

# *Master Agreement*

**February 24, 2014 - June 30, 2016**

Between

**Freeland Community School District  
Board of Education**

And

**Freeland Education Association**



# TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	AGREEMENT	1
1	RECOGNITION	1
2	BOARD OF EDUCATION RIGHTS	2
3	STRIKE PROHIBITION	2
4	USE OF SCHOOL FACILITIES	2
5	GRIEVANCE PROCEDURES	3
6	TEACHING CONDITIONS	6
7	INFORMATION	7
8	RULES AND REGULATIONS	7
9	TEACHING HOURS	7
10	TEACHER EMPLOYMENT AND ASSIGNMENT	8
11	VACANCIES, PROMOTIONS, AND TRANSFERS	9
12	PROTECTION OF TEACHERS	10
13	LEAVES OF ABSENCE	10
14	SALARY SCHEDULE	13
15	GENERAL	17
16	DURATION OF AGREEMENT	18

## AGREEMENT

This Agreement is entered into by the Board of Education of the Freeland Community School District, Freeland, Michigan (the "Board" or the "Employer"), and the Freeland Education Association (the "Association"), affiliated with the Michigan Education Association and the National Education Association.

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

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

WHEREAS, The Board has a statutory obligation, pursuant to the Michigan Public Employment Relations Act, as amended, to bargain with the Association as the representative of its teaching personnel as to wages, hours, and other terms and conditions of employment; and

WHEREAS, The parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize;

THEREFORE, in consideration of the following mutual covenants, the parties agree as follows:

### ARTICLE 1 - RECOGNITION

- A. The Board recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of PERA, for all professional personnel, including personnel on tenure and probation, classroom teachers, special education classroom teachers, speech and language pathologists, teacher consultants, guidance counselors, and librarians/media specialists employed or to be employed by the Board, but excluding the superintendent, all principals, executive personnel, substitutes, and/or per diem appointments and all other personnel. The term "teacher" when used in the Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit, as defined. The term "non-teaching professional staff member" shall include those members of the Association's bargaining unit whose employment is not regulated by the Michigan Teachers' Tenure Act."
- B. The Board agrees not to negotiate wages, hours, and other terms and conditions of employment contained in this Agreement with any teacher organization other than the Association for the duration of this Agreement. The Board further agrees not to negotiate with individual teachers without notifying the Association. The Association agrees not to attempt to negotiate with any other representatives of the Freeland Community School District other than those authorized by the Board of Education, including individual Board of Education members.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights s/he may have under any Michigan or Federal law. The rights granted to teachers in this Agreement shall be deemed to be in addition to those provided elsewhere.
- D. Payroll deductions for Association dues or service fees, as authorized by the bargaining member, shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than thirty (30) days following deduction.

The Association shall indemnify and save the District harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer, or in reliance upon signed authorization cards or lists furnished to the Employer by the Association for the purpose of payroll deduction of dues.

## **ARTICLE 2 - BOARD OF EDUCATION RIGHTS**

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

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

## **ARTICLE 3 - STRIKE PROHIBITION**

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

## **ARTICLE 4 - USE OF SCHOOL FACILITIES**

- A. Upon the written request of the Association and the approval by the Superintendent or designee, meeting facilities will be made available to the Association. Such use shall be consistent with the Board's Facilities Use Policy.
- B. The Association shall have use of all equipment at times and under procedures approved by the Superintendent. The Association agrees to pay for (at school cost) all materials used for its purpose; except, the Board agrees to provide at no expense to the Association one (1) copy of the Board financial information available by law to the general public.

- C. Use of the inter-school mail service, including e-mail, shall be granted to the Association for the conducting of school or Association business only, provided all Board policies are complied with. Because the District has a legal requirement to monitor use of its computer systems and internet service, it is understood that documents sent via e-mail may be viewed by the District's non-union staff.
- D. The Association agrees to reimburse the Board for any damage to equipment entrusted to its use and care.
- E. Association meetings shall not be conducted during the assigned teacher workday.

## ARTICLE 5 - GRIEVANCE PROCEDURES

### A. Definitions

- 1. A "grievance" is an alleged violation, misinterpretation, or misapplication of specific provisions of this Agreement.
- 2. An "aggrieved party" is the person or persons making a grievance.
- 3. The "Freeland Education Association Executive Board" is comprised of the President, Vice President, Secretary, Treasurer, Building Representatives, Representative Assembly, and Saginaw Education Association Representative, Grievance Chair, and Executive Board appointees.

