

CONTRACTUAL AGREEMENT

BETWEEN

FREESOIL EDUCATION ASSOCIATION MEA/NEA

AND

FREESOIL COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION

2008 - 2010

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ARTICLE I – RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive representative for all personnel under written contract, on leave, or employed by the Board. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude the superintendent, assistant superintendents, director of school and community relations, principals, assistant principals, and business manager, and the titles of any other positions which are “supervisory” within the meaning of PERA, including positions that require certified teaching staff and excluding substitute teachers.

The term “teacher”, when used hereinafter in the Agreement shall refer to all professional employees, all positions that require certified staff, represented by the Association in the bargaining unit as above defined.

The Board agrees not to negotiate with or recognize any teacher’s organization other than the Association for the duration of this Agreement.

ARTICLE II – COMPLETE AGREEMENT

A. Merger and Integration of Agreement

There are no understandings or agreements or past practices which are binding on either the District or the Association other than the written agreements contained in this Agreement. No further agreements shall be binding on either the District or the Association until the same have been put in writing and signed by both the District and the Association as either an amendment to this Agreement or as a Letter of Agreement approved and executed by both parties. It is the intent of the parties that provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of all rights and claims which may be asserted hereunder.

B. Completion of Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity is set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

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C. Severability

All provisions of this Agreement are subject and subordinate to the obligations of either party under applicable laws or regulations unless such laws or regulations do not restrict the parties from agreeing to a contractual provision, which has become part of this Agreement, and which provides enhanced or diminished rights in comparison to the law or regulation. If any provision or application of this Agreement shall be prohibited by or be deemed invalid under such applicable laws or regulations, or become unlawful due to legislative enactment, such provision(s) or application(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, the parties agree to meet within twenty (20) days of such action in order to renegotiate such invalidated provision, to the extent permitted by law.

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ARTICLE III – DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2008 and shall continue in effect until June 30, 2010.
- B. Copies of the Agreement titled “Contractual Agreement Between the Free Soil Community School District Board of Education and the Free Soil Education Association, MEA/NEA” shall be printed at the expense of the Board within 30 days after the Agreement is signed and presented to all teachers now employed, hereafter employed by the Board.

FREESOIL EDUCATION ASSOCIATION

FREESOIL SCHOOL BOARD

By: _____
Amy Watkins (President)

By: _____
Harold Dufon (President)

By: _____
Sharon Spencer (Vice-President)

By: _____
Edward Rybicki (Vice-President)

By: _____
Yvonne Foster (Secretary)

By: _____
Sheri Keilman (Secretary)

By: _____
Melissa Weinert (Treasurer)

By: _____
Michael Kovach (Treasurer)

By: _____
Karen Kolb (UniServ Director)

By: _____
Joseph Hurd (Trustee)

By: _____
Robin Arlt (Trustee)

By: _____
James Stockman (Trustee)

By: _____
Ron Nurnberger (Superintendent)

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ARTICLE IV – CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not during the period of this Agreement, directly, or indirectly engage in or assist in any strike, as said term is defined by the Public Employment Relations Act. The Board also agrees that it will not, during this period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- B. Scheduled days and hours of student instruction, which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by city, county, or state health authorities) will be rescheduled as prescribed by law. Teachers shall be excused from reporting for school on those days on which school is closed due to the above conditions and shall suffer no loss of salary, except that teachers shall work any rescheduled days and hours with no additional compensation. Once notification has been made that schools are closed due to the above conditions, the decision will not be reversed. The notification to close school or delay will be made at least one hour before teachers are required to report. School closings shall be reported on local radio stations and staff informed with established telephone procedures.
- C. Teachers who have been previously scheduled to take paid leave under this Agreement on a day(s) of pupil instruction that is cancelled due to the conditions specified in this Article, shall not have their absence on such day(s) charged against paid leave provided that the teacher works any required rescheduled day(s) and/or hours of instruction without additional compensation as specified in this Article.
- D. Snow days and hours which are required to be made up will be made up during the school year. Remainder of snow days shall be made up at the end of the contracted school calendar.

ARTICLE V – SCHOOL CALENDAR

- A. The parties agree that the school calendar is to be negotiated. The establishing of the starting day is not negotiable in accordance with Public Act 112, and further agrees that the school calendar shall be set forth in Appendix A. Any deviation shall be by mutual written consent.

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- B. The school calendar shall be coordinated to the extent possible with the Intermediate School District. Machinery for insuring its mutuality shall be established between the school districts and the Association, whenever possible.
- C. The District will deliver 5 days of professional development required under Section 1527, Revised Code directed by the Superintendent.
- D. The term “vacation” shall not appear in the calendar. “Recess” is the preferred term.

ARTICLE VI – ASSOCIATION DUES OR FEES AND PAYROLL DEDUCTIONS

Any teacher who is a member of the Association, or who has applied for membership, will sign and deliver to the Board, before the first payroll, an individual assignment authorizing deduction of dues, assessments, and contributions in the Association. The Association shall establish this sum.

- A. Each bargaining unit member shall, as a condition of employment:
 - 1. On or before thirty-days (30) from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union, or
 - 2. Pay a Service fee to the Union, pursuant to the Union’s “Policy Regarding Objections to Political-Ideological Expenditures” and the “Administrative Procedure” adopted pursuant to that policy. The Service Fee shall not exceed the amount of union dues collected from union members. The bargaining unit member may authorize payroll deduction of such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the union, deduct the Service Fee from the bargaining unit member’s wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Monies so deducted shall be remitted to the Union, or its designee, no later than twenty-days (20) following deduction.
- B. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Union has established a “Policy Regarding Objections to Political-Ideological Expenditure.” That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- C. Any bargaining unit member who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments

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and contributions to the Union as established by the Union. Such authorization shall continue in effect from year-to year unless revoked according to the procedures outlined in the Michigan Education Association (MEA) constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten-months (10), beginning September and ending in June of each year.

- D. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such bargaining unit member and make appropriate remittance for MEA Financial Services programs and annuities, MESSA programs not fully Employer-paid, credit union, savings, bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Union and the Employer.

ARTICLE VII – REVIEW OF AGREEMENT

Representatives of the Board and Association may meet from time to time to review the administration of this Agreement. Times of such meetings shall be by mutual agreement between the parties when the teachers involved are free from instructional responsibilities.

