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Master Agreement

August 16, 1987 - August 15, 1991

BETWEEN

FREELAND COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION

AND

FREELAND EDUCATION ASSOCIATION

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Freeland Community School District



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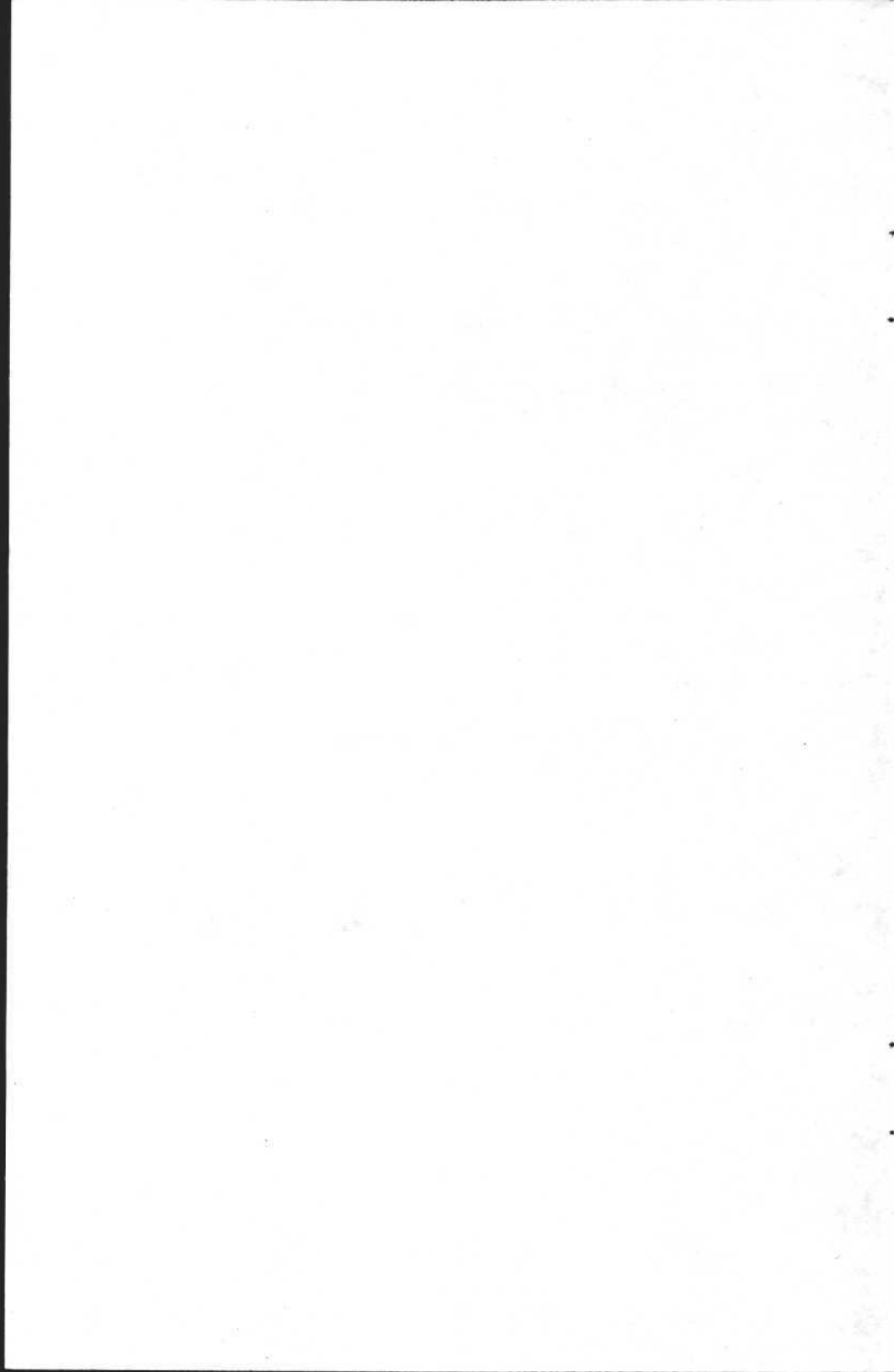
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AGREEMENT

This Agreement is entered into by and between the Board of Education of the Freeland Community School District, Freeland, Michigan, hereinafter referred to as the "Board", and the Freeland Education Association, hereinafter called the "Association", affiliated with the Michigan Education Association and the National Education Association.

WITNESSETH:

WHEREAS, The Board and the Association recognize and declare that providing quality education for the children of 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

WHEREAS, The members of the teaching profession 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 Act 336 of the Michigan Public Acts of 1947, as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, 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, it is hereby agreed, as follows:

A R T I C L E I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure and probation, classroom teachers, special education classroom teachers, speech and language pathologist, teacher consultant, guidance counselors, librarians, and driver education instructors 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 hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit, as defined, and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate wages, hours, and working conditions or other matters of concern 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.
- C. Assessments and/or dues authorized by the Association shall be deducted from the regular salaries of all teachers and remitted not less frequently than "monthly" during the months of October, November, December, January, February, March, April, and May to the Association. 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.
- D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Law or any other Michigan or Federal laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- E. Professional Responsibilities:
1. Membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status, or national origin.
 2. It is recognized that because of religious conviction, or otherwise, some teachers object to joining any organization engaged in collective bargaining. At the same time, it is recognized that the proper negotiations and the administration of collective bargaining agreements entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements.
 3. The Board and the Association, therefore, recommend that consistent with the professional standards, all teachers become members of the professional organization. Those teachers not wishing to join the Association will have an

amount equal to the Association dues deducted from their checks and paid to the Association.

A R T I C L E I I

BOARD OF EDUCATION RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby 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 Constitution 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 relocations 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.

A R T I C L E I I I

STRIKE PROHIBITION

The Association recognizes that strikes (as defined by Section 1 of Public Act 336 of 1947, as amended, of Michigan) by teachers are contrary to law and 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.