### B. Purpose

- 1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
- 3. The following matters shall not be the basis of any grievance filed under the procedure outlined in this section.
  - a. The placing of a non-tenure employee on an additional year of probation.
  - b. The termination of services or failure to re-employ any employee to a position in extra-curricular activities.

### C. Procedure

In processing a grievance, the number of days indicated at each level should be considered a maximum unless extended by mutual agreement of the parties involved in the grievance conference. Any extension of these time limits shall be in writing. If the aggrieved party or Association Executive Board fails to respond to an offered resolution within the time limits specified, the grievance will be deemed settled on the basis of that resolution. If the Administration fails to offer a resolution within the time limits specified, and the Association Executive Board intends to appeal, the written grievance will be immediately escalated by the aggrieved party or Association Executive Board to the next level.

If a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits in this Article will be reduced so that the Grievance Procedure may be exhausted before the end of the school term or as soon thereafter as is practicable.

#### 1. Level One

The teacher who feels that s/he has a grievance shall first take up the matter verbally with the Principal of the school or designee (within six (6) working days following the act or condition which is the basis of the grievance), who will attempt to resolve it. The Principal or designee will inform the employee within two (2) working days of his/her decision. Failure to do so will result in the grievance being advanced to Level Two.

2. Level Two

If the Level One process fails to resolve the grievance (within ten (10) working days of the act or condition which is the basis of the grievance), the teacher shall reduce the grievance to writing specifying the section of the Agreement alleged to be violated, the event(s) that caused the alleged violation, and the remedy sought.

- a. Within five (5) working days of receipt of the grievance, the Principal or designee shall hold a conference in an attempt to satisfactorily resolve the grievance. At the time of the conference, the teacher may appear personally or s/he may be represented by an Association representative, or both. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teacher.
- b. Within five (5) working days after the grievance meeting, or longer if mutually agreed to, the Principal or designee shall answer such grievance in writing with the original to the aggrieved party and a copy to the Association Building Representative and Association President or designee.
- c. If the grievance is not appealed by the aggrieved party within ten (10) working days, the decision of the Principal or designee will be final.

3. Level Three

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

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

4. Level Four

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

- a. Within the ten (10) working days referred to at Level Three, c., the party choosing to arbitrate must give written notice to the other party, setting forth specifically the nature of the grievance to be arbitrated. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules.
- b. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends.
  - (i) The Arbitrator shall, therefore, not have authority to include the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction.
  - (ii) The Arbitrator shall not give any decision which in practice or actual effect modifies, revises, detracts from, or adds to any of the terms or provisions of this Agreement.
  - (iii) Past practice of the parties in interpreting or applying the terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in what is in effect a modification (whether by addition or deletion) of the written terms of this Agreement.
  - (iv) The Arbitrator has no obligation or function to render a decision or not to render a decision merely because, in the Arbitrator's opinion, such a decision is fair or equitable or because in the Arbitrator's opinion it is unfair or inequitable.

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

#### D. Rights of Teachers to Representation

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

#### E. Miscellaneous

1. If a grievance affects a group or class of teachers, the party may submit such grievance in writing to the Superintendent or designee directly, and the processing of such grievance will be commenced at Level Three A, B, and C within ten (10) working days following the act or condition which is the basis of the grievance.
2. Decisions rendered at Levels Two and Three of the grievance procedure will be in writing setting forth the reasons therefore and will be promptly transmitted to the aggrieved party and the Association President or designee, acting on behalf of the Association Executive Board. Decisions at Level One will be presented in writing to the aggrieved party and the Association Building Representative.
3. All documents, communications and records dealing directly with the processing of a grievance will be filed separately from the personnel files of the participants. This provision does not preclude the inclusion of appropriate materials in the employee's personnel file. Records of discipline will not be removed from an employee's personnel file unless permitted by law or the Board is ordered to do so by an Arbitrator.
4. The sole remedy available to any employee for the alleged breach of this Agreement or the alleged violation of his/her rights under this Agreement will be pursuant to the grievance procedure; provided, however, that nothing in this Agreement contained will deprive an employee of any legal right which s/he presently has, provided that if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.
5. In the course of investigation of any grievance, Association representatives will report to the Principal or designee of the building being visited, if available, and state the purpose of the visit immediately upon arrival.