ARTICLE VIII – GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been an alleged contract violation, misinterpretation, or misapplication of any provision, of this Master Agreement may be processed as a grievance as hereinafter provided.
- B. In the event that a teacher believes there is a basis for a grievance, that teacher shall first discuss the alleged grievance with the Superintendent either personally or accompanied by his/her Association representative. The grievance must be filed within thirty (30) workdays of the occurrence of events giving rise to the grievance. If an Association representative is to accompany the teacher, the Superintendent shall be notified at least five (5) days prior to the meeting so that he also may have a representative present.
- C. If, after discussion between teacher and Superintendent, a grievance still exists, he/she may invoke the formal grievance procedure through the Association on a form accepted by the Board and Association, signed by the grievant and a representative of the Association. The form shall be available from the Association representative. A copy of the grievance form shall be delivered to the Superintendent. All grievances presented or appealed under this Agreement:
1. shall be signed by the grievant(s);
 2. shall contain the date when the alleged violation occurred;

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3. shall contain a complete statement of the facts giving the rise to the grievance and the section(s) of this Agreement alleged to have been violated;
 4. shall specify the relief or remedy requested
- D. Within five (5) workdays of the receipt of the written grievance, the Superintendent shall meet with the Association in an attempt to resolve the grievance.
- E. The Superintendent shall indicate his disposition of the grievance in writing within five (5) workdays of such meeting and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) workdays of such meeting, the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board of Education. The Board, no later than at its next regular meeting, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than five (5) workdays thereafter. A copy of such disposition shall be furnished to the Association. Utilization of this step of the grievance procedure shall be optional with the Association.
- G. If the Association is not satisfied with the decision of the grievance by the Superintendent, or the Board, or if no decision has been made within the period provided above, the association may file a demand for arbitration with the American Arbitration Association in accordance with its rules and regulations. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. For any matter for which the Michigan Teacher Tenure Act provides a remedy, the teacher may within thirty (30) days elect a remedy as provided either under the Act or file a grievance within the timelines provided in the grievance procedure. Where a grievance is filed and the teacher subsequently invokes procedure under the Act, the grievance shall be withdrawn. Action by the Board not to renew the contract of a probationary teacher or non-renewal in an extra-duty assignment shall not be subject to arbitration.
- H. The fees and expenses of the arbitrator shall be shared equally by the parties.
- I. The term “calendar” days when used in this article shall mean school calendar workdays. Time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement.

ARTICLE IX – ASSOCIATION RIGHTS

- A. The Association and its representatives shall have the right to use assigned school buildings at reasonable hours for meeting, provided that when special custodial service is required, the Board

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- may make reasonable charge therefore. No charge shall be made for the use of schoolrooms. The administration shall be notified when the Association is going to hold a meeting in the school.
- B. The Association shall be the only teacher organization having exclusive right to use school facilities and equipment, including typewriters, computers, other duplicating equipment at reasonable times, when such equipment is not otherwise in use. The Association, when using District technology, must be in compliance with acceptable use policy of the District as it appears in the Board Policy manual. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. The administration shall be notified when the Association uses school facilities and/or equipment.
- C. The Association shall have the right to post notices of activities and matters of Association concern on a teacher bulletin board placed in the teacher's lounge. The administration may place notices of concern to the teachers on the bulletin board in the teachers' lounge.
- D. The administration shall consult with the appropriate department or teachers on any revisions of educational policy. For example, changes including but not limited to curriculum.
- E. The rights granted herein to the Association shall not be granted or extended to any competing labor organization. The Board shall place on the agenda of each regular Board meeting, matters brought to its attention by the Association so long as those matters are made known to the Superintendent's office forty-eight (48) hours prior to said regular meeting.
- F. At the beginning of each school year the Association shall be credited with two (2) days to be used by teachers who are officers or agents of the Association without loss of pay. Such use is to be at the discretion of the Association with advance notice to the Superintendent. The FEA will make every effort to conduct union business outside of regular school hours.

ARTICLE X – TEACHER EVALUATION

- A. Each teacher, upon employment or at the beginning of the school year, whichever is later, shall be appraised in specific terms of the teacher's responsibilities.
- B. It shall be a major administrative responsibility to assist teachers to become oriented to the district and improve instruction through direct observation of the teacher's work and provision of written summaries of those observations together with any recommendations the administrator may have for the teachers. The performance of all teachers shall be evaluated in writing. The Tenure Act requires one evaluation for probationary teachers, based on at least two observations sixty (60) days apart. Tenure teachers not formally evaluated within a three year period in a given school year shall be considered to have performed competent work. All recorded observations shall last at least thirty (30) minutes. Tenured teachers will have an evaluation at least once every 3 years.

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- C. When an observation of a teacher is made, the administrator shall prepare and submit a written report and written recommendation to the teacher within twenty-five (25) days of a recorded observation. All written reports shall contain a definite statement as to whether the teacher's work is satisfactory or unsatisfactory. Evaluations will be conducted under the agreed upon form.
- D. If an administrator believes a teacher is doing unacceptable work the reasons therefore shall be set forth in specific written terms as shall an identification of the specific ways in which the teacher is to improve and/or assistance to be given by the administrator. Any reprimand of the teacher shall be in private and in accordance with Article XII, Section C.
- E. A teacher who disagrees with an observation or recommendation may submit a written answer which shall be attached to the file copy of the observation in question and in accordance with Article XII, Section A.
- F. Teacher evaluations shall not be the basis of grievances processed under Article XIII.

ARTICLE XI – PERSONNEL FILES AND RECORDS

- A. A teacher will have the right to review the contents of all records excluding initial references, of the district pertaining to said teacher originating after initial employment.
- B. No disciplinary or evaluative material originating after initial employment shall be placed in a teacher's personnel files unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the materials in question. If the teacher believes that the material to be placed in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure except as noted in Article X, Section F, whereupon the material shall be corrected or expunged from the file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the contents of the teacher's personnel file. The exception to this is if the Board chooses to add personal comments of a positive nature that would be advantageous to the teacher.