A R T I C L E I V

PROFESSIONAL NEGOTIATIONS

- A. At least 90 days prior to the date this Agreement expires, the Board agrees to negotiate with the Association over a successor Agreement. Any Agreement so negotiated will be reduced to writing and a copy will be made available to the Association within 60 days after ratification.
- B. 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. This Agreement shall supercede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supercede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this agreement.
- C. Despite reference herein to the Association as such, the Association reserves the right to act hereunder through properly authorized individual member or designated representatives upon advance written notice to the Superintendent of Schools.

A R T I C L E V

USE OF SCHOOL FACILITIES

- A. Upon the written request of the Association and the approval by the Superintendent of Schools or his designate, meeting facilities will be made available to the Association. The Association shall reimburse the Board at the rate established by the Board for the use of such facilities by other organizations in the community.
- B. The Association shall have use of all equipment at times and under procedure approved by the Superintendent of Schools. The Association agrees to pay at school cost for all materials used for its purpose, except, the Board agrees to provide at no expense to the Association one copy of the Board financial information available by law to the general public.
- C. Upon approval of the Administration, the Association may use the lounge and work room bulletin boards.
- D. Inter-school mail service shall be granted to the Association for the conduct of school or Association business only.
- E. The Association agrees to reimburse the board for any damage to equipment entrusted to its use and care.
- F. Association meetings shall not be conducted during the assigned teacher work day.

A R T I C L E V I

GRIEVANCE PROCEDURES

A. Definitions:

1. A "grievance" is an alleged violation, misinterpretation, or misapplication of specific provisions of this Agreement.
2. An aggrieved person" is the person or persons making a grievance.
3. A "party in interest" is the person or persons making the grievance and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

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 teacher 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 teacher on a third year of probation.
 - b. The termination of services or failure to re-employ any teacher 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. If the Association 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, the written grievance will be immediately escalated by the Association to the next level. In the event 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 inherent in this Article will be reduced so that the Grievance Procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

1. Level One
The teacher who feels that he has a grievance should first take the matter up verbally with the Principal of the school (within six (6) working days following the act or condition which is the basis of the grievance), who will attempt to resolve it with him.
2. Level Two
If this fails to resolve the grievance (within ten (10) days of the act or condition mentioned above), the teacher shall reduce the grievance to writing specifying the section of the contract he alleges is violated, the events that cause the alleged violation, and the remedy he seeks.
 - a. Within five (5) working days of receipt of the grievance, the Principal shall hold a conference with the view of satisfactorily resolving the grievance. At the time of the conference, the teacher may appear personally or 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 teachers.
 - b. Within five (5) working days, or longer if mutually agreed to, the Principal shall answer such grievance in writing.
 - c. If the grievance is not appealed within ten (10) working days, the Principal's decision will be final.
3. Level Three
If the Association does not accept the Principal's answer, the grievance may be appealed to the Superintendent of Schools by sending such notice to him within ten (10) working days from the date of the Principal's decision.
 - a. Within ten (10) working days of receipt of the appeal, the Superintendent, or his designated representative, will hold a conference to satisfactorily resolve the grievance. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teachers.
 - b. Within ten (10) working days, or longer if mutually agreed to, the Superintendent, or his designated representative shall answer such grievance in writing.
 - c. Such an answer shall be final and binding unless appealed to the next step within ten (10) working days from the date of the decision.
4. Level Four
If the Association does not accept the Superintendent's answer, the grievance may be appealed to the Board by sending such written notice to them through the Secretary of the Board of Education within ten (10) working days from the date of the Superintendent's decision.
 - a. Within fifteen (15) working days of receipt of the appeal, the Board, or their designated representative, will hold a conference to satisfactorily solve the grievance. Such conference shall be scheduled at a

time when there is no disruption of normal school routine and duties of the teachers.

- b. Within ten (10) working days, or longer if mutually agreed to, the Board, or their designated representative, shall answer such grievance in writing.
- c. Such answer shall be final and binding unless appealed to the next step within ten (10) working days from the date of the decision.

5. Level Five

If the grievance is not settled at the preceding step, it may be submitted to arbitration at the election of either party. The matters to be arbitrated shall be submitted to a single arbitrator, as follows:

- a. Within the ten days referred to above (Level 4-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 from 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. The Arbitrator shall, therefore, not have authority nor shall he consider his function 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. 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. Past practice of the parties in interpreting or applying 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 written terms of this Agreement. The Arbitrator has no obligation or function to render decision or not to render a decision merely because in his opinion such decision is fair or equitable or because in his 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 proceed to decide such issue before proceeding to hear the case upon the merits. The Arbitrator shall have the authority to determine whether he will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the Arbitrator determines that such grievance

fails to meet said test of arbitrability, he 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 the arguments in support thereof. 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 equally by the Board and the Association.

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. Any party in interest may be represented at all stages of the grievance procedure by a person of his own choosing, except he may not be represented by a representative or by any officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association will have the right to present and to state its views at all stages of the grievance procedure.

E. Miscellaneous

1. If a grievance affects a group or class of teachers, the party may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Three A, B, and C.
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 grievance chairperson. Decisions at level one will be presented in writing to the aggrieved party.
3. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
4. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the grievance

procedure; provided, however, that nothing herein contained will deprive any teacher of any legal right which he presently has, provided, that if a teacher 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, representatives of the Association will report to the principal of the building being visited, or his designate if available, and state the purpose of the visit immediately upon arrival.

GRIEVANCE REPORT FORM

Grievance Number _____ Public School Distribution of Form:
1. Superintendent - Yellow
2. Principal - White
3. Association - Pink
4. Grievant - Green
Grievance Filed - Level I II III IV
(Circle One)
Date _____ 19__
Submit to Principal in Duplicate

STEP I

Level I Level II
(Cross out one)

A. Date cause of grievance occurred _____
B. Provisions Violated _____
C. Remedy Sought _____

Date _____ Signature _____

D. Disposition by Principal - Level I - Level II
(Cross Out One)

Date _____ Signature _____

E. Position of grievant and/or F.E.A. _____

Date _____ Signature _____

STEP II

Level III

A. Date received by the Superintendent of Schools or designee _____
B. Disposition by Superintendent _____
Date _____ Signature _____

C. Association's Response: Accepted _____ Appealed _____
Date _____ Signature _____

STEP III

Level IV

A. Date received by the Board of Education or designee _____

B. Disposition by Board of Education _____

Date _____ Signature _____

C. Association's Response: Accepted _____ Appealed _____

Date _____ Signature _____

STEP IV

Level V

A. Date submitted to arbitration _____

A R T I C L E V I I

TEACHING CONDITIONS

A. Board and Association Agreement

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. Optimum Use of School Facilities

The parties recognize that the availability of optimum school facilities for both students and teacher 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 insuring that the energy of the teacher is primarily utilized to this end.

