

**AGREEMENT**

*Between The*

**BOARD OF EDUCATION**

*Of The*

**FRANKENMUTH SCHOOL DISTRICT**

*And The*

**FRANKENMUTH TEACHERS' PROFESSIONAL  
ORGANIZATION**



**COVERING THE PERIOD**

*From*

*July 1, 2016 through June 30, 2019*

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

***I. RECOGNITION***

- A. The Board hereby recognizes the Frankenmuth Teachers' Professional Organization as the sole and exclusive bargaining representative to the extent required by Act 379 of the Public Acts of 1965 for the following employees: all Certified Classroom Teachers, Guidance Counselors, Director of Guidance, School Librarian, School Psychologist and School Social Worker, but excluding Principals, Assistant Principals, Superintendent, Assistant Superintendent, and Substitute Teachers; for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment.
- B. The term "teacher" when used hereinafter in the Agreement, shall refer to all employees recognized in this section.
- C. The word "FTPO" in this contract refers to the existing teacher organization.
- D. The Board and its administrative agents agree not to *negotiate* professional duties or compensation with individual teachers.
- E. This agreement between the Board of Education and the FTPO shall supersede any policies, rules or procedures of the Board, which shall be contrary to or inconsistent with its terms.

***II. TEACHERS' RIGHTS***

- A. With respect to matters affecting the working conditions, remuneration, and/or welfare of employees, the Board agrees that it will make no changes in present conditions and/or policies without prior consultation with the FTPO and consideration of their concerns. The administration acts as agents for the Board of Education. (This section is not intended to imply that the entire contract would be reopened but only that portion dealing with the immediate concern.)
- B. The Board and the FTPO agree to continue the policy of not discriminating against any employee on the basis of race, color, creed, gender, religion, age, or handicapping condition, and to represent equally all employees without regard to membership, participation in, or association with, the activities of any employee organization.
- C. Any complaints directed toward a teacher which can be legally forwarded to the teacher and are justifiable in the opinion of the administration shall be promptly called to the teacher's attention for clarification.

***III. ASSIGNMENT***

- A. The district retains the right to make all teaching assignments such as grade level and subject matter. Teachers will normally be informed of their tentative teaching assignment by July 1, preceding the school year in which the assignment will be made. However, it is recognized that circumstances may occur that make reassignments necessary after that date. In such cases, the district will inform the teacher as soon as reasonably possible, and will have the opportunity to discuss it with their

principal or designee

- B. Teaching assignments shall be a part of each teacher's contract, subject to revision. If revisions are made, a new contract shall be issued.
- C. A part of each faculty member's contract shall list extracurricular duties, paid or not. Administration shall endeavor to balance faculty members' extracurricular work loads.
- D. Length of Day
- Each FTPO member will indicate at the beginning of the year their desire to have a 7:30-3:20 work schedule, a 7:45-3:35 work schedule, or a comparable schedule approved by the building administrator.
  - Such additional time, not necessarily at school, as may be needed by the teacher to fulfill satisfactorily the responsibilities of running an effective classroom, such as planning lessons, grading assignments, and conferring with parents.
- E. All teachers shall have a duty-free lunch period. A teacher may be assigned during the lunch period, but it shall be considered as a compensated extracurricular assignment. If no teacher volunteers for this duty, a rotating system may be used. The Board agrees that a concerted effort will be made to avoid assigning teachers to a rotating system of noon hour supervision.
- F. No teacher shall be required to eat lunch at school unless that teacher is assigned noon hour duty.
- G. Teachers are urged to voluntarily participate in parent/teacher organizations.
- H. Parent/teacher conferences and Open House will be scheduled in the fall of each year.
1. The two evening Parent/Teacher conference sessions may be scheduled differently for each building or grade level, but will not exceed a three-hour block each day.
  2. Teachers in grades K through 4 shall schedule their own appointments for parent/teacher conferences.
  3. Each staff member shall be required to attend one 90-minute Open House, which will be scheduled in each building between pre-school week and the 2<sup>nd</sup> week of school. This requirement shall be waived for individual staff members upon approval from the administration.
- I. Assignment