## ARTICLE 6 - TEACHING CONDITIONS

- A. The Board and the Association agree to work together to resolve any and all problems which might have a deleterious effect on the educational program or on the morale or on the working conditions of the teaching staff.
- B. The parties recognize that the availability of optimum school facilities for both students and teachers is basic to providing the high quality of education desired by the community. Both the Association and the Board acknowledge the particular responsibilities each share in fostering public understanding and support for adequate school facilities and equipment. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, and that the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.
- C. Whenever feasible under the circumstances (i.e., availability of teachers, facilities, and financial resources) the maximum number of students per teacher shall be as follows:
1. Grades K-6
    - a. In grades K-2, efforts will be made to achieve a goal of twenty-eight (28) students as the maximum class size. In grades 3-6, efforts will be made to achieve a goal of thirty (30) students as the maximum class size. If at any time the K-2 classroom exceeds twenty-eight (28) students or the 3-6 classroom exceeds thirty (30) students, a merit rate of \$2.50 per day per student in excess of the maximum class size shall be paid. An attempt will be made not to exceed thirty-four (34) students.
    - b. If the overload situation is not resolved after ten (10) school days from the date on which the overload occurred, payment is retroactive to the date of the overload and continues at the rate established in Article C. 1. a., for as many days as the student(s) create an overload, including teacher record days. No overload payments will be made for personal leave days, or days when school is not in session, exam days, unless sufficient students are required to take exams and create an overload situation, or in-service days.
    - c. Elementary "special classes" including physical education, media, vocal music, art, Spanish and other special classes shall not be paid for class size overloads.
    - d. Classes that are co-taught shall follow the language in Article C.1.a.
  2. Grades 7-12
    - a. In grades 7-12, efforts will be made to achieve a goal of thirty-two (32) students as the maximum class size. If at any time the 7-12 classroom exceeds thirty-two (32) students, a rate of \$.85 per student per class in excess of thirty-two (32) students will be paid to the teacher assigned to that classroom. An attempt will be made not to exceed thirty-six (36) students.
    - b. If the overload situation is not resolved after ten (10) school days from the date on which the overload occurred, payment is retroactive to the date of the overload and continues at the rate established in Article C. 2. a., for as many days as the student(s) create an overload, including teacher record days. No overload payments will be made for personal leave days, or days when school is not in session, exam days, unless sufficient students are required to take exams and create an overload situation, or in-service days.
    - c. Secondary special classes, including industrial arts, drafting, physical education, and vocal and instrumental music, shall have class loads governed by the physical facilities.
    - d. Classes that are co-taught shall follow the language in Article C.2.a.
  3. Special education class ratios shall be in accordance with Michigan Department of Education policy.
  4. The foregoing standards are subject to modification for educational purposes such as avoidance of split-grade classes or half-classes, specialized or experimental instruction (e.g., team teaching or large group instruction) improvement of instructional methods, distribution of students by attendance areas, changes in enrollment, or any other valid reason.



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

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

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

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

- H. No part of this Agreement shall cause the District to incur any loss of State school aid.

#### **ARTICLE 7 - INFORMATION**

- A. Any complaint about a teacher made to the Administration by any parent, student, or other person, shall be brought to the teacher's attention in writing, within five (5) working days of receipt of the written complaint by the Administration, unless compelled otherwise by legal authority.
- B. Each teacher will have the right, upon request, to review the contents of the teacher's own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file. Privileged information, such as confidential credentials and related personal references obtained at the time of initial employment, are specifically exempted from such review.

#### **ARTICLE 8 - RULES AND REGULATIONS**

- A. The Board agrees that its rules and regulations governing employees, that are not a prohibited bargaining subject, will be reasonable.
- B. If a teacher is to be reprimanded, suspended with or without pay, and/or discharged by the Board or its representative, the teacher will be entitled to have a representative of the Association present

#### **ARTICLE 9 - TEACHING HOURS**

- A. The teacher hours shall be as follows:
1. Teachers shall work seven (7) hours and six (6) minutes per day with beginning and ending times set by the Building Principal. The seven (7) hours and six (6) minutes includes a duty-free thirty (30) minute lunch period.

2. In the event of scheduled teachers meetings, the teacher hours will be extended not more than forty-five (45) minutes per day, and shall not occur more than twelve (12) times a year.
3. The minimum daily planning time (time without students present) for 7-12 grade staff shall be equal to one 7-12 grade class period in length.

The minimum daily planning time (time without students present) for K-6 grade staff shall be equal to seventy (70) minutes per day, with one (1) block of planning time being no less than forty (40) minutes.