C. Whenever feasible under the circumstances (availability of teachers, facilities, and financial resources) the maximum number of pupils per teacher shall be as follows:

1. Grades K-6

a. In grades K-6, efforts will be made to achieve a goal of thirty (30) students as the maximum class size. If at any time the K-6 classroom exceeds 30 students, a merit rate of \$2.50 per day per student in excess of 30 shall be paid. Except for Special Education students, for which overload will be paid at the rate of \$.85 per hour to a maximum of \$2.50 per day. An attempt will be made not to exceed 34 students.

b. If the overload situation is not resolved after ten (10) school days, payment is retroactive and continues at the rate established in C. 1. a. of this Article, for as many days as the student or students create an overload including the two teacher record days. No overload payments will be made for days lost, unless made up. No overload payments will be made for exam days, unless sufficient students are required to take exams and create an overload situation. No overload payments will be made on days of inservice when students are not in attendance.

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 32 students, a merit pay of \$.85 per student per class in excess of 32 students will be paid. An attempt will be made not to exceed 36 students.

b. If the overload situation is not resolved after ten (10) school days, payment is retroactive and continues at the rate established in C. 2. a. of this Article, for as many days as the student or students create an overload including the two teacher record days. No

overload payments will be made for days lost unless made up. No overload payments will be made for exam days, unless sufficient students are required to take exams and create an overload situation. No overload payments will be made on days of inservice when students are not in attendance.

- c. Special classes including typing, Industrial Arts, Drafting, P.E. Boys and Girls, vocal and instrumental music, home economics, shall have classloads governed by the physical facilities.
3. Special Education and Remedial Class ratios shall be in accordance with the State 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 and globes, laboratory equipment, current periodicals, standardized tests and 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 reasonably and properly equipped and maintained.

Requests from teachers for additional texts, library materials, maps, globes, and all teaching equipment shall be submitted in writing 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. To relieve teachers of all non-academic duties, the Board will consider the employment of teacher aids at the elementary and secondary level.
- F. The Board shall make available in each school, adequate lunchroom, restroom, telephone, lounge, and work space facilities exclusively for staff and invited guests.
- G. The Board recognizes further 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.
- H. 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 Public Act 239 of 1984, as amended, does not require students make up of the first two (2) such days called during any school year, and the Board shall not require the teachers to do so. It is understood that the teachers shall

not lose any compensation for the first two (2) such days called during any school year. Any student make-up days over and above these two (2) days during any school year shall be made up with no additional compensation. If Public Act 239 of 1984, as amended, is changed, the parties agree that they will adhere to changes required up to and including the reinstatement of the following language:

The first five (5) such days shall not be made up. Thereafter, the Board may add to the schedule, at the end of the year, one day for every two (2) of such days missed. (Days #7, #9, #11, etc., not to be made up; days #6, #8, #10, etc., may be made up at the discretion of the Board.)

The intent of this language is that the Freeland Community School District will not incur any loss of State School Aid.

ARTICLE VIII

TEACHER EVALUATION

- A. Teachers should be aware that evaluation is an ongoing process and that an individual teacher may be subject to an evaluation each school year.
- B. All classroom evaluations in each building shall be consistent in form and format.
 - 1. If the administration believes a teacher is performing below acceptable standards, a conference will take place as soon as is practicable (not to exceed six weeks) after an observation(s) which has led to the belief.
 - 2. The conference will be documented and the administration shall suggest methods of correction and will work with the teacher toward improvement.
 - 3. Problem areas will be addressed throughout the school year and conferences may be requested by either the teacher or the administrator.
- C. Probationary and Tenure Personnel
 - 1. The Administration shall evaluate the performance of each probationary faculty person at least once each semester.
 - 2. The Administration shall evaluate the performance of each continuing tenure faculty person at least once in each three (3) year period.
 - 3. The evaluation shall be completed at a joint conference between the faculty member and the administration. Conferences should take place during the evaluation process with a final conference being required no less than six (6) weeks prior to the completion of the school year. Individual evaluations may be completed through the final six (6) weeks if the teacher is notified in writing by the administration.
 - 4. An original and two (2) copies of the evaluation form shall be prepared and signed by the Administrator and by the faculty person. Such signature shall be understood to indicate awareness of the material, but not necessarily agreement with the content of the material. One (1) copy of the evaluation form shall be retained by the faculty person being evaluated and the original shall be filed in the Superintendent's office.
- D. Any complaints regarding a teacher made to the Administration by any parent, student, or other person which may be considered in the evaluation of said teacher's performance, should be brought to the teacher's attention in writing, within five (5) working days of receipt of the complaint.
- E. Each teacher will have the right, upon request, to review the contents of his 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.

- F. The sample evaluation form attached to this Agreement will be used as a format in evaluating staff personnel. Individual items of evaluation shall be determined by the Administration with consultation of the Association. The Board agrees that the Association will review any changes in the attached evaluation form and assist in the formulation of changes.
- G. Upon the written request of the teacher, a copy of the classroom evaluation shall be given to the building representative.
- H. Total evaluation of a teacher will be made up of the classroom observations and observations of teacher conduct that could have an impact on education.
- I. If an administrator observes an unsatisfactory situation other than during the observation of the classroom performance, the teacher will be informed within five (5) working days of the observation of each situation.

FREELAND COMMUNITY SCHOOL DISTRICT
TEACHER EVALUATION FORM

School Year _____

Teacher _____ Status: Tenure ___ Probation 1_ 2_ 3_

Building _____ Assignment _____

Evaluator _____ Evaluation Date _____

Length of Classroom Evaluation _____

CODE: E = Excellent US = Unsatisfactory*
 S = Satisfactory DNA = Does Not Apply

*If an Administrator believes a teacher is doing unacceptable work, the reasons therefore, shall be set forth in specific terms and shall identify the suggested method of correction.