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

## J. School Calendar

1. The creation of the school calendar is a part of the collective bargaining process. At the onset of negotiations, the FTPO and Board bargaining teams will negotiate school calendars to cover the life of the Master Agreement. It is expected that a tentative agreement on at least the first year can be reached so an anticipated calendar can be published even before the entire new contract is finalized.
2. The Board of Education reserves the right to set the first day of school as per Public Act 112 of 1994.
3. In the event of an emergency situation (e.g. building fire, health emergency, etc.) or “Acts of God” days, the Superintendent is authorized to delay or close school. FTPO members will not be required to report to work while school is delayed. On days when school is closed, no FTPO member shall be required to report to work.
4. In the event that State mandated hours of pupil instruction are not achieved, affected FTPO staff shall be required to work necessary pupil instruction hours to meet state minimum requirements, with said hours being added at the end of the scheduled school year. Professional Development time will not be added to the end of the calendar in lieu of pupil instruction hours lost. Staff shall receive no additional compensation for performance or work required under this section I4. Pupil instruction hours are defined as scheduled pupil instruction time plus qualified professional development time, minus hours of canceled pupil instruction forgiven, in accordance with the Michigan Department of Education.
5. If current state law specifying the number of pupil instruction hours that school must be in session is repealed or modified, causing the district to not be in compliance of state mandated levels, the Board & FTPO agree to open this section and any pertinent section of the Master Agreement for renegotiation.
6. Should the 180 student day minimum requirement be reduced during the lifetime of the calendar or future agreed upon calendars, the Board and FTPO agree to immediately revert back to no less than a 178 day student calendar.
7. Should legislative action strike the post Labor Day school start requirement, the board and FTPO agree to reopen the contract for the purpose of revising the school calendars.
8. Annually, two 3.0 hour mandatory professional development meetings will be held. The meetings will align with the last two days of the FHS final exam schedule. In the event of a snow day, two 1.5 hour school sessions will be scheduled in the 1<sup>st</sup> semester.
9. A percentage of faculty/staff meetings will be devoted to Professional Development planned around topics of student learning, instructional strategies, or curricular content. This time will meet the equivalent of one professional development day.
10. The following school calendars have been agreed upon by the Board of Education and the FTPO:

2016-2017 Frankenmuth School District Calendar

Jul-16							0
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	

Oct-16							19
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	HD	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	

Jan-17							19
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26 ER	27 ER	28	
29	30	31					

Apr-17							19
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	HD	29	

Aug-16							2
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
31	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30	31				

Nov-16							20
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
30	31	1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30				

Feb-17							18
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28					

May-17							22
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
30	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30	31				

Sep-16							20
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30		

Dec-16							15
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30	31	

Mar-17							18
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31		

Jun-17							11
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15 ER	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30		

180	Student Days	4	PD Days	1	Work Day	2	HD	No School Days	ER	183	Teacher Days
		8/30/16		9/1/16		10/14/1			1/26/17		
		8/31/16				4/28/17			1/27/17		
		January 26PM, 2017				Departure - 11:15			6/15/17		
		January 27PM, 2017							Departure - 12:30		

2017-2018 Frankenmuth School District Calendar

Jul-17							0	Aug-17							3	Sep-17							19
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
						1	30	31	1	2	3	4	5						1	2			
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9			
9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16			
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23			
23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28	29	30			
Oct-17							21	Nov-17							19	Dec-17							14
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
1	2	3	4	5	6	7				1	2	3	4						1	2			
8	9	10	11	12	HD	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9			
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16			
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23			
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30			
Jan-18							20	Feb-18							18	Mar-18							17
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
31	1	2	3	4	5	6					1	2	3					1	2	3			
7	8	9	10	11	12	13	4	5	6	7	8	9	10	4	5	6	7	8	9	10			
14	15	16	17	18	19	20	11	12	13	14	15	16	17	11	12	13	14	15	16	17			
21	22	23	24	25ER	26ER	27	18	19	20	21	22	23	24	18	19	20	21	22	23	24			
28	29	30	31				25	26	27	28				25	26	27	28	29	30	31			
Apr-18							20	May-17							22	Jun-18							11
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
1	2	3	4	5	6	7			1	2	3	4	5						1	2			
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9			
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14ER	15	16			
22	23	24	25	26	HD	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23			
29	30						27	28	29	30	31			24	25	26	27	28	29	30			

180	Student Days	4	PD Days	1	Work Day	2	HD		No School Days	ER	183	Teacher Days
		8/29/17		8/31/17		10/13/17				1/25/18		
		8/30/17				4/27/18				1/26/18		
		January 25PM				Departure - 11:15				6/13/18		
		January 26PM								Departure - 12:30		