ARTICLE XII – DISCIPLINE OF TEACHERS

- A. No bargaining unit member shall be disciplined (including reduction in compensation, reprimands, suspensions, discharges, or other actions of a disciplinary nature) without just cause. Any such discipline shall be subject to the grievance procedure in Article VIII above including arbitration. The specific grounds forming the basis for disciplinary action will be made available to the bargaining unit member and Association in writing.

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- B. A bargaining unit member shall be entitled to have present an Association representative during any disciplinary action when such action will become part of the bargaining unit member's personnel file. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative is present. Administration is also entitled to a representative.
- C. The Board agrees to follow a policy of progressive discipline, which minimally includes verbal warning, written warning, and reprimand, suspension with pay, with discharge as a final and last resort. Any disciplinary action taken against a bargaining unit member shall be appropriate to the behavior which precipitates said action.
- D. Any complaint made against a bargaining unit member or person for whom the bargaining unit member is administratively responsible by any parent, student, or other person will be called promptly to the attention of the bargaining unit member. Any complaint not called to the attention of the bargaining unit member may not be used as the basis for any disciplinary action against the bargaining unit member. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personal file unless such matter is reported promptly, verbally, and in writing to the teacher concerned.
- E. If discharge of a bargaining unit member is to be considered because of inadequacies observed in the bargaining unit member's professional work with students, such action must be preceded minimally by:
 - 1. Repeated observations of the inadequacies by the bargaining unit member's supervising administrator through the observation process described elsewhere in this Agreement.
 - 2. Clear directions that the bargaining unit member must improve and the consequences of failure to do so.
 - 3. Adequate opportunity for the bargaining unit member to make improvements.
 - 4. Intensive assistance from administrators and school district resources to help the bargaining unit member improve. The aforementioned standards do not apply to probationary teachers.
- F. No bargaining unit member shall be disciplined in the presence of his/her students.
- G. Teachers shall not be disciplined for a student's misuse of the internet.

ARTICLE XIII – RIGHTS OF THE BOARD

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities

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conferred upon and vested in it by the laws and constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative operational control of the school system and its properties and facilities, and the operational activities of its employees.
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees subject to the provisions set forth in this Agreement.
 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.
 4. To decide upon the means and methods of instruction, the duties, responsibilities and assignments of teachers and other employees with respect to administrative activities. The Board will consult with the affected teachers with respect to these matters.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the provisions 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 XIV – TEACHERS RIGHTS

- A. Nothing contained in this contract shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan Revised School Code, Tenure Act, or any other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law.
- B. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board unless it has an adverse effect upon the school and its students.
- C. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status. Membership in the association shall not be denied to any teacher because of race, creed, sex, marital status, or national origin.

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- D. No secondary teacher shall be assigned more than six (6) preparations per day unless otherwise mutually agreed.
- E. The normal teaching day shall not exceed seven (7) hours and fifteen (15) minutes or unless otherwise mutually agreed. Teachers will make every reasonable effort to meet with a parent/guardian upon request outside the normal school day. All secondary teachers shall have a thirty (30) minute duty-free lunch.
 - 1. All secondary teachers shall have a planning period of a minimum of forty (40) minutes per day.
 - 2. Elementary teachers shall have a forty-five (45) minute uninterrupted, duty-free, lunch break, in addition to one fifteen (15) minute morning recess break a day provided that one teacher shall cover morning recess on a rotational basis as needed. Also, a fifteen (15) minute break on the three (3) days a week that the teacher is not required to attend the children's recess. Elementary teachers shall receive thirty (30) minutes of released time for planning, to be scheduled during the student instructional day.

This section may be modified in the event that the state requires more hours of pupil instruction than can be realized by the foregoing schedule. Such modification shall not exceed the changes necessary to meet state requirements. The state has stipulated that a minimum of 1,098 instructional hours be required for each student.

- F. All bargaining unit members shall be given written notice of any changes in their subject area or their assignment for the forthcoming school year no later than May 30th. If such notice shall represent a change in the assignment currently held by the bargaining unit member, such assignment will be made only upon prior consultation with affected bargaining unit member and notification of the Free Soil Education Association.

For the 2009-10 school year only, notice of assignment shall be given no later than June 30th; however every effort will be made to provide notice of assignment prior to that date. In emergency situations, the District reserves the right to finalize teacher assignments up to the end of the first week of school. Such emergency shall be for unforeseen financial hardship or staffing needs based on per grade student population. It is further understood that teachers will not be disciplined or negatively evaluated for incomplete plans and classroom preparation when finalization of teaching assignments is after August 15th and that such preparation will be extended to September 30th.
- G. All Bargaining Unit Members and their spouses will be issued free athletic passes with the understanding that members will act in a supervisory capacity.
- H. The pupil teacher ratio given aspect of an effective educational program. The administration shall adjust the class size when possible, when such adjustments will improve the educational program, consistent with available facilities and financial resources.

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ARTICLE XV – TEACHER PROTECTION

- A. Any case of assault upon a teacher shall be reported promptly to the Board or its designated representative. The Board will reimburse the teacher who is the victim of a school related assault for the cost of one legal consultation per incident to advise the teacher of his/her rights and obligations with respect to such assault.
- B. Time lost by a teacher, who is the victim of an assault shall not be charged against the teacher's sick leave.
- C. Privacy Rights of Employees. The Board recognizes the employee's right to have the consideration of his or her dismissal, suspension, discipline or the consideration of periodic personnel evaluations conducted by the Board of Education in a closed hearing pursuant to the provisions of the Open Meetings Act and Freedom of Information Act, at the request of the named employees. The Board further agrees that any request by a third party shall be handled in accordance with the Freedom of Information Act. The Board shall promptly inform the employee of such request. The provisions of this article shall not prevent the Association from having access to any employment records reasonably related to its duties as the exclusive bargaining representative.
- D. The Board recognizes that it is the responsibility of the administration to give reasonable support and assistance to teachers with respect to the maintenance of student discipline in the classroom, the general school facilities, or school related sites.

ARTICLE XVI – INSTRUCTIONAL MATERIALS

- A. The Board and Administration recognize that appropriate texts, library references, maps, laboratory equipment, computer, computer software, audio-visual equipment, art supplies, athletic equipment, etc., are tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of these tools for the upgrading of the educational system. Whenever possible, Educational materials shall be ordered by July 1st for the following school year.