The minimum weekly planning time (time without students present) for an Early Childhood Special Education teacher shall be equal to three hundred fifty (350) minutes.

4. During the term of this Agreement, elementary teachers must supervise students during recess. One or more teachers per grade level may be needed for this duty as required by the State. To assign teachers to this duty, teachers volunteering for recess duty will be used first, then if there are not enough volunteers, teachers will be assigned on an inverse seniority rotational basis. Teachers shall be compensated for recess duty at a rate of \$10.00 per twenty (20) minute recess period.

- B. All teachers shall be entitled to a 30-minute duty-free lunch period. It is mutually agreed that teachers are responsible to see that classroom and hallways are cleared, and students report to their designated area of the building; however, these duties shall not infringe on the teacher's 30-minute lunch period.

#### **ARTICLE 10 - TEACHER EMPLOYMENT AND ASSIGNMENT**

- A. The Board establishes as minimum requirements for initial employment of teachers, the possession of a Bachelor's degree and a valid Michigan teaching certificate or the equivalent. If it is necessary to deviate from this policy, the deviation will be in accordance with the Michigan Department of Education Regulations.
- B. A teacher who is assigned outside the scope of his/her major or minor field of study shall be notified at the time of the assignment.
- C. Teachers who will be affected by a change in grade and/or subject assignment for the ensuing school year will be notified before the end of the current school year. If such notification is not possible, the Administration will set forth in writing to the Association the reasons therefore. The Association shall be updated as to changes made in teacher assignments during the summer months through written notification on or before August 15. Such notification shall include all current teacher assignments.
- D. The Board shall recognize the following rights and responsibilities of teachers as it sets the schedule for the school day.
1. A full-time teacher in grades 7-12 shall be assigned to five (5) or six (6) teaching periods, and a preparation period in a six (6) or seven (7) period day.
  2. An attempt will be made in grades 7-12 to limit the number of course preparations to three (3) per day.
  3. The Board and Association agree that teachers have supervisory responsibilities for students in and around the buildings during the school day.
  4. Teachers shall assume the responsibility of maintaining a good general appearance of the faculty lounges.
  5. Teachers shall not leave their classrooms unattended except under unusual or emergency circumstances.
  6. When elementary "special classes" including physical education, media, vocal music, art, Spanish and other special classes are taking place, this time will be considered planning time for the regular classroom teacher.

- E. The Administration shall attempt to secure substitutes whenever it is aware of a teacher absence with sufficient notice. When a substitute is not readily available, the Administration shall seek a volunteer. Members of the teaching staff may be required to substitute for the absent teacher if a volunteer cannot be found. The rate of compensation for each class period substituted shall be \$18.00 per class period.

### ARTICLE 11 - VACANCIES, PROMOTIONS, AND TRANSFERS

- A. 1. Should a vacancy in any District bargaining unit position occur that the Board determines to fill, the Board shall first publicize the same by giving written notice of such vacancy to the Association. The Association should immediately notify its membership. A teacher may apply for any position at any time. Such application should be in writing, addressed to the Superintendent. Applications will be considered should such a vacancy occur either during the school year or during the summer. The teacher must renew this application annually.
2. In filling a vacancy, the decision of the Board shall be final.
3. The posting of such vacancy that occurs during the period school is in session shall be made in each teacher's lounge and the Superintendent's office two (2) weeks before the filling of the position. If a vacancy occurs during the period that school is not in session, any teacher that has filed current written notification of interest in such a vacancy shall be notified by mail before the filling of that position.
- B. In the event that transfers of teachers appear to be necessary, lists of available positions shall be publicized to the Association in the same manner as provided in subsection A.
- C. In the event of conditions necessitating a reduction of the number of teachers employed by the Board, the following procedure shall be followed.
1. The Superintendent shall notify the Association at least thirty (30) days before the end of the school year if a lay-off of teaching personnel is contemplated. The reason(s) for layoff shall be part of such notice.
2. The Board and the Association agree to maintain and review annually one District-wide seniority list of teacher bargaining unit members based on length of service in this District.
3. Length of service shall be determined by the date the contract was signed by the teacher. The contract date which controls length of service shall be the earliest contract commencing a period of continuous employment, including those leaves which allow teachers to accumulate seniority. Seniority shall accumulate on the basis of 365 days per year. If a teacher takes a leave of absence of one calendar year or less, which does not allow the accumulation of seniority, the teacher shall lose seniority only for working (duty) days missed. If a teacher takes a leave of more than one year, the teacher shall lose seniority for the total calendar days missed (365 days per year).
4. When two or more teachers have the same length of service, the teacher with the earliest birth date (day and month) shall be considered senior.
5. A teacher laid off shall have all benefits frozen for his/her use upon return.
6. The Board will issue a current seniority list to each teacher at the beginning of each school year.
- D. For purpose of application of this Agreement, the following criteria will be used to determine "qualification" for a particular position or assignment:
1. The employee shall meet all state and federal requirements, including highly qualified status.
2. A teacher not meeting these qualifications in his/her current position will be given the opportunity to transfer to a vacant position for which s/he meets the qualifications.