2018-2019 Frankenmuth School District Calendar

Jul-18							0	Aug-18							3	Sep-18							19
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
1	2	3	4	5	6	7				1	2	3	4										
8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8			
15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15			
22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22			
29	30	31					26	27	28	29	30	31		23	24	25	26	27	28	29			
Oct-18							22	Nov-18							19	Dec-18							15
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
30	1	2	3	4	5	6					1	2	3	2	3	4	5	6	7	8			
7	8	9	10	11	HD	13	4	5	6	7	8	9	10	9	10	11	12	13	14	15			
14	15	16	17	18	19	20	11	12	13	14	15	16	17	16	17	18	19	20	21	22			
21	22	23	24	25	26	27	18	19	20	21	22	23	24	23	24	25	26	27	28	29			
28	29	30	31				25	26	27	28	29	30	1	30	31								
Jan-19							21	Feb-19							18	Mar-19							16
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
		1	2	3	4	5						1	2						1	2			
6	7	8	9	10	11	12	3	4	5	6	7	8	9	3	4	5	6	7	8	9			
13	14	15	16	17	18	19	10	11	12	13	14	15	16	10	11	12	13	14	15	16			
20	21	22	23	24ER	25ER	26	17	18	19	20	21	22	23	17	18	19	20	21	22	23			
27	28	29	30	31			24	25	26	27	28			24	25	26	27	28	29	30			
Apr-19							21	May-19							22	Jun-19							7
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
31	1	2	3	4	5	6				1	2	3	4	2	3	4	5	6	7	8			
7	8	9	10	11	12	13	5	6	7	8	9	10	11	9	10	11	12	13	14ER	15			
14	15	16	17	18	19	20	12	13	14	15	16	17	18	16	17	18	19	20	21	22			
21	22	23	24	25	HD	27	19	20	21	22	23	24	25	23	24	25	26	27	28	29			
28	29	30					26	27	28	29	30	31	1	30									
180	Student Day		4	PD Days			1	Work Day		2	HD			No School Days		ER			183	Teacher Days			
			8/28/2018				8/30/2018			10/12/2018					1/24/2019								
			8/29/2018							4/26/2019					1/25/2019								
			January 24PM							Departure - 11:15					6/14/2019								
			January 25PM												Departure - 12:30								



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

L. Overloads

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

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

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

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

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

O. Class coverage by one teacher for another during an “unassigned period.”

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

#### **IV. VACANCIES**

A. All vacancies will be posted electronically on the District webpage and emailed to faculty five (5) working days before the position is filled.

- B. During the summer vacation, notice will be emailed to all faculty via the district email address. Employees not wishing to check their district email may opt to provide a personal email address.
- C. It shall be the administration's responsibility to describe newly created or vacated teaching positions and to discuss the conditions and expectations for teaching positions with interested internal candidates who possess appropriate teaching certification.
- D. It shall be the teacher's responsibility to see that an accurate summer address and phone number are recorded in the school district office and, if qualified, see that the superintendent is informed in writing on the contract of any change desired in assignment.
- E. It shall be the administration's responsibility to describe newly created or vacated extracurricular positions and to discuss the qualifications and certification (if any is mandated) for extracurricular positions with applicants. The administration will review the qualifications and certification of all candidates for the position. In cases where, in the opinion of the administration, applicants' qualifications and certification (if any is mandated) are essentially equal, preference will be given to teachers currently in the school system.

**V. TEACHING CONDITIONS**

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

**VI. CLASS SIZE**

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

## **VII. GRIEVANCE PROCEDURE**

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

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

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

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

## **VIII. STUDENT DISCIPLINE POLICY**

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

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

- D. Following such a conference one of three courses of action will be taken:
1. The student will be returned to class with the understanding that he or she will correct the behavior.
  2. The student will be suspended.
  3. By mutual consent of the teachers, a student can be transferred by an administrator from one room to another.
- E. A continuous record of school discipline cases will be maintained by an administrator. This file or the administrator's conference with the teacher involved shall be used as a basis for recommendations for suspensions and intelligent administering of penalties for infractions.
- F. A student who threatens or assaults school personnel shall be immediately suspended for a period of time for an investigation.
- G. A place will be provided at all times during the school day for teachers to send students for disciplinary action. This place will be supervised by an adult or school employee. A teacher shall not be asked to provide this supervision unless it is by mutual consent.
- H. Students can await disciplinary action in this place until they have been seen by the principal or assistant principal or until they have been released from class for the day with instructions to return to the principal the following day.
- I. Whenever they are engaged in the performance of their professional duties, teachers will be responsible for student discipline.

## **IX. GENERAL CONDITIONS**

- A. The Board shall make available to the FTPO, upon its request, any and all information, statistics, and records mutually agreed to be necessary to make intelligent decisions relevant to negotiations. The FTPO shall likewise make its records available to the administration.
- B. School rooms shall be available for FTPO meetings. This excludes administrators' private offices. Requests for space shall be made to the superintendent and will be made with sufficient lead time.
- C. The superintendent may call the following meetings upon written request of the FTPO:
1. A meeting after the acceptance of this Agreement by both parties but prior to the letting of teacher contracts. In addition to the superintendent, the president of the FTPO and the chairman of the Professional Negotiating Committee should be present. This meeting shall be for the purpose of discussing the new Agreement and the checking of each teacher's contract for correctness before being let.
  2. A meeting during the summer or pre-school conference for the purpose of studying each item of the existing policies and the new Agreement for clarification and understanding. In addition to

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

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

**X. PROFESSIONAL COMPENSATION**

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

1. Salary Schedule

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

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

- a. Credits must be graduate units unless specifically otherwise approved by the superintendent.
- b. Lane movement will require a written plan which is part of the evaluation framework approved by the building principal and superintendent prior to any credits being earned. Credits earned prior to July 1, 2012, will be grandfathered and must be documented on the written plan.
- c. Credits must be for classes which apply to subjects being taught in the District or reasonably planned to be taught in the District.
- d. Post B.A. or M.A. classes taken to become certified as a teacher are not eligible for consideration for promotion to the advanced degree.

