this incentive is removed for the 2018-2019 school year. If the decrease of students is 0 – 4, the off-schedule payment is effected in the following manner (See chart below).

2019-2020

0.5% off schedule payment for all FREA members at Step 15 for every \$40.00 additional Per Pupil Foundation Allowance (PPFA) beginning in the 2019-2020 school year. If the blended student count on the 2019 April State Aid Financial Status Report falls below the April 2018 blended count as reported on the April State Aid Financial Status Report by five or more students this incentive is removed for the 2019-2020 school year. If the decrease of students is 0 – 4, the off-schedule payment is effected in the following manner (See chart below).

# of Students Lost	New %
1	.4
2	.3
3	.2
4	.1
5 +	0.0

The increase in PPFA excludes all categorical and / or any current categorical that may be converted to the PPFA.

\$500.00 off-schedule stipend paid all FREA members at step 15 annually.

Beginning in the 2018-2019 school year a FREA member must be rated Effective or Highly Effective to move on Schedule "A" or receive an off-schedule payment.

- 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 XIX**

**DURATION OF AGREEMENT**

IN WITNESS WHEREOF, the parties agree that all terms, benefits, and conditions of this Agreement are to become effective July 1<sup>st</sup>, 2017 and remain in effect through June 30<sup>th</sup>, 2020 unless otherwise noted.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on the

  
\_\_\_\_\_  
**Superintendent**

  
\_\_\_\_\_  
**FREA President**

**SCHEDULE "A"**

**SALARY SCHEDULE 2017-2020**

<b>BACHELOR'S DEGREE</b>		
	<b>BA</b>	<b>BA +20</b>
1	\$ 38,258.00	\$ 39,198.00
2	\$ 40,349.00	\$ 41,289.00
3	\$ 42,440.00	\$ 43,380.00
4	\$ 44,531.00	\$ 45,471.00
5	\$ 46,622.00	\$ 47,562.00
6	\$ 48,713.00	\$ 49,653.00
7	\$ 50,804.00	\$ 51,744.00
8	\$ 52,895.00	\$ 53,835.00
9	\$ 54,986.00	\$ 55,926.00
10	\$ 57,077.00	\$ 58,017.00
11	\$ 59,168.00	\$ 60,108.00
12	\$ 61,259.00	\$ 62,199.00
13	\$ 63,350.00	\$ 64,290.00
14	\$ 65,441.00	\$ 66,381.00
15	\$ 67,532.00	\$ 68,472.00

<b>MASTER'S DEGREE</b>				
	<b>MA</b>	<b>MA +10</b>	<b>MA +20</b>	<b>MA +30</b>
1	\$ 42,538.00	\$ 43,923.00	\$ 44,137.00	\$ 44,459.00
2	\$ 45,173.00	\$ 46,558.00	\$ 46,772.00	\$ 47,094.00
3	\$ 47,808.00	\$ 49,193.00	\$ 49,407.00	\$ 49,729.00
4	\$ 50,443.00	\$ 51,828.00	\$ 52,042.00	\$ 52,364.00
5	\$ 53,078.00	\$ 54,463.00	\$ 54,677.00	\$ 54,999.00
6	\$ 55,713.00	\$ 57,098.00	\$ 57,312.00	\$ 57,634.00
7	\$ 58,348.00	\$ 59,733.00	\$ 59,947.00	\$ 60,269.00
8	\$ 60,983.00	\$ 62,368.00	\$ 62,582.00	\$ 62,904.00
9	\$ 63,618.00	\$ 65,003.00	\$ 65,217.00	\$ 65,539.00
10	\$ 66,253.00	\$ 67,638.00	\$ 67,852.00	\$ 68,174.00
11	\$ 68,888.00	\$ 70,273.00	\$ 70,487.00	\$ 70,809.00
12	\$ 71,523.00	\$ 72,908.00	\$ 73,122.00	\$ 73,444.00
13	\$ 74,158.00	\$ 75,543.00	\$ 75,757.00	\$ 76,079.00
14	\$ 76,793.00	\$ 78,178.00	\$ 78,392.00	\$ 78,714.00
15	\$ 79,428.00	\$ 80,813.00	\$ 81,027.00	\$ 81,349.00

<b>LONGEVITY</b>		
20 - 24 Years	\$ 1,050.00	Start of 20th Year
25+ Years	\$ 1,550.00	Start of 25th Year

**Longevity is no longer available to new recipients after June 30, 2016 and is frozen for all current recipients.**

All members will be aligned to the 2017-2020 Schedule "A". All FREA members will move from the current salary level to the 2017-2020 scale at the next monetary increment.