## ARTICLE 12 - PROTECTION OF TEACHERS

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

## ARTICLE 13 - LEAVES OF ABSENCE

- A. Explanation and Procedures for Leaves of Absence:
  - 1. A teacher may, upon written request and approval of the Board, be granted a leave of absence, not to exceed a maximum of one (1) year, subject to renewal at the discretion of the Board. A leave of absence may be granted on a semester by semester basis. The Board may opt to grant the leave for the remainder of the current semester and it shall be the teacher's responsibility to request a leave for the following semester, if necessary.

2. Written application for such leave shall be made by the teacher, addressed to the Superintendent. Such leave, if granted, must serve not only the interests of the teacher, but also of the District.
3. During the leave of absence, there shall be no compensation from the District.
4. Leave of absence may be denied or terminated by the Board upon violation of the Agreement or when the leave is being used for purpose(s) other than those originally stated.
5. Application to return from a leave of absence shall be filed with the Superintendent not later than the 1st of April preceding the September in which a teacher wishes to return, or not later than November 1 if the teacher wishes to return at the beginning of the second semester of any school year.
6. Time spent on leave shall not be counted as active service in the District for salary purposes, except the Superintendent may, at his/her discretion, grant salary credit for part or all of such time for the following leaves:
  - a. Professional study
  - b. Temporary teaching assignments outside the District.
7. Sick leave days earned before a leave of absence shall be held in reserve pending the return of the teacher from such leave provided. However, employees taking leave for reason consistent with the requirements of the Family Medical Leave Act (FMLA) shall be required to use paid sick time simultaneous with time permitted under the FMLA. No sick leave days will be accumulated during a leave of absence.
8. The Association shall be granted up to a total of ten (10) days leave per school year to be used for sending teachers to conferences and meetings. The Association will, whenever possible, give written notice to the Principal involved ten (10) days before the time the leave is needed. The Association will assume the cost of the substitute.
9. Sick leave allowance for teachers injured while working for the District, and thus becoming eligible for Worker's Compensation benefits, shall be as follows:
  - a. Accumulated sick leave days shall, on an optional basis, be made available to the injured teacher during the period s/he is unable to work as a result of a qualified work-related accident.
  - b. An employee who is absent due to an injury which is compensable under Worker's Compensation may use his/her accumulated sick leave on a proportional basis, to supplement the benefit received from Worker's Compensation, such that the amount of expendable income the employee receives from Worker's Compensation and sick leave does not exceed the amount of expendable income the employee would have received from his/her regular salary amount according to placement on the salary schedule at the time of the injury. The obligation of the Board is only for the proportional amount necessary to supplement the maximum benefit provided to the employee from Worker's Compensation until the teacher's accumulated sick leave is exhausted, or the teacher is able to return to work, whichever happens first. Should this supplemental payment be found to be subject to the coordination requirements of Worker's Compensation, such that the amount of the Worker's Compensation benefit is reduced, the teacher shall not be allowed use of sick leave and shall receive only the Worker's Compensation benefit provided by that statute.

B. Types of Leaves of Absence:

1. Sick Leave:

Sick leave will be allowed to ten (10) days per year accumulative to a maximum of one hundred thirty-five (135) days. Total days accumulative sick leave shall be furnished with the first paycheck of the new school year.

- a. Teachers in the school system shall be credited with ten (10) days sick leave, up to the maximum of one hundred thirty-five (135), on the first teaching day of each new school year.
- b. Sick leave days, up to a limit of fifteen (15) sick days per school year, may be used by the teacher to care for an immediate family member (as defined by then-current IRS rules, or living in the household) when ill. Three (3) days per year may be used to care for each parent and five (5) days in total per year to care for all children living outside the household. Personal sick leave is for the illness of the teacher or family as provided herein.

It is not to be used for any other purpose, including by way of illustration not limitation, extending any vacation, recess, or holiday period. Proper verification shall be presented at the request of the Board.