Following is the salary schedule for school year 2016-17. The parties agree that during this period a step increase will be earned effective January 1<sup>st</sup>, 2017 for all members employed as of June 30, 2016. All staff will continue to earn additional education credits that qualify them for, “lane changes” under the contract. In such cases the individual will be moved horizontally on the salary schedule. Members on Step 14 or higher as of June 30, 2016 will receive a \$1,000 off grid bonus during the 2016-17 school year only.

2016-2017 Salary				
A	B	C	D*	
0	\$36,419		\$39,035	
1	\$38,425		\$41,318	\$43,537
2	\$40,431		\$43,602	\$46,669
3	\$42,438		\$45,887	\$48,817
4	\$44,444		\$48,171	\$51,064
5	\$46,450		\$50,455	\$53,414
6	\$48,455		\$52,739	\$55,853
7	\$50,461		\$55,023	\$58,291
8	\$52,468		\$57,307	\$60,731
9	\$54,474		\$59,591	\$63,169
10	\$56,480		\$61,874	\$65,609
11	\$58,486		\$64,159	\$68,048
12	\$60,491		\$66,444	\$70,487
13			\$68,727	\$72,926
14			\$71,013	\$75,366

The parties have mutually agreed to reopen negotiations for school year 2017-18 (wages and benefits only) upon completion of the June 30, 2017 year-end audit.

The parties have mutually agreed to reopen negotiations for school year 2018-19 (wages and benefits only) upon completion of the June 30, 2018 year-end audit.

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

1. Newly hired teachers may be granted credit for less than or up to their total years of experience outside the district at the discretion of the superintendent.
2. A half-year's (one semester) experience shall be entitled to one-half increment added to the base salary.
3. The salary schedule shall not be exceeded by any classroom teacher.
4. Those on the MA (BA+35) scale by virtue of thirty-five (35) hours beyond the Bachelor's Degree (non-Master Degree) must have at least twenty-five (25) of the required thirty-five (35) hours relate to subject matter taught or work toward qualification for an additional teaching assignment.
5. Beginning with the 1994/95 school year, any individual covered by the Agreement who is assigned a work load of 70 percent or more of the maximum work load allowed under this Agreement will be considered to be employed full-time and shall be advanced one full salary step per year. This provision applies to the Frankenmuth School District and may not be consistent with the provisions of the State of Michigan Teacher Retirement Program.
6. Beginning with the 1994/95 school year, any individual covered by the Agreement who is assigned a work load of less than 70 percent of the maximum work load allowed under this Agreement will be considered to be employed half-time and shall be advanced one-half of one salary step per year. This provision applies to the Frankenmuth School District and may not be consistent with the provisions of the State of Michigan Teacher Retirement Program.

**B. Extracurriculars**

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

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

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

<i>Position</i>	<i>November</i>	<i>December</i>	<i>February</i>	<i>March</i>	<i>April</i>	<i>June</i>	<i>22/26</i>
Multi-Building							X
Debate	X	X					
Coop							X
Forensics			X		X		
Drama	X				X		
Head to Head			X		X		
Homecoming Banner Coordinator	X						
Hartley	Flexible						
Art/Science Fairs					X		
Science Olympiad					X		
Quiz Bowl	X						
School Improvement	X			X		X	
Honors Night						X	
Senior Party						X	
Field Day						X	
Art Show						X	
Student Council						X	
Hour of Code			X				
Choir and List Music Program							X
Reading Month						X	
Spelling Bee						X	
Student Congress/Discussion						X	
Senior Class Advisor						X	



FHS EFR Band Director							X
Yearbook Advisor-List						X	
Prom Chairperson						X	
Washington DC	X						
GAPP Exchange		X				X	
Spanish Trip						X	
Year-Long Positions	X		X			X	

The extracurricular schedules are based on the following Salary Schedule:

2016/2017 Base Salary	2017/2018 Base Salary	2018/2019 Base Salary
\$55,156	\$55,156	\$55,156