All members currently not at the top of the 2017-2020 Schedule "A" will receive a step annually during the duration of this agreement or until they reach the 15 step. Beginning in the 2018-2019 school year a FREA member must be rated Effective or Highly Effective to move on Schedule "A" or receive an off-schedule payment.

### **HEALTH INSURANCE**

- A. The Board shall provide insurance, PPO-1, fully paid by the Board with full family coverage.
- B. The FREA agrees that health insurance is provided primarily for protection of teachers. Since duplication of insurance premiums is costly and wasteful, teachers are urged to cooperate by not requesting health insurance when coverage is provided through other members of their family.

**PLAN A** (For employees electing health insurance)

PPO-1 Health Insurance  
Dental 75/75/75: \$750  
50/50/50: \$500  
Negotiated Life \$50,000 AD & D  
Vision: Equivalent to NVA Vision Care Program  
Prescriptions: Co-pay - \$10.00/\$25.00  
Mail in co-pay reflects plan (10/25), but will remain one co-pay for 90 days.

**PLAN B** (For employees not electing health insurance)

Dental 80/80/80: \$800  
50/50/50: \$500  
Negotiated Life: \$50,000 AD & D  
Vision: Equivalent to NVA Vision Care Program

*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"  
2017-2020**

			Bargaining Unit	3+Years Bargaining Unit	Teacher Days		182.5
					2017-2018	Non Bargaining Unit	
<b>Beginning BA Schedule</b>							<b>38,258.00</b>
							<b>3+ Years Non Bargaining Unit</b>
<b><u>CATEGORY I</u></b>		13%	4,974	5,073	4,477	4,567	
Head Football			-	-	-	-	
Head Basketball (Boys)							
Head Basketball (Girls)							
<b><u>CATEGORY II</u></b>		11%	4,208	4,292	3,787	3,863	
Head Baseball			-	-	-	-	
Head Competitive Cheer							
Head Cross Country							
Head Softball							
Head Track (Boys)							
Head Track (Girls)							
Head Volleyball							
Head Wrestling							
Head Soccer (Boys)							
Head Soccer (Girls)							
<b><u>CATEGORY III-A</u></b>		9%	3,443	3,512	3,099	3,161	
Varsity Football Assistant - 1			-	-	-	-	
Varsity Football Assistant - 2							
Varsity Football Assistant - 3							
Varsity Baseball Assistant							
Varsity Basketball Assistant (Boys)							
Varsity Basketball Assistant (Girls)							
Varsity Bowling (Boys)							
Varsity Bowling (Girls)							
Varsity Competitive Cheer Assistant							





<u>Beginning BA Schedule</u>		Teacher Days 2017-2018		182.5 38,258	
		3+Years Bargaining Unit	Non Bargaining Unit	3+Years Non Bargaining Unit	
<b>CATEGORY I</b>					
	Auditorium Coordinator	4,208	3,787	3,863	
<b>CATEGORY II</b>					
	Curriculum Council Chairperson	3,061	2,755	2,810	
	High School Varsity Sideline Cheer Advisor				
	High School Robotics				
	High School Band Director				
	504 Coordinator				
<b>CATEGORY III</b>					
	Asst. HS Auditorium Coordinator	2,678	2,410	2,458	
	High School Play Director				
	High School Varsity Sideline Cheer Assistant				
	High School Jr. Varsity Sideline Cheer Advisor				
	MS Yearbook Advisor				
	Cafeteria Lunch Supervisors				
<b>CATEGORY IV</b>					
	FRHS Student Council Sponsor	1,913	1,722	1,756	
	Mentor Teacher (Two or more mentees)				
	Middle School Play Director				
	MS Sideline Cheer Sponsor				
	National Honor Society Sponsor				
	Middle School NJHS Sponsor				
	Senior Class Sponsor – 1				
	Senior Class Sponsor – 2				