ARTICLE XVII – SENIORITY, REDUCTIONS IN PERSONNEL, AND RECALL

- A. Seniority is defined as the length of service within the district as of a teacher's first working day. When teachers have the same seniority date, a coin toss will be used to determine the order of seniority.
- B. A teacher shall lose seniority rights if he/she retires, resigns, or is discharged.

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- C. In the event of a need to layoff due to decreased student enrollment, shortage of revenue, or increases in costs of operation forcing cuts in programs, teachers will be notified of layoff in writing no less than 45 calendar days prior to the effective date of the layoff, however the district shall make every effort to provide the teacher(s) with as much advance notice of layoff as possible.

The order of such reduction will be as follows:

1. Probationary teachers shall be laid off first, provided they are fully certified and fully qualified tenure teachers available to perform the duties of the positions the probationary teacher is vacating, or the position the teacher is vacating is being eliminated all together.
 2. If reduction of tenured teachers becomes necessary, the tenured teachers shall be laid off on the basis of seniority, provide there is a more senior tenured teacher who is fully certified and fully qualified available to perform the duties of the position the tenured teacher is vacating, or the position the tenured teacher is vacating is being eliminated all together.
- D. If, for any reason, the Board anticipates a reduction in staff, it shall, prior to taking formal action, consult with the Association to receive recommendations regarding priorities and procedures to be followed.
- E. Tenured teachers shall be recalled to the next available vacancy for which the teacher is fully certified and fully qualified. Including meeting the “highly qualified” requirements of the NCLB and related regulations as defined by the Michigan Department of Education according to the qualifications established and required for the position by the Board, in reverse order based on seniority. If no tenured teachers are fully certified or qualified for the opening, then probationary teachers shall be recalled in reverse order of seniority provided they are fully certified and fully qualified for the opening. The provisions of this layoff and recall procedure will conform with the requirements of the Michigan Teachers’ Tenure Act.
- F. The Board shall give written notice of recall from lay off by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher’s address as it appears on the Board’s records shall be conclusive when used in connection with lay-off, recall, or other notice to the teacher.
- G. A teacher who has received a notice of recall by registered or certified letter shall respond to said letter within ten (10) days. In the event that the letter is undeliverable the teacher shall lose their right to recall.
- H. Refusal or acceptance of a position that is not equivalent in time to the position previously held shall not affect a teacher’s recall rights.
- I. An administrator, previously tenured in the district, shall have 3 years to move back into a teaching position without loss of seniority.

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- J. When a vacancy occurs, that vacancy will be filled when possible from qualified applicants of the Bargaining Unit who meet the qualification requirements for the positions established by the Board, which shall include being “Highly Qualified” as defined by the Michigan Department of Education, where applicable. In filling said vacancy the Board agrees to give due weight to the professional background of the applicant. Professional background will be weighted according to 1) certification, 2) qualifications, 3) experience similar to the vacant position, and 4) seniority. Positions as above described shall be posted at least 10 school calendar days prior to being filled. During the summer months when regular school is not in session, the Board will post all vacancies as above described and shall also forward at the same time copies of said vacancies to all Bargaining Unit Members. Positions so posted shall remain posted at least fifteen (15) calendar days prior to being filled. Applications shall be made in the same manner as above described. Likewise, these positions shall be filled on the same basis as provided in paragraph above.
- K. Teachers shall not be assigned outside the scope of their teaching certificates or qualifications established and required for the position by the Board. To be “qualified,” a teacher must also meet the “high qualified” requirements of the No Child Left Behind Act and related regulations, as defined by the Michigan Department of Education.

ARTICLE XVIII – LEAVE OF ABSENCE WITH PAY NOT CHARGED TO SICK DAYS

- A. At the beginning of every school year each teacher shall be credited with two days to be used for the teacher’s personal business. A teacher planning to use a personal leave day shall notify the Administration at least one (1) day in advance, except in cases of emergency. Personal business days shall not be used the day before or day after the following school ‘recess’ days unless approved by the Superintendent 48 hours prior to requested day (s). They are: Labor Day, Thanksgiving, Christmas, Spring Break and Memorial Day (if school is scheduled to be in session the day after Memorial Day). In case of emergency, including but not limited to personal accident/hospitalization, family illness, etc., the 48 hour notice shall be waived, upon approval of the Superintendent or designee.
- B. Any teacher called for jury duty during school hours or subpoenaed to testify during school hours in any judicial or administrative matter, or asked to testify in any arbitration or fact-finding shall be paid the difference between his/her salary and fees earned for such time.
- C. One leave day shall be given to each teacher at the beginning of each school year to be used for Professional Development, with prior approval of the Superintendent. Professional leave days not used shall be accumulated up to a maximum of two (2) days. Additional professional leave days may be granted at the discretion of the Superintendent.

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- D. Any teacher shall be given up to five (5) consecutive workdays for the purpose of childcare.

ARTICLE XIX – LEAVE OF ABSENCE WITHOUT PAY

- A. Upon written application of a bargaining unit member the Board shall grant a general leave of absence without pay, for a period of not less than one semester, and not more than one school year. Such leave may be extended for a second year, subject to Board approval. Leaves of less than one semester may be granted at the discretion of the Board.
- B. During a leave granted under this article a bargaining unit member shall receive no fringe benefits or other compensation paid by the Board, but he/she shall be allowed to continue, at his/her own expense following satisfactory arrangements with the Superintendent and the carrier, any group fringe benefit plans available under this Agreement, except as otherwise provided under the Family & Medical Leave Act.
- C. A bargaining unit member returning from or wishing to request an extension of a leave under this Article shall notify the Superintendent in writing of his/her intent to do so by April 1 of the leave year (November 1 if the leave expires at the end of the first semester). Upon return from such leave the teacher shall be placed in the same assignment, or as nearly the same as possible, as that which was held prior to the granting of leave, in accordance with his/her seniority, certification and qualifications.
- D. No advancement on the salary schedule shall occur during a leave granted under this Article. No seniority shall accrue during such leave unless the purpose of the leave, so stated in the letter of application, is to further the bargaining unit member's formal education in a school-related academic endeavor.
- E. It is expressly understood that the Board is under no obligation to allow more than one leave under this Article to be in effect among the entire bargaining unit at any one time; nor shall anything in this section prevent the Board from granting more than one leave at its discretion.
- F. Parent/Child/Spouse Care: A leave of absence shall be granted to any employee for the purpose of parent, child or spouse care. Said leave shall commence upon request of the employee. Date of return shall be established in advance by mutual agreement of the Board and the Bargaining Unit Member. Written request for extension of leave must be received by the Administration no later than thirty (30) days prior to the expiration of the leave. In no case shall a leave of absence last more than two (2) years.
- G. Leaves of Absence/Family Medical Leave Act
1. General Provision To the extent required by the Family and Medical Leave Act, an eligible bargaining unit member shall be granted leave and the other rights specified by that law. When leave is taken by an eligible bargaining unit member under the Family and Medical

