

Master Agreement

August 15, 2018 – June 30, 2020

between

**Freeland Community School District
Board of Education**

and

Freeland Education Association



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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.

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, per diem appointments, and all other personnel. The term "teacher" when used in the Agreement refers to all employees represented by the Association in the bargaining unit, as defined. The term "non-teaching professional staff member" includes those members of the Association's bargaining unit whose employment is not regulated by the Michigan Teachers' Tenure Act."
- B. The Board will not 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 will not negotiate with individual teachers without notifying the Association. The Association will not 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 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.

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 on 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 to:

- A. The exclusive management and control of the District, its property, facilities, operations, and affairs.
- B. 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. 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. Decide on the means and methods of instruction, selection of teaching materials, and the use of teaching aids of every kind and nature.
- E. 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. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, or departments, and the relocation or closing of offices, departments, buildings, or other facilities.
- G. 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. Determine the size of management, its functions, authority, amount of supervision, and organization.
- I. The exercise of the foregoing rights is 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. On the written request of the Association and 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 will pay for (at school cost) all materials used for its purpose; except, the Board will 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 conducting 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 staff.
- D. The Association will 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. These proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. These procedures shall not be construed as to limit the right of any employee having a grievance to discuss the matter informally with any appropriate administrator 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 Article.
 - 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 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 in 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 on 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 claims 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 on 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. The Arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal bargaining subject.

- d. Unless expressly agreed to by the parties in writing, the Arbitrator is limited to hearing one (1) grievance, including its arbitrability at any one hearing, on 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. The Arbitrator's decision shall conform with the Michigan Uniform Arbitration Act, MCL 691.1681 *et seq.*
- 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 administrator 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 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 this Article.
5. In the 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 on arrival.

ARTICLE 6 - TEACHING CONDITIONS

- A. The Board and the Association will work together to resolve any and all problems which might have a deleterious effect on the educational program or on the morale or 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. It is 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 used to this end.
- C. Class Sizes (including co-taught classes):
 - 1. If at any time the K-3 classroom exceeds twenty-eight (28) students or the 4-5 classroom exceeds thirty (30) students, a merit rate of \$2.50 per day per student in excess of the maximum class size will be paid. K-5 classrooms will not exceed thirty-four (34) students.
 - 2. If at any time the 6th grade classroom exceeds thirty-one (31) students, a rate of \$1.25 per student per class in excess of thirty-one (31) students will be paid to the teacher assigned to that classroom. 6th grade classrooms will not exceed thirty-seven (37) students.
 - 3. K-6 "special classes", not identified in C.7., shall be paid for class size overloads at a rate of \$1.25 per student per class in excess of thirty-seven (37) students.
 - 4. If at any time the 7-12 classroom exceeds thirty-three (33) students, a rate of \$1.25 per student per class in excess of thirty-three (33) students will be paid to the teacher assigned to that classroom. 7-12 classrooms will not exceed thirty-nine (39) students.
 - 5. If an 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 established rate for as many days as the student(s) create an overload. No overload payments will be made for days when school is not in session.
 - 6. Class maximums are not meant to include team taught classrooms.
 - 7. 6-12 physical education and music classes shall have class loads governed by physical facilities.
 - 8. Special education class ratios shall be in accordance with Michigan Department of Education policy.
- D. The parties will confer for the selection and use of educational tools. The Board agrees to keep the schools equipped and maintained. Requests from teachers for additional teaching materials shall be submitted in writing to the Principal, stating needs and purposes.
- E. The Board shall make available in each school, adequate lunchroom, restroom, telephone, 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 requires 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. It is understood that the Board shall apply and be consistent with the intent of any legal requirement for 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 - 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 teacher meetings, the teacher hours will be extended not more than thirty (30) minutes per day, and shall not occur more than six (6) times a year. In the event of scheduled professional learning, the teacher hours will be extended not more than sixty (60) minutes per day, and shall not occur more than six (6) times a year. To the extent permitted by law, these meetings shall also count as professional development towards teacher certification renewal.
 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. This individual planning time may be used for building planning, grade level planning, or IEP meetings no more than one (1) time per week.
 4. 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 for grade level classroom teachers. This individual planning time may be used for building planning, grade level planning, or IEPT meetings no more than one (1) time per week.
 5. The minimum weekly planning time (time without students present) for an Elementary Specials Teacher or an Early Childhood Special Education teacher shall be equal to three hundred fifty (350) minutes.
 6. Elementary teachers must supervise students during recess. One (1) or more teachers per grade level may be needed for this duty. 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 \$2.50 per each five (5) minutes of the recess period.
- B. All teachers shall be entitled to a 30-minute duty-free lunch period. Teachers are responsible to see that classroom and hallways are cleared, and that students report to their designated area of the building; however, these duties shall not infringe on the teacher's 30-minute lunch period. For the purpose of this article, duty free shall mean the teacher is not required to perform any district duties during their lunch period, including traveling between buildings.