- c. Teachers may use their sick leave days for a pregnancy related disability.

2. Personal Leave Days:

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

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

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

4. Death in Family:

- a. Five (5) consecutive days - death of spouse, or child.
- b. Three (3) consecutive days - death of teacher's parent/step-parent, sibling, or spouse's parent/step-parent.
- c. The Superintendent will, upon written request by a teacher, grant additional leave for the death of a person of significance to a teacher. The teacher will have the approved leave deducted from the teacher's sick leave.

5. Professional Study:

Teachers, upon request, may be granted leave of absence for one year, without pay, for professional study, provided such leave does not in any way impair the program of the school.

6. Jury Duty Leave:

Teachers shall be allowed to be absent when called for jury duty. Such absences shall be allowed without loss of pay, except that any compensation for jury duty shall be submitted to the District. Compensation not submitted will be deducted from the teacher's regular salary payment. Teachers shall report to regular assignments when jury duty is one-half day or less.

7. Holidays:

The Board will not hold school on the following days: Labor Day, Thanksgiving, Christmas, New Years, Good Friday, Memorial Day.

8. Administrative Leave:

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

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

9. Other Leaves:

Absence from duty may be authorized by the Building Principal, except in those instances where Board policy or Administrative regulation expressly reserves this authority to the Superintendent. Absence for reasons not covered in this Agreement, or any exceptions to this Agreement, may be authorized by the Superintendent.

10. Family and Medical Leave Act:

Leave provisions of this Agreement shall be construed consistently with the requirements of the Act. However, if the leave provisions under this Article are more generous, this Agreement shall prevail. All such leaves may be concurrent with, and not in addition to, any other applicable leaves provided for in this Agreement.

**ARTICLE 14 - SALARY SCHEDULE**

Principles:

The salaries of all teachers covered by this Agreement are set forth in the Salary Schedule, which shall remain in effect during the term of this Agreement.

Teachers shall work one hundred eighty-seven (187) days during each year of this Agreement, including one hundred seventy-eight (178) full student days. Teachers shall have five (5) days of professional development, planned collaboratively with the Association, each school year. There will be two and one-half (2.5) uninterrupted teacher work days per school year, one (1) prior to students reporting to school at the beginning of the school year, one (1) day at the end of the first semester, and one-half (0.5) day at the end of the second semester. There shall also be one and one-half (1.5) days, or the equivalent, for Parent-Teacher conferences and an open house prior to the start of the school year.

**SALARY SCHEDULE 2013 – 2014**

<u>Experience Step</u>	<u>Index</u>	<u>BA</u>	<u>Index</u>	<u>MA</u>
0 - 1.5	1.00	37,097	1.13	41,920
2 - 2.5	1.01	37,468	1.14	42,291
3 - 3.5	1.07	39,694	1.20	44,517
4 - 4.5	1.15	42,662	1.28	47,484
5 - 5.5	1.23	45,630	1.36	50,452
6	1.31	48,597	1.44	53,420
6.5	1.34	49,710	1.47	54,533
7	1.37	50,823	1.50	55,646
7.5	1.40	51,936	1.53	56,759
8	1.43	53,049	1.56	57,872
8.5	1.46	54,162	1.59	58,985
9	1.49	55,275	1.62	60,097
9.5	1.52	56,388	1.65	61,210
10 - 10.5	1.59	58,985	1.72	63,807
11 - 11.5	1.63	60,468	1.76	65,291

**LONGEVITY SCHEDULE 2013 - 2014**

<u>Service Years</u>	<u>B.A.</u>	<u>M.A.</u>
12 - 17.5	66,224	71,319
18 - 23.5	67,791	72,886
24 or More	69,751	74,845

**SALARY SCHEDULE 2014 – 2016**

<u>Experience Step</u>	<u>Index</u>	<u>BA</u>	<u>Index</u>	<u>MA</u>
0 - 0.5	1.00	36,000	1.13	40,680
1 - 2.5	1.035	37,260	1.165	41,940
3 - 3.5	1.07	38,520	1.20	43,200
4 - 4.5	1.15	41,400	1.28	46,080
5 - 5.5	1.23	44,280	1.36	48,960
6 - 6.5	1.31	47,160	1.44	51,840
7*	1.37	49,320	1.50	54,000
7.5*	1.40	50,400	1.53	55,080
8	1.43	51,480	1.56	56,160
8.5	1.46	52,560	1.59	57,240
9	1.49	53,640	1.62	58,320
9.5	1.52	54,720	1.65	59,400
10 - 10.5	1.57	56,520	1.70	61,200
11 - 11.5	1.63	58,680	1.76	63,360
12 - 12.5	1.69	60,840	1.82	65,520
13 - 13.5**	1.72	61,920	1.85	66,600