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Leave Act, the Employer shall likewise enjoy all rights afforded it by that law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the Family and Medical Leave Act, including Employer and eligible bargaining unit member rights and responsibilities, shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency. This provision does not confer upon bargaining unit members' greater rights or benefits than those for which they may be eligible under the Family and Medical Leave Act.

2. Specific Provisions

a. "Substitution" of Leave for FMLA Leave

01) For purposes of the Family and Medical Leave Act sick leave allowed and which is taken under this Article shall be charged against the teacher's leave entitlement under the Family and Medical Leave Act, at the election of either the Board or the teacher. This shall apply to:

- i Sick leave which is utilized pursuant to this Article to care for a family member (child, spouse or parent) with a serious health condition including where a teacher must make arrangements for necessary medical and/or nursing care.
- ii Sick leave which is utilized pursuant to this Article due to a serious health condition which renders the teacher unable to perform the functions of his/her job. Eligible employees shall be granted unpaid leave to the extent required under the provisions of the Family and Medical Leave Act for the purposes and subject to all of the terms and conditions of that Act and its implementing regulations. Any unpaid leave, which is otherwise available under the provisions of this Agreement for the same purposes for which leave is required to be provided under the Family and Medical Leave Act, shall be used concurrently with the leave provided under the Family and Medical Leave Act and shall be credited toward fulfilling the leave entitlement of an eligible employee under the provisions of the Act to the extent permitted by the Act and its implementing regulations. Any paid leave, which is otherwise available under this Agreement for the same purposes for which leave is required to be provided under the provisions of the Family and Medical Leave Act, shall be used concurrently with the leave provided under the Family and Medical Leave Act and shall be credited toward fulfillment of the leave entitlement of an eligible employee under the Act to the extent permitted by the Act and its implementing regulations.

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b. Notice of Intent to Take Leave

Teachers accessing leave under this Section shall provide written notice of their intent to take leave at least thirty (30) days prior to the date on which leave is to commence where the need for leave is reasonably foreseeable. If the teacher must begin medical treatment soon, or if the need for leave is not foreseeable, notice shall be given as promptly as is practicable under the circumstances.

c. Medical Verification

01) Employees taking leave under this Article for medical and/or psychological reasons shall provide, at the Board's request, appropriate verification of the necessity for leave and the employee's fitness to return to duty at the conclusion of the leave. The Board has the right to require that a second opinion (at Board expense) be obtained. If that opinion differs from that of the employee's health provider, the employee and Board (with consultation with the Association, if requested by the employee) shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Board, employee and Association. The cost of this examination shall be paid by the Board.

02) The Board shall have the right to require re-certification of the teacher's fitness to return to duty at the expiration of the leave period.

d. Intermittent Leave (special rules/instructional employees)

01) Where an instructional employee requests intermittent leave or reduced schedule leave to which the instructional employee is entitled under the Family and Medical Leave Act and would be on leave for more than twenty percent (20%) of the total number of working days over the period the leave would extend, the Board may require that the instructional employee:

- i take leave for a period not to exceed the duration of the planned treatment (or);
- ii transfer temporarily to an available alternative position for which the instructional employee is certified (or approved, as applicable) and qualified (and which has equivalent pay and benefits) where the temporary transfer would better accommodate the need for recurring leave, in comparison to the instructional employee's current assignment.

e. Return from FMLA Leave

01) Upon return from leave, the teacher shall be restored to either the same position from which leave was taken or to a position for which the teacher is certified and qualified.

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- 02) Assignment to a position for which the teacher is certified and qualified shall be considered as restoration to an equivalent position for purposes of applying the Family and Medical leave Act. Restoration maybe denied in the event of a reduction in personnel under Article XIX of this Agreement, or failure to meet the qualifications as otherwise provided by the contract.
- f. Recovery of Insurance Premiums
- 01) The Board will continue premium payments for health care benefits up to twelve (12) weeks for a teacher who has been granted a leave for his/her own serious health condition, to care for a seriously ill family member or for the birth or adoption of a child pursuant to the Family and Medical Leave Act. If the teacher fails to return from leave at its expiration (except in the event of the continuation, onset or recurrence of a serious health condition of the teacher or other circumstances beyond the teacher's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval, with the exception of any such premiums attributable to utilization of paid leave under this Agreement. These amounts may permissibly be deducted from any wage or other payments due the teacher, with any deficiency to be remitted by the teacher to the Board within fifteen (15) days of demand.
- 02) If an eligible employee fails to return from an unpaid leave during which the employee received a continuation of paid benefits under the Family and Medical Leave Act, the amount paid or continuation of these benefits shall be repaid to the Board, unless the employee was otherwise entitled to the continuation of the benefits under other sections of this agreement. Repayment shall be made within fifteen (15) days after a demand for payment or according to a repayment plan agreed upon between the employee and the Board. Any amount, or portion thereof, which is owing to the employee. Any remaining deficiency owing for repayment may be collected by initiating legal action against the employee for repayment, if not remitted within fifteen (15) days after the demand for repayment is made.