	E	S	US	DNA
I. PERSONAL CHARACTERISTICS				
A. Uses voice effectively	___	___	___	___
B. Is enthusiastic	___	___	___	___
C. Is tolerant and open minded and can accept new ideas	___	___	___	___
D. Is self-controlled in most situations	___	___	___	___
E. Maintains good relations with students	___	___	___	___
F. Is appropriately dressed	___	___	___	___
II. TEACHER-STAFF RELATIONS				
A. Conforms with published policies and procedures of the District	___	___	___	___
B. Shows a willingness to share ideas and techniques with professional staff members	___	___	___	___
III. CLASSROOM CONTROL AND MANAGEMENT				
A. Is punctual in meeting classes and other assignments	___	___	___	___
B. Enforces published policies and procedures	___	___	___	___
C. Handles school routine promptly and efficiently	___	___	___	___
D. Renders prompt and accurate reports	___	___	___	___
E. Maintains appropriate control over classroom situation	___	___	___	___
F. Room is maintained in a manner to facilitate learning	___	___	___	___
IV. INSTRUCTIONAL/GUIDANCE SKILLS				
A. Uses adequate samples of work in evaluating students	___	___	___	___
B. Long range planning	___	___	___	___
C. Daily planning	___	___	___	___

TEACHER COMMENTS

Teacher's Signature _____ Date _____

NOTE: The signature of the teacher indicates that he/she has read this evaluation and has knowledge of its contents. It does not necessarily imply agreement with this evaluation.

COPY DISTRIBUTION:

White (Original) - Superintendent
Canary - Principal
Pink - Teacher

A R T I C L E I X

DISCIPLINE AND JUST CAUSE

- A. The Board agrees that its rules and regulations governing employees will be reasonable.
- B. Enforcement of discipline will be for just cause.
- C. If a teacher is to be reprimanded, suspended with or without pay, and/or discharged by the Board or its representative, he will be entitled to have a representative of the Association present.

A R T I C L E X

TEACHING HOURS

A. The teacher hours and student attendance day in the Elementary, and Jr./Sr. High Schools shall be as follows:

1. Teachers will begin their work day by reporting 15 minutes before the start of each student day to their assigned station unless given specific other assignment by the building principal.

Teacher hours: Elementary School 8:25 a.m. - 3:29 p.m.
Jr./Sr. High School 7:45 a.m. - 2:49 p.m.

2. Kindergarten Day: Hours of the kindergarten students shall be established by school law (normally 2½ hours per day).

(The above times are reflective of total maximum attendance hours and specific starting and dismissal times for students may be adjusted by the Board. Teacher hours may be adjusted by mutual agreement between the Board and the Association.)

3. In the event of scheduled teachers meetings, the teacher hours will be extended not more than 45 minutes, and not occur more than 12 times a year.

4. Equal prep time shall be provided for K-12 staff. The prep time for all staff shall be equal to one 7-12 grade class period in length.

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.

C. Teachers in any department in the Elementary and Jr./Sr. High schools may have a Department Chairman appointed by the Superintendent of Schools and building principal for a one school year term.

1. Specifically, the Department Chairman shall make suggestions concerning:

- a. Scheduling
- b. Expenditures for textbooks and teaching supplies
- c. Teacher requests for materials, books, speakers, etc.
- d. Applicants for teaching positions
- e. Placing student teachers in appropriate assignments
- f. Inservice training

2. The Department Chairman, as educational leader of the department(s), has responsibilities including the following:

- a. Continuing evaluation of existing programs
- b. Evaluation of new programs developed in other schools
- c. Recommending new programs
- d. Maintaining accreditation standards within department(s)

- e. Serving as spokesman for the department before the district Curriculum Council
 - f. Maintaining an up-to-date file of department records
 - g. Maintaining contact with neighboring schools' programs
3. The Department Chairman shall receive, as soon as it is processed, a copy of all requisitions for that grade or department for reference and verification of orders. Access to purchase orders shall be made available in all buildings to the Department Chairman.
 4. Teachers shall have the right to refuse an appointment to the position of Department Chairman.

A R T I C L E X I

TEACHER EMPLOYMENT AND ASSIGNMENT

- A. The Board establishes as minimum requirements for initial employment of teachers, the possession of a bachelor's degree and Michigan Elementary or Secondary Provisional 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.

When contracts are issued for persons with special certification or permits, the contract language will reflect the provisions of Section 569 of the School Codes of 1955 (Act No. 269, P.A. 1955, as amended, Compiled Laws 1948, Sections 340.569, 390.1141, and 390.661) Special Certificate Contract Language:

"This contract shall terminate with the expiration date of the Special Certificate or Permit, or if it is suspended or revoked by proper legal authority, or at such time as the employing district is able to secure the service of a qualified teacher holding a valid and appropriate provisional or permanent certificate."

- B. Teachers shall not be assigned, except temporarily and with good cause, outside the scope of their teaching certificate and/or their major or minor fields of study. The teacher involved shall be notified at the time of the special assignment.
- C. Teachers in the system who will be affected by a change in grade and/or subject assignment for the ensuing school year will be notified prior to 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 Board shall not make changes without good cause. Good cause shall include, but not be limited to teacher resignations, terminations, requests and/or return to/from leaves of absences, changes in enrollments or finances. 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 teacher in grades 7-12 shall be assigned to five teaching periods or special responsibility periods, a preparation period and a homeroom in a six period day.
 2. An attempt will be made in Grades 7-12 to limit the number of preparations to three 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 special classroom teachers (library, music, art, etc.) are on assignment in a classroom, they will be considered the regular teacher. This time will be planning for the regular teacher.

E. The Board shall attempt to secure substitutes whenever they are 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 hour substituted shall be one-fifth of the daily substitute rate.