<b><i>EXTRACURRICULAR SCHEDULE</i></b>	
<b><i>High School Positions</i></b>	<b><i>Percent of Base</i></b>
Noon Hour Supervision 1 - Level 6	3.00
Noon Hour Supervision 2 - Level 6	3.00
Yearbook Advisor (Without Class)	3.50
Yearbook Advisor (With Class)	0.75
Prom Chairperson	1.00
Senior Party Chairperson	1.00
Art Fair Chairperson	0.50
Honors Night Chairperson	1.00
Cooperative Education Director (With Class)	3.00
Cooperative Education Director (Without Class)	6.00
Varsity Debate Coach	3.50
JV Debate Coach	2.40
Novice Debate Coach	2.00
Varsity Forensics Coach	3.50
JV Forensics Coach	2.40
Novice Forensics Coach	2.00
Drama Director (Per Play)	2.50
Vocal Music Director (w/Class)	5.00
Vocal Music Director (w/o Class)	7.0
Student Council Advisor	2.50
School Improvement	2.0

GAPP Exchange	4.0
Spanish Exchange	2.0
Quiz Bowl	1.00
Homecoming Banner Coordinator	0.50
Student Congress/Discussion	0.50
Science Olympiad Head Supervisor	3.0
Science Olympiad Assistant Supervisor	2.5
Senior Class Advisor	0.50
<b><i>EXTRACURRICULAR SCHEDULE</i></b>	
<b><i>Middle School Positions</i></b>	<b><i>Percent of Base</i></b>
Yearbook Advisor	2.00
Field Day Chairperson	0.30
Honors Night Chairperson	1.00
Noon Hour Supervision 1 - Level 6	3.00
Noon Hour Supervision 2 - Level 6	3.00
Science Fair Coordinator	1.00
Band Director	1.00
Head to Head Coordinator	2.40
Hartley Nature Director	0.75
Hartley Nature Supervisor 1	0.50
Hartley Nature Supervisor 2	0.50
Hartley Nature Supervisor 3	0.50
Student Council Advisor	1.0
Spelling Bee Coordinator	0.50
Washington DC Trip Coordinator	1.5
School Improvement	2.0
Reading Month Coordinator	.50
Hour of Code	.5
<b><i>EXTRACURRICULAR SCHEDULE</i></b>	
<b><i>List Elementary Positions</i></b>	<b><i>Percent of Base</i></b>
Field Day Chairperson	0.30
School Improvement	2.00
Hour of Code	.5
Music Program Chair	1.0
Reading Month Coordinator	0.50
Yearbook Advisor	1.5

<i>EXTRACURRICULAR SCHEDULE</i>	
<i>Other Positions</i>	<i>Percent of Base</i>
Band Director	7.00
*Multiple Building Assignment	1.00
Superintendent's Discretionary	Up to 1.00

\* In addition, the board agrees that the building administrators will communicate with each other to coordinate additional professional duties, such as hall supervision, faculty meetings, Parent Teacher Conferences, or Open House to create a reasonable expectation for these duties.

\*\*The following athletic coaches will be frozen at their 2011-2012 Schedule B salary and step: Cornelius, Culver, Drake, Keller, Kroger and Wagner.

- A. Counselors: Counselors may be assigned up to ten (10) extra days of work each per year at the discretion of the supervising building principal. The additional days shall be paid on a per diem basis, and the rate will be calculated by dividing the employee's annual base pay by 184 days.

Teachers who are asked by the Administration/Board to work additional days for the district in excess of the agreed to calendar will be paid \$150 per day. The Board and Administration acknowledge the right of FTPO members declining to work these additional days, and that declining to work additional days will not be held against the employee in regards to job assignment, performance evaluation or any employee/employer relationship.

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

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

- E. Teachers who have completed at least seventeen (17) years and not more than twenty-two (22) years of service to the District will have \$1,430 added to their base salary. Teachers who have completed at least twenty-two (22) and not more than twenty-seven (27) years of service will have \$2,861 added to their base salary. Teachers who have completed twenty-seven (27) or more years of service to the District will have \$3,959 added to their base salary.

## **XI. FRINGE BENEFITS**

The Board agrees to furnish certain fringe benefits as set forth in this section pursuant to its authority under applicable State and Federal law.

In September of the current school year, each eligible employee will complete a Cafeteria Plan Election Form.

- New hires will have insurance coverage initiated by the Board on their date of hire through December 31<sup>st</sup> and then they may elect to be fully vested in the Hospitalization /Health Care plan or may choose the cash option.
- The parties agree to the following Healthcare contributions on the part of the District:
  - Single Person Coverage Cap: \$5,500
  - Two Person Coverage Cap: \$12,870
  - Family Coverage Cap: \$15,000
- The employer will deduct pre-tax from the employee's pay the remaining balance in equal installments over 22 or 21 pays as designated by the employee.
- If two (2) or more members of a family are employed by the district and are covered by a District-provided hospitalization/health care plan, the deductions will be made from the payroll account of the principal insured and will be based on the coverage type. If the employee changes coverage type during a year, adjustments in deductions and board provided deductible will be made accordingly.