ARTICLE 8 - TEACHER ASSIGNMENT

- A. The Board recognizes 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. Teachers have supervisory responsibilities for students in and around the buildings during the school day.
 4. Teachers will maintain a good general appearance of the faculty lunchrooms.
 5. Teachers shall not leave their classrooms unattended except under unusual or emergency circumstances.
 6. When elementary "special classes" are taking place, this time will be considered planning time for the regular classroom teacher.

- B. 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 eighteen (\$18.00) per class period.

ARTICLE 9 - VACANCIES, SENIORITY, AND QUALIFICATIONS

- A. A teacher may apply for any position at any time. Such application should be in writing, addressed to the Superintendent.
- B. In filling a vacancy, the decision of the Board shall be final.
- C. The Board and the Association agree to maintain, review, and annually issue one District-wide seniority list of teacher bargaining unit employees based on length of service in this District.
- D. 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).
- E. When two (2) or more teachers have the same length of service, the teacher with the earliest birth date (day and month) shall be considered senior.

ARTICLE 10 - 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 on 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 as a result of any reasonable action as defined by a court of law, and taken by the teacher while in the scope of his/her employment with the District, the Board shall provide legal counsel and render all reasonable assistance to the teacher in his/her defense, when requested in writing by the teacher. If a final decision issued by a court or administrative agency indicates the teacher's liability for this action, all costs of assistance rendered by the District to the teacher pursuant to this paragraph and not covered by the District's insurance carrier, shall be reimbursed by the teacher.

- D. Time lost by a teacher in connection with any incident mentioned in this Article, before Worker's Compensation eligibility, shall not be charged against the teacher's Sick Leave, unless s/he is adjudged responsible 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.
- F. 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 written notification, the Board will reimburse the teacher for such loss. Such reimbursement will cover all costs not covered by insurance.
- G. Teachers are expected to exercise reasonable care for the safety of students and property.

ARTICLE 11 - 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 April 1 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 seniority purposes.
 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, an employee taking leave pursuant to the Family and 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, for negotiation on behalf of the Association with any representative of the Board, or participation in any professional grievance negotiation with the Board or its representative. The Association will 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, and shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for Association release time.

9. Sick leave allowance for teachers injured while working for the District, who become-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, taken as full or half days, may be used by the teacher to care for his/her spouse, child, sibling, parent/step-parent, or spouse's parent/step-parent. Sick leave is only for: the illness of the teacher or family member as defined above, medical or dental appointments, or funerals; and is not to be used for any other purpose. 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:

On 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 sick leave bank.

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

- a. The Board shall grant a leave of absence for up to two (2) full semesters for child care leave without pay on written request for such leave. The leave may be extended up to four (4) full semesters by written request of the teacher and with Board 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 and 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.
- 5. Professional Study:
Teachers, on request, may be granted leave of absence for one (1) 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 within two (2) weeks. 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. Teachers must promptly notify their immediate supervisor and the Director of Finance when selected for jury duty.
- 7. Holidays:
The Board will not hold school on designated "holidays": Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas, New Year's Eve, New Year's, Good Friday, Memorial Day, and Fourth of July.
- 8. Administrative Leave:
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.
- 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 12 - SALARY SCHEDULE

Teachers shall work one hundred eighty-seven (187) days during each year of this Agreement, including one hundred seventy-nine (179) full days and one half (0.5) day for students. For secondary teachers, three (3) of the full student days will be half (0.5) days for students and half (0.5) days for professional learning. All teachers shall have five (5) days of professional learning each school year. There will be one (1) uninterrupted teacher work day each school year, one half day (0.5) independently scheduled with the building administrator before the building open house at the beginning of the school year, 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 before the start of the school year.

| SALARY SCHEDULE 2018 - 2020 | | | | |
|--------------------------------------|------------------|------------------|------------------|------------------|
| Step | BA | | MA | |
| 0 – 3 | 38,520 | | 43,200 | |
| 4 | 41,400 | | 46,080 | |
| 5 | 44,280 | | 48,960 | |
| 6 | 47,160 | | 51,840 | |
| 7 | 49,320 | | 54,000 | |
| 8 | 51,480 | | 56,160 | |
| 9 | 53,640 | | 58,320 | |
| 10 | 56,520 | | 61,200 | |
| 11 | 58,680 | | 63,360 | |
| 12 | 60,840 | | 65,520 | |
| 13 | 61,920 | | 66,600 | |
| 14 | 64,266 | | 69,210 | |
| 15 | 65,266 | | 70,210 | |
| 16 | 66,266 | | 71,210 | |
| 17 | 66,766 | | 71,710 | |
| 18 – 19 | 67,266 | | 72,210 | |
| 20 – 23 | 68,266 | | 73,210 | |
| 24 – 27 | 69,266 | | 74,210 | |
| 28 or more | 70,266 | | 75,210 | |
| LONGEVITY SCHEDULE 2018-2020* | | | | |
| Service Years | BA | | MA | |
| | 2018-2019 | 2019-2020 | 2018-2019 | 2019-2020 |
| 17 – 19 | 68,225 | 69,066 | 73,473 | 74,341 |
| 20 – 25 | 69,839 | 70,188 | 75,088 | 75,464 |
| 26 or more | 71,859 | 72,218 | 77,107 | 77,493 |

* For teachers who were on the longevity schedule during the 2013-2014 school year.