ARTICLE XII

VACANCIES, PROMOTIONS, AND TRANSFERS

- A. Should a vacancy in any bargaining unit position in the district occur, 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 of Schools. Applications will be considered should such a vacancy occur either during the school year or during the summer. This application must be renewed annually.

In filling a vacancy, the Board shall make the decision on the basis of length of time each applicant has been in the school system, the professional background, and attainments of all applicants. This will not preclude the Board of Education from hiring outside the system. The decision of the Board shall be final.

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 weeks prior to 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 prior to the filling of that position.

- B. In filling promotional vacancies to the administrative positions, the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the school district, of all applicants from within the school district. The parties recognize, however, that the filling of vacancies at the supervisory and administrative positions is a prerogative of the Board, and the decision of the Board with respect to such matters shall be final.
- C. The parties agree that unrequested transfers of teachers are to be avoided whenever possible. 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 A above.

Any teacher who shall be transferred to a supervisory or executive position and hold that position for no more than two years and shall return to a teacher status shall be entitled to retain such rights as he may have had under this agreement prior to such transfer and including seniority.

- D. REDUCTION IN PERSONNEL - In the event of unforeseen change of student population or other conditions necessitating a reduction of the number of teachers employed by the Board of Education, the following procedure shall be followed.
1. The Superintendent shall notify the Association at least 90 days before the end of the school year if a lay-off of teaching personnel is contemplated. Reasons 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. If a reduction of staff becomes necessary, the board will act to determine what courses are to be maintained in the curriculum and how many sections of each course or grade. Staff will be retained who are most senior and who are certified and qualified to fill the positions as determined by the Board.
4. Involuntary transfers may, whenever possible, (in the sole discretion of the Board) be made in order to complete any reduction in staff.

Length of service shall be from 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.)

5. When there is an increase in teaching positions following such a layoff, or positions become available through natural attrition, the teacher with the most seniority in the district shall be the first to be recalled. Such recalled employee must have the necessary certification and qualifications for the position at the time of the recall. Failing the certification requirement, a less senior teacher will be recalled and/or employed to fill the position. If the more senior teacher is subsequently certified, they shall not have the right to displace anyone who is currently under (active) contract. They shall be recalled to the next available position for which they are certified to teach.
6. Involuntary transfers may, whenever possible (in the sole discretion of the Board) be made in order to accommodate a recall by seniority.
7. When two or more teachers have the same length of service, the teacher with the earliest birthdate (day and month) shall be considered senior.
8. A teacher laid off shall have all benefits, including seniority, frozen for his use upon return. Should a teacher fail to respond in writing to the Superintendent within ten (10) days after the receipt of a certified, restricted delivery letter of recall, his seniority and all other benefits with the district shall terminate and there shall be no further obligation or right to recall. Laid off teachers shall have an obligation to maintain a current mailing address with the Board and shall be obligated to notify the Board in writing of any changes in address while on layoff.
9. A laid off teacher who is employed in education outside this master agreement may give reason(s) for refusing recall which will be considered by the Board. If deemed

appropriate, the Board will grant an extension of (no more than two) recall rights and the individual will be retained on the seniority list and will be recalled as future positions become available.

10. The Board will issue a current seniority list to each teacher at the beginning of each school year.
 11. All laid off teachers shall, at their option, be placed on the appropriate district substitute teacher list. This list will be updated annually, and it is the individual teacher's responsibility to submit in writing their continued interest in being on such list.
- E. For purpose of application of this contract, the following criteria will be used for determination of minimal "qualification" for a particular decision.
1. Grades K-6
 - a. K-8, K-12 certification or certificate endorsement, OR
 - b. Student teaching experience in grades K-6 OR successful teaching experience in grades K-6; provided, that in either event, applicable experience must have been within the last three (3) years.
 2. Grades 7-8
 - a. K-8, K-12, 7-8, or 7-12 certification or certificate endorsement AND a major or minor or the equivalent number of requisite hours in the specific discipline of all assigned classes, OR
 - b. Certification as above AND either student teaching experience in that discipline or successful teaching experience; provided that in either event applicable experience must have been the specific discipline of all assigned courses AND have been within the last three (3) years; provided further that in either event the individual must have sufficient hours to meet North Central qualifications.
 3. Grades 9-12
 - a. K-12, or 9-12 certification OR certificate endorsement AND a major, minor, or the equivalent hours to meet North Central qualifications in the specific discipline of all assigned classes, OR
 - b. Certification AND either student teaching experience or successful teaching experience; provided that in either event applicable experience must have been in the specific discipline of all assigned courses AND have been within the last three (3) years; provided further that in either event the individual must have sufficient hours to meet North Central qualifications.
- F. When rehiring and where more than one tenured staff member is both certified and "minimally qualified" (as defined in 1-3 above) for any particular position, the administration and Board shall compare the respective qualifications of the eligible tenured staff members on the basis of the below-listed criteria in accordance with the above collective bargaining contract, and will assign the position to the staff member best qualified for the position (or, where two or more tenured staff members are

determined to be equally qualified, to the staff member with the greatest length of seniority in the system).

The specific criteria for comparative analysis of "qualifications" shall be:

- 1.. Background - the sum of one's experiences - training, preparation, education, etc.
2. Experience - having been actively involved and successfully engaged in the teaching of a particular discipline.
3. Evaluation - to ascertain the value or to appraise past teaching performance.
4. Certification - act of certifying or state of being certified.
5. Attainment - acts of achievement during individual tenure as a teacher.
6. Attendance - daily presence at work station.

ARTICLE XIII

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. The 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 his 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 assault upon a teacher which had its inception in a school-centered problem, shall be reported immediately in writing to the Superintendent or his designated representative. 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 defense, provided the teacher was performing his duties in compliance with Board and school policies.
- D. Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Workman's Compensation, shall not be charged against the teacher unless he is adjudged guilty by a court of competent jurisdiction.
- E. If, as a result of an accident or assault not caused by his negligence in the course of his employment, a teacher is injured or suffers damages to or destruction of clothing and glasses, the Board or its workmen'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 negligence in the course of his 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 negligence in the course of his 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 with respect to the safety of pupils 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.