#### **Blue Cross Blue Shield Simply Blue HSA**

- For the period beginning January 1, 2017, the Board will offer the option of BCBSM SB PPO HSA \$3,000-0%: with a \$10/\$60 Rx, or BCBSM SB PPO HSA \$3,000-20% with a \$10/\$40/\$80 Rx.
- The Blue Cross Blue Shield Simply Blue HSA Plan will include a debit account (Health Savings Account) provided by the District at a local financial institution of the Board's choice. On January 1, 2017 \$3000 (Single) or \$6000 (Two Person or Family) will be credited to the employee's debit account, which will cover the yearly deductible for this plan. Employees may contribute additional money to their HSA (see employee handbook for details and tax implications).

Employees who elect to accept the board provided Health Care Plan and then drop the plan during the coverage period will reimburse the board the balance of the BCBS deductible not met by:

- A. Forfeiting the rights to the Cash Option plan listed below until balance of the BCBS deductible not met has been reimbursed.
- B. Employees who have dropped the BCBSM Simply Blue Plan during the coverage period and then later choose to re-enroll in the BCBSM Simply Blue Plan before fully reimbursing the district will receive the \$3000 (Single) or \$6000 (Two Person or Family) credit as described above minus the remaining amount to reimburse to the district.
- C. This reimbursement language is specifically meant to prevent employees from opting in and out of the HSA Plan during the coverage period in an attempt to gain a financial advantage. It does not apply to teachers who drop the plan because they are resigning their position and leaving the district.

The Board and FTPO shall meet to review the Health Care Benefit Plan when the July 1 renewal rates are available. The purpose of the meeting will be to review the increase in renewal rates and determine if the

group wishes to pursue a different plan.

### Cash Option

- Subject to the terms and conditions of this section, an eligible employee may elect not to participate in District-paid hospitalization/health care coverage and to receive additional compensation in lieu of such coverage (hereinafter called "cash option") in the event such employee receives hospitalization/health care coverage through an approved alternative source (such as through a spouse's employer-sponsored plan). An eligible employee wishing to receive the cash option must, on or prior to September 24th of each calendar year, (i) complete and submit a Cafeteria Plan Election Form and a Waiver of Health Insurance and Cash Option Plan and (ii) provide documentation sufficient to confirm that such employee is at such time covered through another major medical plan that meets the Minimum Essential Coverage requirement of the ACA's Individual Mandate.
- Provided an eligible employee wishing to receive the cash option timely submits the forms and documentation as required by the preceding paragraph, the cash option to such employee shall be in the annual amount of \$1,200, payable in monthly installments of \$100 each. Notwithstanding the foregoing, and subject to the exclusion below pertaining to married couples employed by the District, if nine or more eligible employees elect to receive the cash option, the cash option to each such employee shall be in the annual amount of \$6,000, payable in monthly installments of \$500 each. Monthly cash option installments to an eligible employee shall commence on the first day of the calendar month following the submittal by such employee of the forms and documentation as required by the preceding paragraph. No cash option payments shall be made to an eligible employee during any month in which such employee is on layoff or on leave of absence or during and after any month in which such employee has voluntarily terminated his or her employment or has been terminated by the District.
- In cases where a married couple is employed by the District and both employee spouses are participating in District-paid hospitalization/health care coverage, the married couple may designate one employee spouse as the primary insured as allowed by the insurance carrier. In such event, only the employee spouse not designated as the primary insured may elect to receive the cash option, which cash option shall be capped at an annual amount of \$1,200, payable in monthly installments of \$100 each, regardless of the number of eligible employees electing to receive the cash option.
- Each eligible employee electing to receive the cash option will be notified by the District of the total number of eligible employees electing to receive the cash option. The District shall endeavor to provide such notice within one business day after September 24th of each calendar year. In the event that nine or more eligible employees have not elected to receive the cash option in any calendar year, any eligible employee who previously elected to receive the cash option in such calendar year may elect to rescind such election and to participate in District-paid hospitalization/health care coverage, provided that such employee notifies the District of such rescission on or prior to the last business day of September in such calendar year.

#### A. Definitions and Exclusions

1. Eligible Employees and Dependents: An eligible employee is a full-time instructional or professional staff person as defined in Section I, Recognition, of this contract. Less-than-full-time instructional or professional staff and substitute teachers are excluded from coverage.
2. Full-time Employment: Teachers and professional staff will be considered full-time if they are

assigned a work load of at least seventy percent (70%) of the maximum student contact and preparation time allowed under this Agreement (excluding extracurriculars).