ARTICLE XX – ILLNESS AND DISABILITY

- A. At the beginning of each work year, each teacher will be credited with ten (10) days sick leave, the unused portion which shall accumulate from year to year, up to and including one hundred thirty (130) days. The sick leave days may be taken by a teacher for the following reason and subject to the following conditions:

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1. Personal Illness or Disability – The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability, which shall include, in part, all disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from and shall be treated on the same terms and conditions as are applied to other temporary disabilities, including but not limited to, those terms and conditions involving commencement and duration of leave, accrual of seniority, reinstatement, continuance within insurance program, etc.
 2. Medical or Nursing Care – The teacher may take days to make arrangements for medical or nursing care for a member of his/her immediate family (see definition in paragraph H (1)).
 3. Illness in the Immediate Family – Immediate family shall be defined as in paragraph H (1). Additional days may be granted upon approval of the Superintendent and charged to sick leave. The number of days shall be limited to ten (10) annually for this purpose unless you are the primary care giver.
 4. Other purpose as determined by the Family Medical Leave Act
- B. When a teacher is ill or physically disabled, he/she shall call the provided telephone number before 7:00 a.m., or as soon as possible thereafter. If notice has been given the day before, the telephone call is unnecessary.
- C. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leaves available shall be granted a leave of absence without pay for the duration of such illness or disability for up to one year; such leave may be renewed each year, upon written request by the teacher, and Board approval. Upon return from leave the teacher shall provide written medical verification that the teacher can perform essential job functions of his/her assignment. The Board agrees to continue to provide the health insurance benefits provided for by this collective agreement for the duration of that contract period.
- D. A set rate of one-half the substitute pay will be paid to the teacher for unused sick leave (up to 130 days) at the time he/she leaves the school district.
- E. A doctor's excuse may be required for sick leave credit. Medical verification of illness may be required where an alleged pattern of absences exceeds six (6) days or when an employee is off on paid sick leave for four (4) or more consecutive days. Sick days and hours used for doctor appointments or other health care appointments, due to a chronic condition or necessary for ongoing specialized care, including but not limited to diabetes, cancer care, fibromyalgia, physical therapy, shall not be recognized as a pattern of misuse.
- F. By October 1st of each year, the Board will provide each teacher with a written statement of the teacher's accumulated illness or disability leave days.
- G. In case of death, any unused sick leave shall be paid in a lump sum to the survivor previously named by the teacher. Such payment shall be computed by multiplying the number of sick days (up to 130 days) times one-half the substitute pay per day.

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H. Bereavement Leave/Other Leaves

Leaves of absence with full pay not chargeable against the teacher's sick leave shall be granted for the following reasons:

1. A maximum of three (3) days for a death in the immediate family which refers to the immediate family consisting of parents, spouse, parents of spouse, children, grandparents, grandchildren, brothers, sisters, or any other person(s) living in the same household of the employee.
2. Death in other than the Immediate Family – The teacher may take days to attend the funeral of any person. Absences in these cases are limited to one day. Additional days may be granted upon approval of the Superintendent. Such days shall be deducted from sick leave.

ARTICLE XXI – INSURANCE PROTECTION

- A. The Board shall provide to the bargaining unit members, the following MESSA-PAK: For a full twelve (12) month period for the bargaining unit member and his/her eligible dependents as defined by MESSA. The employer shall sign an employer participation agreement. In addition to MESSA-PAK the employer will provide to the bargaining unit member, health coverage for sponsored dependents as defined by MESSA, for a full twelve (12) month period. Bargaining unit members not electing MESSA-PAK Plan A will select MESSA-PAK Plan B. Any contribution amounts exceeding the Employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.
- B. The District shall switch to MESSA Choices health insurance with the current employee contribution 3% of salary. If the proposed Headlee Override election fails, the district shall attempt to negotiate with the union a change in health coverage to a health savings account.

Plan A Includes:

- Health: Choices II (2003 revised)
- LTD: 60% beginning upon termination of 65 calendar days or exhaustion of employee's sick leave, whichever is greater, includes:
- Mental and nervous conditions (standard MESSA wording)
 - Alcoholism or drug addiction (standard MESSA wording)
 - Rehabilitation clause (50% or rehabilitation) offset
 - Lay-off provision of up to three (3) months
 - Family Social Security offset
 - Pre-existing condition (standard MESSA wording)
 - Two-year own occupation clause

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No additional waiting period for recurrent disability or any new disability occurring in the same year, after an employee has returned to active employment

Rx: \$5.00
Dental: 100/90/90/60: UCR (\$1500)
Life: 20,000 term life; 90 day modify fill
Vision: VSP-3
AD&D: \$20,000.00 PAK

Plan B Includes: (2003 revised)

LTD: 60% beginning upon termination of 65 calendar days of exhaustion of employee's sick leave, whichever is greater, including:
Mental and nervous conditions (standard MESSA wording)
Alcoholism or drug addiction (standard MESSA wording)
Rehabilitation clause (50% or rehabilitation) offset
Lay-off provision of up to three (3) months
Family Social Security offset
Pre-existing condition (standard MESSA wording)
Two-year own occupation clause
No additional waiting period for recurrent disability or any new disability occurring in the same year, after an employee has returned to active employment

Dental: 100/90/90/60: UCR (\$1500)
Life: 20,000 term life; 90 day modify fill
Vision: VSP-3
AD&D: \$20,000.00 PAK

- C. Employees not wishing to have the health insurance may elect at a maximum cost to the Board of \$240.00 per month, any of the MESSA and/or MEFSA options. If a husband and wife are both members of this Bargaining Unit, one shall elect Plan A and other shall elect options.
- D. Teachers assigned less than full time but at least one-half time, shall receive Plan B without cost to the Bargaining Unit Member, or Plan A on a pro-rata basis, based on Plan A costs for that member. Teachers assigned less than one-half of a full schedule shall receive the benefits in Plan B, or Plan A on a pro-rata basis based on Plan A costs for that member.
- E. The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for the full twelve-month period commencing September 1st and ending August 31st, even though the teacher may not be returning to the next school year. The open enrollment period shall be established jointly by the Board, the Association, and insurance company representative, including opportunities for summer pre-enrollment and fall open-enrollment as well as whenever group or individual subsidy amounts

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increase or decrease, affecting the benefit package. The employee shall contribute 3% of salary for PAK A and Choices II. In the event that a teacher is terminated or resigns during the school year, the insurance shall be continued until the teacher has received the pro-rata portion of the twelve-month insurance year earned at the time of the termination or resignation.