A R T I C L E X I V

REQUIRED HEALTH AND TUBERCULOSIS EXAMINATION

- A. Each teacher shall present a physician's current statement or a copy of a recent Michigan Health Department report (from a Mobile Unit or Office) declaring that his or her lungs are free from tuberculosis to the Administration Office upon employment in the school district and prior to October 15 every third year thereafter. For the purpose of satisfying the clause, certification that a test has been taken will be accepted until results of that test are received by October 15 of the school year in which the card expires. Teachers may be subject to disciplinary action if requirements are not fulfilled.

- B. Prior to employment, re-employment, or reinstatement, all teachers may be required to file with the Board certification of satisfactory health signed by a competent physician.

A R T I C L E X V

LEAVES OF ABSENCE

A. Explanation and Procedures for Leaves of Absence:

1. An Association member may, upon written request and approval of the Board, be granted a leave of absence, not to exceed one (1) year, subject to renewal at the discretion of the Board.
2. Written application for such leave shall be made by the teacher addressed to the Superintendent of Schools. Such leave, if granted, must serve not only the interests of the teacher, but also of the school district.
3. During leave of absence, there shall be no compensation from this school district.
4. Leave of absence may be denied or terminated by the Board upon violation of the master agreement or in a case where the leave is being used for other than the purpose(s) 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 he wishes to return, or not later than November 1 if he wishes to return at the beginning of the second semester of any school year.
6. Teachers returning from leave shall be placed in their original position if it is available, otherwise they shall be reinstated in another position for which they are certified at the earned experience step and the appropriate salary.
7. Time spent on leave shall not be counted as active service in the school district for salary purposes except the Superintendent of Schools may, at his 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.
8. Sick leave days earned prior to a leave of absence shall be held in reserve pending the return of the teacher from such leave. No sick leave days will be accumulated during a leave of absence.
9. The Association shall be granted up to 10 days leave to be used for sending teachers to conferences and meetings. The Association will, whenever possible, give written notice to the principal involved 10 days prior to the time the leave is needed. The Association will assume the cost of the substitute.
10. Personal accident involving Workman's Compensation:
Sick leave allowance for teachers injured while working for the Freeland Community School District and thus becoming eligible for Workmen'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 he is unable to work as a result of an accident.
- b. An employee who is absent due to an injury which is compensable under Worker's Compensation may use his 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 regular salary amount according to his placement on the salary schedule at the time of the injury. The obligation of the employer is only for the proportional amount necessary to supplement the maximum benefit provided to the employee from Worker's Compensation until the employee accumulated sick leave is exhausted or the employee 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 employee 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. Personal Sick Leave:

Sick leave will be allowed to 10 days per year accumulative to a maximum of 135 days. Total days accumulative sick leave shall be furnished with the first pay check of the new school year.

- a. Teachers in the school system shall be credited with 10 days sick leave on the first teaching day of each new school year.
- b. First year teachers shall be accredited with 5 days sick leave of their 10 accumulative for that year at the beginning of each semester of the school year. (First year teachers who use an excess of their accumulative sick leave during the early part of the school year shall receive reduction in pay for excessive days used. If during the balance of the year the teacher accumulates sick leave, salary will be allowed for earlier reduction.)
- c. Personal sick leave days may be used by the teacher to care for an immediate family member when ill.
- d. Teachers may use their sick leave days for pregnancy related disabilities.

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. These days may not be used to extend any vacation, recess, or holiday period. Personal leave days may be taken as full 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 for the same day will be granted on a seniority basis.

3. Child Care Leave:

- a. With the addition of a child to the teacher's family by birth or adoption, the Board shall grant a one year leave of absence for child care leave without pay upon written request for such leave.
- b. The leave may be extended up to a period of two years by the written request of the teacher and with the Board's approval.

4. Death in Family:

- a. Five (5) days - Death of husband, wife, or children, or either.
- b. Three (3) days - death of teacher's mother, father, brother, sister, grandparents, members of the immediate household, or spouse's mother or father. (Should death be out-of-state, two (2) days traveling time is allowed.)

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 deducted from his regular salary payment. Teachers shall report to regular assignments when jury duty is one-half day or less.

7. Holidays:

The following holidays will be observed: Labor Day, Thanksgiving, Christmas, New Years, Good Friday, Memorial Day. Other religious holidays may be observed by individuals with the permission of the Administration.

8. Other Leaves:

Absence from duty may be authorized by the Building Principal except in those instances where Board policy or Administrative regulations expressly reserve 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.

A R T I C L E X V I

SALARY SCHEDULE

Principles:

The salaries of all teachers covered by this Agreement are set forth in Appendix A which is attached hereto and made a part hereof. Such salary schedule shall remain in effect during the term of this Agreement.

Teachers shall not be required to report for more than two days of pre-school conferences of which one-half ($\frac{1}{2}$) shall be uninterrupted days of classroom preparation prior to the beginning of classes, or to remain more than one day after classes end in June, provided all required reports have been completed and filed with the Administration.

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 application to the administration, teachers may be granted leaves with pay to attend conferences related to their subject matter field.

APPENDIX A

SALARY SCHEDULE - 1987-1988

This schedule is attached to and incorporated in the Agreement drawn between the Board of Education of the Freeland Community School District and the Freeland Education Association.

<u>Experience Step</u>	<u>B.A. INDEX</u>		<u>M.A. INDEX</u>	
0	1.00	17,588.84	1.13	19,875.39
.5	1.03	18,116.51	1.16	20,403.06
1	1.06	18,644.17	1.19	20,930.72
1.5	1.10	19,347.73	1.23	21,634.28
2	1.14	20,051.28	1.27	22,337.83
2.5	1.18	20,754.84	1.31	23,041.39
3	1.22	21,458.39	1.35	23,744.94
3.5	1.25	21,986.06	1.38	24,272.60
4	1.28	22,513.72	1.41	24,800.27
4.5	1.31	23,041.39	1.44	25,327.94
5	1.34	23,569.05	1.47	25,855.60
5.5	1.37	24,096.72	1.50	26,383.27
6	1.40	24,624.38	1.53	26,910.93
6.5	1.43	25,152.05	1.56	27,438.60
7	1.46	25,679.71	1.59	27,966.26
7.5	1.49	26,207.38	1.62	28,493.93
8	1.52	26,735.04	1.65	29,021.59
8.5	1.555	27,350.65	1.685	29,637.20
9	1.59	27,966.26	1.72	30,252.81
9.5	1.625	28,581.87	1.755	30,868.42
10	1.66	29,197.48	1.79	31,484.03