3. Participating Employee: A person who has applied for health insurance coverage and who has been accepted for participation, whether at the District's or at the employee's own expense.

#### B. Vision

The Board agrees to provide the teachers with SET Vision Self-Funded Plan - \$130 Frames or its FTPO-approved equivalent with 100% of premiums paid.

1. Married couples within the District may both apply for the vision plan which will then give them 100% vision coverage or the maximum coverage as allowed by the plan. It is understood that the coverage will not be more than twice the amount of regular coverage
2. Any teacher who has elected to receive a cash option in lieu of the Blue Cross Health Care should also apply for a vision care card since this benefit is still provided as a separate benefit.

#### C. Dental/Orthodontics

The Board agrees to provide teachers and their eligible dependents with the SET Self-Funded Dental Plan 80/80/80/80; \$1450/\$1450 with 100% of premium paid.

#### D. Loss of Time Insurance

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

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

#### E. Group Term Life Insurance

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

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

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

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

#### F. Religious Holidays

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

#### G. General Terms and Conditions of Benefits Administration

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

#### H. Sick Leave

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

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

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

#### I. Bereavement

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

#### J. Personal Leave

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

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



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

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

#### K. Court Appearances

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

#### L. Family Medical Leave Act

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

### ***XII. CLARIFICATION AND BOARD ITEMS***

- A. A teacher is specifically not granted tenure in extracurricular assignments nor does statement of class or subject assignment on individual contracts imply tenure in that class or subject area.
- B. Teaching of evening, Saturday, or summer classes, or assignment thereto, does not imply tenure in these positions. These assignments will not constitute a portion of the regular annual individual contract.

#### C. Professional Study Committee

1. The Board of Education, the Administration, and the FTPO wish to establish a “Professional Study Committee (PSC)”. The purpose of this Committee is to establish a forum by which the Administration and the FTPO may discuss and resolve contractual or working environment issues, to promote a positive work environment, and to maintain that level of performance and commitment associated with our peer districts and outperforming districts.
2. The Committee shall be comprised of the school Administration and the FTPO executive board.
3. The Superintendent or the FTPO President will schedule meetings on an as needed basis.
4. Meetings shall not exceed one per week.

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

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

#### D. Professional Development

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

##### 1. Seminars, Conferences, and Workshops

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

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

#### E. Leaves of Absence

1. The Board may grant a leave of absence, without pay, to a teacher for personal, professional, or civic reasons under the following terms and conditions:
  - a. The leave is requested by the teacher in writing at least ninety (90) calendar days prior to its starting date, unless an emergency situation precludes the required advance notification. In such cases, the Board may grant the leave of absence with the recommendation of the Superintendent.
  - b. If State or Federal laws do not require the District to continue providing contractual benefits during a leave of absence at the District's expense, the teacher may elect to continue such benefits at his or her own expense.
  - c. No seniority will be earned during a leave of absence **unless otherwise agreed upon by the**

**Board.**

- d. Except in cases of emergency, leaves of absence will be for a period of one (1) year and shall be scheduled to start at the beginning of the **contract** year. Leaves of different durations and starting dates other than the beginning of the **contract** year may be approved by the Board in cases of emergency with the recommendation of the Superintendent.
- e. A teacher on leave for a full **contract** year shall notify the Superintendent in writing at least ninety (90) calendar days prior to the end of the leave of absence of his or her intention to (1) return to work; (2) request an extension of the leave; or (3) resign. Failure to supply notification within the required time will constitute a notice of resignation. For leaves shorter than one **contract** year, such notification shall be made at a ratio of ten (10) calendar days' notice for each month on leave.
- f. When a teacher returns to work after a leave of absence, he or she will be assigned duties by the Superintendent subject to applicable State or Federal law and the provisions of the Master Agreement.

2. Professional

- a. Advanced Study. Dependent upon anticipated benefits to the District, and subject to the recommendation of the Superintendent and approval by the Board, a leave may be granted for:
  - 1) Study related to the teacher's certified field.
  - 2) Study to meet eligibility requirements for a field of certification other than that presently held.
  - 3) Study, research, or special teaching assignment involving probable advantage to the District.
  - 4) The teacher will carry a normally accepted full load of academic classes during the leave period.
- b. The granting of an advanced study leave does not obligate the District to utilize the teacher's services in the capacity for which the advanced study may have prepared the teacher.

3. Personal

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

year. Teachers meeting the experience requirement must request sabbatical leave in writing at least six (6) months in advance.