	DECA Advisor								
	Quiz Bowl Advisor								
	<b>CATEGORY VII</b>								
	Elementary Music Director	2%	765	780	689	703			
	<b>CATEGORY VIII</b>								
	(Hourly Rates)	0.05%	19.00						
	Dance/Bus Chaperone								
	Saturday Detention								
	After School Detention								
	<b>CATEGORY IX</b>								
	(Hourly Rates)	0.544%	21.00						
	Before & After School Tutoring/Intervention								

A non-bargaining unit member who assumes a Schedule B position shall receive 10% 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% based on the schedule below. (Retroactive for FREA bargaining unit members only.)

Years of Service	% of stipend Increase
3 – 5	2%
6 – 8	2%
9 – 11	2%
12-14	2%
15-17	2%
18-20	2%
21-23	2%
24-26	2%

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.

Head Coaching assignments shall be determined by a committee consisting of the Athletic Director, Building Principal, the Superintendent (or designee) with their recommendation being presented to the Board of Education for final approval. After Head Coaches have been appointed, then a committee consisting of the Athletic Director, Building Principal and the Head Coach will meet to make recommendations for other coaching assignments (assistants) with their recommendation being presented to the Board of Education for final approval. The Board shall have the right not to fill any extracurricular duty or assignment.

Athletic Administration reserves the right to de-activate Assistant Coach positions from Category III-B due to insufficient student participation. These positions will remain dormant until participation rises to a level which justifies the re-activation of the position.

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

Take yearly amount and divide by 182.5 days to get daily amount.

## SCHEDULE "C"

### FLAT ROCK COMMUNITY SCHOOLS 2017-2018 CALENDAR

Open House – Bobcean (4:30-6:00 p.m.) FRCHS (6:00-7:30 p.m.)	August 29
Professional Development (No School)	August 29
Professional Development (No School)	August 30
Open House – Simpson MS (4:30-6:00 p.m.) Barnes (6:00-7:30 p.m.)	August 30
<b>Labor Day Break (No School)</b>	<b>Aug 31-Sept. 4</b>
First Day with Students/PD Day <b>(Half Day for ALL Students)</b>	September 5
Professional Development <b>(No School)</b>	November 7
Records Day/Exams <b>(Half Day for ALL Students)</b>	November 15
Records Day/Parent/Teacher Conferences <b>(Half Day for ALL Students)</b>	November 16
<b>Thanksgiving Break Begins/PD Day (Half Day for ALL Students)</b>	<b>November 22-24</b>
School Resumes	November 27
<b>Christmas Break Begins (Half Day for ALL Students/Staff)</b>	<b>December 22-January 7</b>
School Resumes	January 8
Records Day/Exams <b>(Half Day for ALL Students)</b>	January 18
Records Day/Exams <b>(Half Day for ALL Students)</b>	January 19
End of First Semester	January 19
<b>Winter Break (No School)</b>	<b>February 16-19</b>
School Resumes	February 20
Records Day/Exams <b>(Half Day for ALL Students)</b>	March 14
Records Day/Parent/Teacher Conferences <b>(Half Day for ALL Students)</b>	March 15
<b>Spring Break Begins (No School)</b>	<b>Mar 30-April 8</b>
School Resumes	April 9
<b>Memorial Day (No School)</b>	May 28
Records Day/Exams <b>(Half Day for ALL Students)</b>	June 11
Records Day/Exams <b>(Half Day for ALL Students)</b>	June 12
Records Day/Exams/PD <b>(Half Day for ALL Students)</b>	June 13
End of Second Semester	June 13

180 Student Days (includes 12 half days for all students)

182.5 Teacher Days (includes 1 half day)

**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**