LONGEVITY SCHEDULE - 1987-1988

<u>Years of Service</u>	<u>B.A. INDEX</u>		<u>M.A. INDEX</u>	
11-16	1.69	29,725.15	1.82	32,011.70
17-22	1.73	30,428.70	1.86	32,715.25
23 or more	1.78	31,308.14	1.91	33,594.69

Total Teacher Days = 186

Total Student Days = 180

APPENDIX A

SALARY SCHEDULE - 1988-1989

This schedule is attached to and incorporated in the Agreement drawn between the Board of Education of the Freeland Community School District and the Freeland Education Association.

<u>Experience Step</u>	<u>B.A. INDEX</u>		<u>M.A. INDEX</u>	
0	1.00	18,468.28	1.13	20,869.16
.5	1.03	19,022.33	1.16	21,423.21
1	1.06	19,576.38	1.19	21,977.26
1.5	1.10	20,315.11	1.23	22,715.99
2	1.14	21,053.84	1.27	23,454.72
2.5	1.18	21,792.57	1.31	24,193.45
3	1.22	22,531.30	1.35	24,932.18
3.5	1.25	23,085.35	1.38	25,486.23
4	1.28	23,639.40	1.41	26,040.28
4.5	1.31	24,193.45	1.44	26,594.33
5	1.34	24,747.50	1.47	27,148.37
5.5	1.37	25,301.55	1.50	27,702.42
6	1.40	25,855.59	1.53	28,256.47
6.5	1.43	26,409.64	1.56	28,810.52
7	1.46	26,963.69	1.59	29,364.57
7.5	1.49	27,517.74	1.62	29,918.62
8	1.52	28,071.79	1.65	30,472.67
8.5	1.555	28,718.18	1.685	31,119.06
9	1.59	29,364.57	1.72	31,765.45
9.5	1.625	30,010.96	1.755	32,411.83
10	1.66	30,657.35	1.79	33,058.22

LONGEVITY SCHEDULE - 1988-1989

<u>Years of Service</u>	<u>B.A. INDEX</u>		<u>M.A. INDEX</u>	
11-16	1.69	31,211.40	1.82	33,612.27
17-22	1.73	31,950.13	1.86	34,351.00
23 or more	1.78	32,873.54	1.91	35,274.42

Total Teacher Days = 186

Total Student Days = 180

APPENDIX A

SALARY SCHEDULE - 1989-1990

This schedule is attached to and incorporated in the Agreement drawn between the Board of Education of the Freeland Community School District and the Freeland Education Association.

<u>Experience Step</u>	<u>B.A. INDEX</u>		<u>M.A. INDEX</u>	
0	1.00	19,437.86	1.13	21,964.79
.5	1.03	20,021.00	1.16	22,547.92
1	1.06	20,604.14	1.19	23,131.06
1.5	1.10	21,381.65	1.23	23,908.57
2	1.14	22,159.17	1.27	24,686.09
2.5	1.18	22,936.68	1.31	25,463.60
3	1.22	23,714.19	1.35	26,241.12
3.5	1.25	24,297.33	1.38	26,824.25
4	1.28	24,880.47	1.41	27,407.39
4.5	1.31	25,463.60	1.44	27,990.53
5	1.34	26,046.74	1.47	28,573.66
5.5	1.37	26,629.87	1.50	29,156.80
6	1.40	27,213.01	1.53	29,739.93
6.5	1.43	27,796.15	1.56	30,323.07
7	1.46	28,379.28	1.59	30,906.20
7.5	1.49	28,962.42	1.62	31,489.34
8	1.52	29,545.55	1.65	32,072.48
8.5	1.555	30,225.88	1.685	32,752.80
9	1.59	30,906.20	1.72	33,433.13
9.5	1.625	31,586.53	1.755	34,113.45
10	1.66	32,266.86	1.79	34,793.78

LONGEVITY SCHEDULE - 1989-1990

<u>Years of Service</u>	<u>B.A. INDEX</u>		<u>M.A. INDEX</u>	
11-16	1.69	32,849.99	1.82	35,376.91
17-22	1.73	33,627.51	1.86	36,154.43
23 or more	1.78	34,599.40	1.91	37,126.32

Total Teacher Days = 186

Total Student Days = 180

APPENDIX A

SALARY SCHEDULE - 1990-1991

This schedule is attached to and incorporated in the Agreement drawn between the Board of Education of the Freeland Community School District and the Freeland Education Association.

<u>Experience Step</u>	<u>B.A. INDEX</u>		<u>M.A. INDEX</u>	
0	1.00	20,506.94	1.13	23,172.84
.5	1.03	21,122.15	1.16	23,788.05
1	1.06	21,737.36	1.19	24,403.26
1.5	1.10	22,557.64	1.23	25,223.54
2	1.14	23,377.91	1.27	26,043.82
2.5	1.18	24,198.19	1.31	26,864.09
3	1.22	25,018.47	1.35	27,684.37
3.5	1.25	25,633.68	1.38	28,299.58
4	1.28	26,248.89	1.41	28,914.79
4.5	1.31	26,864.09	1.44	29,530.00
5	1.34	27,479.30	1.47	30,145.21
5.5	1.37	28,094.51	1.50	30,760.41
6	1.40	28,709.72	1.53	31,375.62
6.5	1.43	29,324.93	1.56	31,990.83
7	1.46	29,940.14	1.59	32,606.04
7.5	1.49	30,555.34	1.62	33,221.25
8	1.52	31,170.55	1.65	33,836.45
8.5	1.555	31,888.30	1.685	34,554.20
9	1.59	32,606.04	1.72	35,271.94
9.5	1.625	33,323.78	1.755	35,989.68
10	1.66	34,041.52	1.79	36,707.43