**LONGEVITY SCHEDULE 2014 - 2016**

<u>Service Years</u>	<u>B.A.</u>	<u>M.A.</u>
13** - 17.5	64,266	69,210
18 - 23.5	65,786	70,731
24 - 27.5	67,688	72,632
28 or more	69,751	74,845

\* In 2015-2016, Step 7.5 will be eliminated, adding it to Step 7 to create Step 7 - 7.5

\*\*Step 13-13.5 will be added in 2015-2016 and removed from the longevity schedule

**LONGEVITY SCHEDULE 2014 – 2015\***

<u>Service Years</u>	<u>B.A.</u>	<u>M.A.</u>
13 - 18.5	66,224	71,319
19 - 24.5	67,791	72,886
25 or more	69,751	74,845

**LONGEVITY SCHEDULE 2015 – 2016\***

<u>Service Years</u>	<u>B.A.</u>	<u>M.A.</u>
14 - 19.5	66,224	71,319
20 - 25.5	67,791	72,886
26 or more	69,751	74,845

\* For teachers on the longevity schedule in the 2013-2014 school year.



NOTES APPLICABLE TO THE SALARY SCHEDULE

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

ASSIGNMENT	BENEFIT ELIGIBILITY
0 - 49%	No Benefits
50 - 99%	Single Subscriber or Plan B & 50% cash in lieu
100%	Full Benefits

- C. New teachers entering the District may be granted full credit for the first five (5) years and one-half (1/2) credit for each additional year of outside teaching experience, at the Board’s discretion.
- D. No teacher already employed by the District shall receive a reduction in contract salary in making the adjustment to this or any new salary schedule, unless otherwise agreed to by the Board and the Association.
- E. The teacher who is assigned to mentor and supervise students taking on-line courses for secondary level students shall receive \$750 per semester. This amount would be increased by \$75 per student, per semester, for each student over thirty-two (32), who either enrolls or participates in an on-line course. This would be in addition to any payments the teacher is receiving per Article 14, Section F. Students taking on-line courses or participating in credit recovery will not count towards an overload in any of this teacher’s class periods, per Article 6, Section C.2a.
- F. Teachers who carry an extra class beyond those currently being assigned will be reimbursed \$5,000 for a full school year. or \$2,500 for a full semester for each additional class. Teachers may elect to receive this reimbursement in bi-weekly installments or in a lump sum at the conclusion of each semester.
- G. The Board pays employees based on twenty-one (21) pays a year. A teacher, when signing his/her individual employment contracts, shall have the choice to designate that the contract payments be made over twenty-six (26) or twenty-seven (27) pays, as offered by the District.
- H. The Board shall make available the following benefits for a full twelve (12) month period to each employee and his/her eligible dependent(s):

Plan A (includes Plan B)

Medical: MESSA Choices  
 \$200/\$400 IN Deductible; \$400/\$800 OON Deductible  
 \$10/\$20 Rx Copay; \$20/\$25/\$50 OV/UC/ER Copay

Plan B

LTD: 66 2/3%, Max \$5,000; 30 CDMF Waiting Period; No COLA  
 Mental/Nervous & Alcohol/Drug Addictions - Same as any other illness  
Life Ins: \$45,000 with AD&D  
Dental: 100/90/90; \$1,500 Annual Max; \$0 Lifetime Max  
 Two (2) cleanings per year; No orthodontics/adult orthodontics  
Vision: VSP-3

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

It is expressly understood that the Board is only responsible for providing 80% of the premiums toward health insurance coverage. The Board agrees to make available the above-mentioned benefit programs. The teacher taking Plan A will contribute 20% of his/her total health benefit costs toward the purchase of the insurance. As permitted by law, the teacher contribution towards the health benefit costs will be paid with pretax dollars.