#### 4. Civic

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

#### F. Professional Actions

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

#### G. Definitions

##### a. Service: (Seniority)

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

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

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

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

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

- 1) Legal teacher discharge
- 2) Teacher retirement

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

4. At the end of the first semester the Board will provide the FTPO with a complete seniority list. This list will include the names and areas of certification of all teachers. The FTPO will notify the superintendent of any errors in the listing.
5. Laid off personnel shall be given the opportunity to participate (at their own expense) in any or all contracted insurance plans for a period not to exceed one (1) year. A request for such participation must be made within thirty (30) calendar days from notification of layoff.
6. Laid off teachers will retain their seniority and will not have their service broken. (In regard to seniority, a layoff is treated as a leave of absence with length of service not interrupted but seniority not accumulated during the period.)

### **XIII. GENERAL STATEMENT**

- A. Once an agreement has been reached between the FTPO and the Board, School District policies shall remain in effect except wherein abrogated by this negotiated Agreement. The affected policy item shall be replaced with the negotiated Agreement item for the duration of the current Master Contract.
- B. This agreement shall become effective July 1, 2016 and remain in effect until June 30, 2019 with an annual wage and benefit reopener which will occur following the October Pupil Accounting Report and the Fiscal Audit.

C. During its period of effect, this contract can be opened only through the mutual consent of the Board and the FTPO.

## APPENDIX A

### FRANKENMUTH SCHOOL DISTRICT GUIDELINES FOR TEACHER PARTICIPATION IN CONFERENCES

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

#### APPLICATION PROCEDURE:

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

#### CONFERENCE EXPENSES:

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

receipts are requested.

- E. The District will pay for a substitute teacher for the person attending the conference.
- 2. Early requests are recommended so that appropriate budgeting and planning can be done.
- 3. Requests for mileage and lodging reimbursement must be submitted on District forms. Receipts for lodging must accompany the request for reimbursement.



**FRANKENMUTH SCHOOL DISTRICT  
INITIAL REQUEST FOR ATTENDING CONFERENCE**

Date of Request \_\_\_\_\_ Date Received at District Office \_\_\_\_\_

Teacher's Name \_\_\_\_\_

Grade or Subject \_\_\_\_\_ Substitute Needed? \_\_\_\_\_

School \_\_\_\_\_ Name of Conference \_\_\_\_\_

Location of Conference \_\_\_\_\_ Date of Conference \_\_\_\_\_

Approximate Cost of Conference \_\_\_\_\_

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

Is Payment Requested? \_\_\_\_\_ Amount \_\_\_\_\_

For prepayment, please make check payable to: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reason for Attending \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please attach a copy of Conference Agenda

\_\_\_\_\_  
Principal's Signature                      Teacher's Signature

Conference Request: \_\_\_\_\_ Approved      \_\_\_\_\_ Denied

\_\_\_\_\_  
Superintendent Signature

**FRANKENMUTH SCHOOL DISTRICT  
OPERATIONAL PROCEDURES  
SICK LEAVE BORROWING**

1. The 2012-2015 Master Contract between the Board of Education specifies:

XII. I. 7. Teachers may borrow up to twenty (20) sick days from their own future sick day allowance. Borrowed days must be repaid within three (3) years. If a teacher leaves the District's employment while still owing borrowed sick days, the value of the days at the time they were taken will be deducted from the teacher's final check.
2. Teachers will be expected to keep reasonable tally of their own sick day bank. These can be verified with the District Office.
3. Teachers must request the days to be borrowed at the time of anticipated need. The District will not automatically provide additional sick days via borrowing. The contract words "may borrow" indicate a request, not an automatic procedure.
4. In case of debilitating illness or accident in which the teacher cannot reasonably be expected to be able to make a request, the FTPO and a representative of the Superintendent will meet to arrange appropriate "borrowing."
5. To provide clarity in requesting and granting sick day "loans," a form will be provided by the District (copy attached).
6. At the time of borrowing, a plan will be established for repayment of the days. This will be a part of the "Borrowing Form."

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

Teacher's Name \_\_\_\_\_

Date of Request \_\_\_\_\_

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

My plan to repay these days is:

School year \_\_\_\_\_ - \_\_\_\_\_: Repay \_\_\_\_\_ days

School year \_\_\_\_\_ - \_\_\_\_\_: Repay \_\_\_\_\_ days

School year \_\_\_\_\_ - \_\_\_\_\_: Repay \_\_\_\_\_ days

Teacher's Signature \_\_\_\_\_

\* Maximum of 20 days

**FOR OFFICE USE:**

\_\_\_\_\_ Approved

\_\_\_\_\_ Superintendent or Designee

Action

Initial/Date

Added to Sick Bank \_\_\_\_\_

Bank Flagged for Repayment \_\_\_\_\_

Request Form Filed \_\_\_\_\_

Teacher Notified \_\_\_\_\_

Copy to FTPO President \_\_\_\_\_

Copy to Principal \_\_\_\_\_