- A. The salary schedule shall be based on a single standard pay for all teaching personnel.
- B. An effective or highly effective rating on his/her most recent performance evaluation shall entitle the teacher, each year, to move one (1) step on the salary schedule. All half steps are rounded down.

Benefits provided under this Agreement shall be pro-rated based on the percent of the assignment to a teacher in accordance with the table below. 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 placed on the salary schedule up to Step 4 and may receive one-half (1/2) step for each year of outside teaching experience. Additional steps may be given with agreement from the Association.

- 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 shall receive \$30 per student, per semester, for each student who either enrolls or participates in an on-line course. This amount would be in addition to any payments the teacher is receiving per Article 12. Students taking on-line courses or participating in credit recovery will not count towards an overload in any of this teacher’s class periods.
- F. Teachers who carry an extra class beyond those currently being assigned will be paid an additional two thousand five hundred dollars (\$2,500) for a full semester for each additional class. Teachers will receive this payment in a lump sum at the end of the 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: Choose one (1) of the following (includes Plan B)

| <u>Through June 30, 2020</u> | <u>January 1, 2019 – June 30, 2020</u> |
|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| MESSA Choices II \$300/\$600 IN Deductible \$600/\$1200 OON Deductible \$10/\$20 Rx Copay; \$20/\$25/\$50 OV/UC/ER Copay | MESSA Choices II \$500/\$1000 IN Deductible; 0% Coinsurance \$20/\$25/\$50 IN Copay (OV/UC/ER); MESSA Saver Rx |

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, providing proof of an alternate health insurance plan, 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 spouses are teacher employees of the District, only one of them is also eligible for this benefit.

The teacher taking Plan A or Plan B will contribute 20% of his/her total benefit costs toward the purchase of the insurance. As permitted by law, the teacher contribution towards the 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 fifteen (15) years of service with, and retiring from, the District shall be paid seventy dollars (\$70) per day for accumulated sick leave, provided the teacher notifies the District in writing before February 14th of the year s/he intends to retire at the end of the school year. Teachers having at least fifteen (15) years of service with, and retiring from, the District shall be paid thirty-five dollars (\$35) per day for accumulated sick leave, provided the teacher retires at the end of the school year and provides written notice between February 14th and May 1st of that school year.
- K. New teachers hired into the District will be required to attend up to eight (8) hours of New Teacher Orientation to the District, prior to or within the first month of their placement. The Association will be invited to participate in one (1) of the hours to collaboratively review the Agreement with new teachers and to discuss items of mutual interest to the Association, the District, and to the new teachers.
- 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. When a teacher is required to travel using his/her personal vehicle, the Board will pay mileage at the District mileage rate. A minimum of five (5) minutes will be provided for teachers needing to travel between buildings, not to come out of the duty-free lunch period.

ARTICLE 13 - 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. 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.
- C. Each teacher will have the right, on 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.
- D. If requested, a teacher is entitled to have a representative of the Association present when meeting with an administrator.

- E. On the written request of the Association, the Board shall provide to the Association representatives an opportunity to discuss contemplated millage increases.
- F. Teachers will be informed of a telephone number or a website address they must contact 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 may be subject to disciplinary action. Once a teacher has reported his/her unavailability for work, it shall be the responsibility of the Administration to arrange for a substitute teacher.
- G. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.
- H. 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.
- I. 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.
- J. 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 President of the Freeland Education Association at his/her residence,
 or hand-delivered, interschool mail, or through e-mail.
- K. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals as to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated, 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 are contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts in effect.

ARTICLE 14 - DURATION OF AGREEMENT

This Agreement shall be effective as of August 15, 2018, and will continue and remain in full force and effect until June 30, 2020.

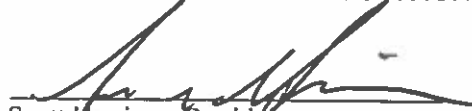
- A. Should both parties mutually agree, provisions of this Agreement may be opened and negotiated or renegotiated during the life of this Agreement.
- B. Not later than ninety (90) days before the date on which this Agreement expires, the Board will negotiate with the Association over a successor Agreement in accordance with the procedure set forth herein and to meet at reasonable times and confer in good faith as 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 Financial Stability and Choice Act to reject, modify, or terminate the Agreement as provided in the Act.

IN WITNESS WHEREOF, the parties set their hands and seal this 15th day of August, 2018.

FREELAND BOARD OF EDUCATION

FREELAND EDUCATION ASSOCIATION


Kristin A. Anderson, President


Scott Harrison, President


Matthew A. Cairry, Superintendent


Randi Huovinen-Trainor, Vice-President