- F. A teacher who is hired with an effective first work day after the first required work day of the school year shall be entitled to fringe benefits for a duration determined on a pro-rata basis.
- G. When necessary, premiums on behalf of the teachers shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- H. The Board will be responsible for providing insurance information including application, claim materials, and enrollment meetings for the above mentioned programs.
- I. Payroll deductions shall be available for all MESSA, MEFSA, and MEA programs.
 - 1. The employer shall provide a cash option in lieu of electing the health benefit. The cash amount shall be \$240.00. The employer shall formally adopt a qualified plan document pursuant to Section 125 of the Internal Revenue Service code. Members electing an annuity shall do so through a salary reduction agreement. The program will become effective on the date determined by the underwriting guidelines of the plan, but not more than ninety (90) calendar days, following the District having adopted the appropriate resolution and the parties have ratified this Master Agreement. Benefits currently being provided to bargaining unit member employees shall continue as is until the newly negotiated benefits program is in effect. All costs to implement and administer the Section 125 shall be borne by the employer.

ARTICLE XXII – RETIREMENT POLICY

- A. “Retirement” as used in this article shall mean severance of active employment with the Free Soil community School District and verification of an application from the Bargaining Unit member to the Michigan Public School/Retirement System for retirement benefits from said retirement system.

ARTICLE XXIII – COMPENSATION

- A. The basic salary of teachers covered by this Agreement is incorporated into a salary schedule format as presented in Appendix B. Appendix B Salary Schedule shall remain in effect during the designated periods.

Part-time teachers – Teachers who teach less than a normal teaching load will be defined as part-time teachers. The following will be guidelines to establish salary and fringe benefits:

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1. Part-time teachers shall have their place on the salary schedule determined by the administration in accordance with the terms of the salary schedule. Their yearly salary shall be the percent of the day paid on instructional hours they work times their appropriate step on the salary schedule.
- B. The board reserves the right to determine what credit will be given to teachers for outside teaching experience in any school district in the State of Michigan or other teaching experience in a school district accredited by a state.
- C. The Salary Schedule is based upon the regular school calendar as set forth in Appendix A and the normal teaching assignment as defined in this Agreement.
SALARY: 2008-09: 2.25%
 2009-10: 2%
- D. Longevity Steps
11-15 \$ 975.00
16-20 \$ 1125.00
21-25 \$ 1275.00
26+ \$ 1425.00
- E. Each teacher shall designate in writing on the first work day of each year one of three methods of receiving his/her salary. The three methods of payment are as follows:
 1. Paid every two weeks in twenty-six (26) equal installments.
 2. Paid every two weeks in twenty (20) equal installments.
 3. Paid every two weeks, computed by receiving pay method #1 above and receiving the remainder of his/her pay the final pay period in the month of June.
- F. Any teacher hired after September 1, 2004 shall have a salary pro-rated on the number of days for which the person is contracted during the first year. The person shall work a minimum of 92 workdays to qualify for a move to the next step. Persons working fewer than 92 work days shall not be advanced on the schedule after the first partial year, however, shall advance on a full step basis each year thereafter.
- G. Parties support the principle of continuing training of bargaining unit members and participation in community, state and federal educational projects. In addition, adequate time and training may be given for bargaining unit members to acquire the methodology and understanding required for programmatic changes instituted by the school district, with all costs covered by the Board. Additional training required for bargaining unit members to teacher assigned subject will be paid in full by the Board.
- H. Daily preparation for effective teaching requires many hours of application outside the classroom and adds to the professional responsibilities of bargaining unit members. It is agreed that requested attendance at meetings shall be kept to a minimum. Teachers will attend IEPC's as required by law.

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- I. The per diem salary rate for teachers is the teacher's Gross Salary x 1/Teacher Work Days.
- J. In the event that an employee is disabled through an injury or illness covered by Workman's Compensation, sick leave shall not be reduced and all fringe benefits in this section shall continue to remain in effect for the duration of that contract period.
- K. A teacher substituting for another teacher will accumulate equivalent compensation time for each hour they substitute. Compensation time will accumulate with the option to revert to sick days at the end of each year.

ARTICLE XXIV – TEACHER-INSTRUCTIONAL AIDE RELATIONS

- A. No secondary classroom (7th through 12th grades, with the exception of Physical Education), will exceed thirty (30) students.
- B. No elementary classroom will exceed thirty (30) students except by mutual letter of agreement between the Board and Association. An aide will be provided upon request by the association in any split class in accordance with the following:

25 or less	½ time aide;
26 to 30	A full time aide.

- A stipend of one percent (1%) of the base salary, per semester, will be paid to any elementary teacher who has a split for at least one-half of the day or high school teacher who has extra preparation time.
- C. In order to qualify as an instructional aide, an applicant must demonstrate proficiency in those skills which will be required to fulfill expectancies to the job description or an ability to acquire those skills within a reasonably short period of time on the job.
 - D. All applicants shall be interviewed by an administrator, and others as designated by the Board. Since the relationship between the teacher and aide impact the learning environment, every effort will be made to include the teacher in the hiring and assignment of the(ir) classroom aide to insure a positive and cooperative classroom environment for the students.
 - E. Notwithstanding the limits on class size specified herein, any additional students enrolled during a school year shall be accommodated within the existing classes without requiring additional teachers to be hired.

ARTICLE XXV – MISCELLANEOUS PROVISIONS

- A. All extra-curriculum assignments shall be with the approval of the administration and the teacher concerned. No later than the regular June board meeting of each year a tentative list of extra-

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curriculum assignments for the ensuing year shall be approved by the Board. Any open positions shall be posted in a conspicuous place in the school; if such openings occur during the summer recess, written notice shall be sent to each member of the bargaining unit. Qualified teachers shall have ten (10) calendar days from the date of posting to make written application for such open positions. In the event that no qualified teacher makes written application for such open positions, applicants from outside the bargaining unit may be sought. An open position for the purposes of this section shall be defined as occurring when a new position, is not reappointed by the Board, or if the position was held by someone outside the bargaining unit the previous year. Nothing in this section shall prevent the administration from temporarily appointing persons to open positions with their consent pending the close of the application period and final appointment by the Board. Qualified teacher means having at least one of the following:

1. PE Major or Minor
 2. Experience in coaching the particular sport.
 3. Background in playing the particular sport.
 4. College credit for coaches training in the particular sport.
- B. A teacher's individual contract of employment shall be issued for his/her signature no later than the teacher's first day or work according to the school calendar. The Board shall sign said contract no later than at its next meeting.
- C. A bargaining unit member engaged during the school day in arbitration on behalf of the Association with any representative of the Board shall be released for regular duties without loss of salary. All arbitration will be held at a time and place agreeable to both parties. Cost of substitutes will be divided equally between the Board and the Association.
- D. Use of Non-Certified Educational Personnel – Full or part-time, local or intermediate districts may hire non-certified, non-endorsed teachers. They may teach computer science, foreign languages, math, biology, chemistry, engineering, physics and robotics. In order to be hired, these teachers must possess an earned or graduate degree in their field of specialization. If the non-certified teacher is to be employed for more than one year, passage of a basic skills and subject area examination is required, as well as two years of occupational experience in the area related to the subject to be taught. Consistent with current law, employment of non-certified teacher is permissible only when personnel certified is not available. If continued employment is desired, then the non-certified teacher must enroll and receive credit in an approved teacher preparation program which leads to a provisional certificate. The planned program must be on file with the employing district, preparation institution and Department of Education.
- E. If a tenure teacher is to be recommended for dismissal or a probationary teacher for non-renewal based upon his or her performance, that teacher shall be notified no later than April 30 of the current school year with regard to his/her employment status for the ensuing academic year (or

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60 days prior to the teachers “anniversary” date, if initially hired after the beginning of a school year).

- F. The Association and the Board agree to negotiate the impact of the Elementary Secondary Act (No Child Left Behind Law) prior to any changes that would affect teacher working conditions, certification, teacher incentives, allocations of grant funding, and other conditions of the law. However, the foregoing notwithstanding, all teachers shall meet the requirements of the Michigan Department of Education to be “highly qualified,” where applicable by September 5, 2006.
- G. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor teacher. The Mentor teacher shall be tenured member of the bargaining unit, and have at least four (4) years teaching experience. Participation as a Mentor shall be voluntary. Every effort will be made to match Mentor teachers and Mentees who work in the same area of certification or assignment.
- H. It is expressly understood between the parties that with the exception of Guidance counselor, the advisor positions listed below are a part of the teachers’ routine responsibilities and that as such the assignment of said duties is at the discretion of the administrator with the advice and consent of the teaching staff. Due to the probability that certain traditional class and Student Council activities may involve work outside the teachers’ normal working hours, below named sponsors shall be compensated as follows:

Junior High Class Advisor	\$ 110.00
Freshman Advisor	\$ 190.00
Sophomore Advisor	\$ 303.00
Junior Advisor	\$ 190.00
Senior Advisor	\$ 303.00
Student Council Advisor	\$ 343.00
Math Counts Advisor	\$ 110.00
Quiz Bowl Advisor	\$ 110.00
Year Book Advisor	\$ 303.00
Guidance Counselor	\$1,000.00
Cheerleading Advisor	\$ 589.00
Young Author	\$ 110.00

Teachers assigned to the above duties by the administrator, may, when a conflict occurs outside the teachers’ normal working hours, find a substitute for the conflicting time period. The substitute’s name must be given to the administrator prior to the activity during which the conflict occurs.

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APPENDIX A – SALARY SCHEDULE

2008-09

STEP	BA	BA+20	BA+40/MA
1	26534	27595	28975
2	27861	28975	30423
3	29254	30423	31945
4	30716	31945	33542
5	32252	33542	35219
6	33865	35219	36981
7	35557	36981	38829
8	37336	38829	40771
9	39203	40771	42809
10	41163	42809	44950
12	43221	44950	47198
15	45382	47198	49558

2009-10

STEP	BA	BA+20	BA+40/MA
1	27065	28147	29554
2	28418	29554	31032
3	29839	31032	32584
4	31330	32584	34213
5	32897	34213	35923
6	34543	35923	37720
7	36269	37720	39606
8	38082	39606	41587
9	39987	41587	43665
10	41986	43665	45849
12	44085	45849	48142
15	46289	48142	50549

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APPENDIX B – TECHNOLOGY PROGRAM

The parties agree to implement an enhanced classroom based technology program where each teacher will be responsible for integrating technology needs into their individual class room instruction/curriculum. Equipment and network repairs shall be performed by volunteers, or shall be addressed by private vender. Teachers shall not be responsible for such repairs.

APPENDIX C – LEAD TEACHER

The District agrees to pay a member of the bargaining unit, of the Association's choosing, \$1500 to bridge student discipline and administrative functions (excluding bargaining unit personnel issues) during the Superintendent's absence.

APPENDIX D – FOOD SERVICE PROGRAMS

The District shall eliminate the Food Service Coordinator position and on-campus food service program. The District will contract with an outside food service vendor to provide breakfast and hot lunch services to the District. The District agrees to move the Food Service Aide to a general aide position with some food service responsibilities and some classroom support responsibilities.

APPENDIX E – FREESOIL SCHOOL CALENDARS

Calendar for 2008-2009

August	26	Professional Development Day
September	2	First Day of School
October	10	Professional Development Day – No School for Students
October	31	End of the First Marking Period
November	6	Parent Teacher Conferences – ½ Day for Students Conferences: 1:00-4:00 pm – 5:00-6:00 pm
November	7	Professional Development – No School for Students
November	26-28	No School, Thanksgiving Recess
December 22 – January 2		Christmas Break

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January	16	Professional Development – No School for Students (end of first semester)
February	13	Professional Development – No School for Students
March	13	End of Third Marking Period
March	19	Parent Teacher Conferences – ½ Day for Students Conferences: 1:00-4:00 pm – 5:00-6:00 pm
April	10	Good Friday – No School
May	22	Last Day of School

Calendar for 2009-2010

August	31	PD Day
September	1	Common PD Day
September	8	School Starts
October	9	PD Day– No School
November	6	End of the First 9 Weeks
November	12	Parent Teacher Conferences Conferences: 1:00-4:00 pm – 5:00-6:00 pm
November	26-27	Thanksgiving Break
December 21 – January 2		Christmas Break
January	15	End of Semester – PD Day – No School for Students
February	12	Common PD Day – No School
March	19	Third Marking Period Ends
March	25	Parent Teacher Conferences Conferences: 1:00-4:00 pm – 5:00-6:30 pm
March 29 – April 2		Spring Break
May	27	Last day of School

Calendar 2009-2010 revised: 7/24/2009

Freesoil Education Association
Contractual Agreement – 2008-2010