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

- I. If a teacher's pay is to be docked, his/her daily wage will be calculated by dividing the applicable base salary by 187. Additionally, the pay will be further docked by adding the daily cost in insurance benefits determined by taking the monthly premium for health, dental, vision, life, and L.T.D. divided by 30.
- J. Teachers having at least twenty-five (25) years of service with, and retiring from, the District shall be paid seventy dollars (\$70) per day for accumulated sick leave not to exceed a total of seven thousand five hundred dollars (\$7,500), provided that the teacher notifies the District in writing before April 1<sup>st</sup> of the year s/he intends to retire. If written notice to leave is provided after April 1<sup>st</sup> the maximum payment shall be limited to five thousand dollars (\$5,000).
- K. The Board shall participate in and comply with all requirements of the Michigan Public School Employees Retirement System.
- L. Teachers who agree to serve as mentors shall receive one hundred dollars (\$100) per mentee per school year. This amount will be added to the mentor teacher's classroom account for that school year.
- M. A Principal or the Superintendent may assign a Guidance Counselor to work additional days beyond his/her scheduled work year. When the Principal or the Superintendent makes such assignment, the Guidance Counselor will be paid the employee's daily rate for working a full day, and half the daily rate for working a half day.
- N. In cases where teachers are required to travel using their personal vehicles, the Board will pay mileage at the district mileage rate.

**ARTICLE 15 - GENERAL**

- A. There will be no reprisals of any kind taken against any teacher by reason of his/her membership or non-membership in the Association or participation or non-participation in its activities.
- B. Upon the written request of the Association, the Board shall provide to the Association representatives an opportunity to discuss contemplated millage increases.
- C. Teachers will be informed of telephone numbers they must call an hour and a half (1½ hours) before the start of the student day to report unavailability for work. A teacher who reports unavailability after said time will be subject to a written reprimand. The compilation of two or more such reprimands within a school year may result in further disciplinary action, such as a loss of a personal day or up to a day's pay. Once a teacher has reported his/her unavailability for work, it shall be the responsibility of the Administration to arrange for a substitute teacher.
- D. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.
- E. The Association shall notify the Board, in writing, of the total number of collective bargaining agreement copies needed for distribution to its membership. The Board shall also determine the number of copies it needs. The total number needed will be printed, and a per copy printing cost will be established. The Association will pay the cost incurred in printing and materials for its share of the total number of copies ordered. Word processing costs will not be shared, but will be borne by the Board.
- F. If any provision of this Agreement or any application of the Agreement to any employee or group of employees is found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- G. The Board agrees that the Association will review the school calendar and assist in the formulation of said calendar, before it receives final approval by the Board. Also, the calendar will be incorporated into this Agreement.
- H. All communications between the Association and the Board of Education shall be directed to the Superintendent's Office.

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

To the Association:       c/o The President of the Freeland Education Association at his/her residence, or hand-delivered, interschool mail, or through e-mail.

- I. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon, and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. The terms and conditions of employment provided in this Agreement shall remain in effect during the term of this Agreement, unless and until altered by mutual agreement in writing between the parties, or otherwise determined void as a matter of law. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect.

**ARTICLE 16 - DURATION OF AGREEMENT**

This Agreement shall be effective as of February 24, 2014, and will continue and remain in full force and effect until June 30, 2016.

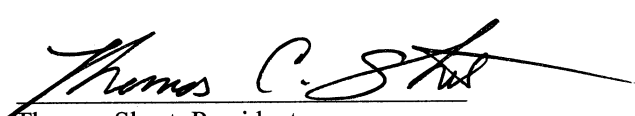
- A. Should both parties mutually agree, provisions of this Agreement may be opened and negotiated or renegotiated during the life of this Agreement.
- B. Not later than ninety (90) days before the date on which this Agreement expires, the Board agrees to negotiate with the Association over a successor Agreement in accordance with the procedure set forth herein and to meet at reasonable times and confer in good faith with respect to teacher's wages, hours, and other terms and conditions of employment as required by law, and not identified as a prohibited subject of bargaining under the Public Employment Relations Act MCL 423.215. Any agreement so negotiated will apply to all teachers, and will be reduced to writing and signed by the Board and the Association.
- C. This Agreement allows an emergency manager appointed under the Local Government and School District Fiscal Accountability Act to reject, modify, or terminate the Agreement as provided in the Act.


IN WITNESS WHEREOF, the parties set their hands and seal this 24<sup>th</sup> day of February, 2014.

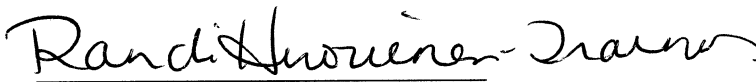
FREELAND BOARD OF EDUCATION

FREELAND EDUCATION ASSOCIATION

  
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Thomas Short, President

  
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Randi Huovinen-Trainor, Vice-President