LONGEVITY SCHEDULE - 1990-1991

<u>Years of Service</u>	<u>B.A. INDEX</u>		<u>M.A. INDEX</u>	
11-16	1.69	34,656.73	1.82	37,322.63
17-22	1.73	35,477.01	1.86	38,142.91
23 or more	1.78	36,502.36	1.91	39,168.26

Total Teacher Days = 186

Total Student Days = 180

ARTICLE XVI - PART II - Salary Schedule Continued

NOTES APPLICABLE TO THE SALARY SCHEDULE

- A. The salary schedule shall be based on a single standard pay for all teaching personnel.
- B. Each year taught in this system shall entitle the teacher to one step.
- C. New teachers entering this system 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.
- D. Each year of military service shall equal one step. Military steps will not exceed three (3) annual steps on the salary schedule. This provision applies only to those teachers whose teaching careers were interrupted for military service while under contract in any school system.
- E. Teachers who have had Peace Corp experience shall receive one full increment for each year served, up to a maximum of three increments.
- F. In determining salaries, time taught outside the system of less than one semester or one-quarter (1/4) of an increment will not be considered. Teachers teaching part-day schedule in this system shall be given a full year's credit.
- G. No teacher already in this system shall receive a reduction in contract salary in making the adjustment to this or any new salary schedule.
- H. Reimbursement for those teachers who are working on an advance degree or professional growth classes:
 1. To qualify for partial reimbursement for graduate work on an approved Master's Program, the teacher must have completed one year of probation with the school system and have a satisfactory evaluation. Work must be in the area of certification or have administrative approval.
 2. Teachers employed prior to June 8, 1978, and working on an approved M.A. Program, will be reimbursed at the rate of \$100 per semester hour. Reimbursement will start with the eleventh semester credit hour beyond the bachelor degree. The total number of hours which are reimburseable is limited to the difference between the number of hours required for the M.A. and the first 10 hours. All reimbursement is subject to the approval of the Superintendent.
 3. Doctorate and Special programs and Professional Growth Classes shall be reimbursed at the rate of \$100 per semester hour. These hours are subject to the approval of the Superintendent of Schools.
 4. Any faculty member currently receiving pay for hours which do not qualify under this agreement shall not be cut in pay, but shall be frozen at his current level of hours of reimbursement.
 5. Teachers must provide the Superintendent's office with a transcript of the hours earned. Hours earned during the

present school year will be considered in the following year's contract and must be presented on or before the teacher's first work day. Failure to present the transcripts by the teacher's first work day will disallow reimbursement until the next school year.

I. Extra Load

Teachers who carry an extra class beyond those currently being assigned will be reimbursed \$3,500 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.

J. Choice of Pay Periods

Teachers, when signing their individual contracts, will designate contract payments in full in either 21 or 26 payments.

K. Insurance

1. Health Insurance: Insurance allowance shall be paid at 100% full family per month Blue Cross/Blue Shield Master Medical Option 4 or the teacher shall have the option of coverage of MESSA Super Med II. As an alternative to one of the two foregoing options, teachers may choose medical care coverage under Group Health Services, a health maintenance organization, at its location in Saginaw, Michigan.

2. Group Life Insurance: The Board shall provide Group Life Insurance in the amount of \$35,000 that will be paid to the teacher's designated beneficiary. In the event of accidental death, the Term Life Insurance will pay double the specified amount.

3. Dental Insurance: The Board shall provide MESSA Delta Dental Auto Plus program for the employees of the bargaining unit and their eligible dependents.

4. Long Term Disability Insurance: The Board shall provide Long Term Disability Insurance for each tenured teacher.

5. Vision Care Insurance: The Board shall provide MESSA V.S.P. I vision insurance for the teacher and dependents.

6. It is expressly understood that the Board is only responsible for providing premiums toward insurance coverage. The Board agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the master contract held by the policyholder.

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

L. Teachers who consent to serve as a supervising teacher for college extern students shall be compensated in an amount equal to that provided by the college for this purpose.

M. Pay Docks:

If a teacher's pay is to be docked, his daily wage will be calculated by dividing his base salary by the sum of the number

of instruction days and the number of work days in that year's contract.

N. Terminal Pay:

1. Teachers retiring from public school teaching, having at least 25 years of service to the Freeland Community School District, shall be paid three (3) weeks current salary plus current substitute pay for accumulated sick leave not to exceed a total of Five Thousand Dollars (\$5,000.00).
2. Teachers retiring at age 55 or above, having at least 30 years of service to the Freeland Community School District, shall be paid three (3) weeks current salary plus current substitute pay for each accumulated sick day not used.

O. Retirement:

The Board shall assume the five percent (5%) retirement cost as required under the Michigan State Employees Retirement Fund.

- P. Teachers using their own vehicles for school business shall obtain approval from the Department Head and Building Principal and obtain a trip authorization slip in order to receive reimbursement and be covered by insurance.

- Q. If a Department Chairman is appointed by the Superintendent of Schools, the appointed chairman shall receive a \$300.00 stipend for the school year in which he serves in that appointed capacity.

- R. Driver Education teachers shall be paid at the following rate per assigned hour of classroom, range, or over-the-road instruction: 1987-88 - \$10.00; 1988-89 - \$10.50; 1989-90 - \$11.00; 1990-91 - \$11.50.

S. Longevity Pay:

See Salary Schedule.

- J. All revisions only to Teacher's Master Agreement shall be typed and submitted to the teachers at least two (2) weeks prior to ratification.
- K. These provisions are for a normal (Aug.-June) school year. If changes are made in the school year, the above proposals are immediately open for renegotiation.

A R T I C L E X V I I I

DURATION OF AGREEMENT

The provisions of this Agreement will be effective as of August 16, 1987, and will continue and remain in full force and effect until August 15, 1991.

- A. Contract reopeners: 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 90 days prior to 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 in a good faith effort to reach agreement concerning teacher's salaries and all other conditions of their employment. Such negotiations will include, but not be limited to, the subjects covered by this Agreement and any other matters mutually agreed to be negotiated by the parties. Any agreement so negotiated will apply to all teachers, and will be reduced to writing and signed by the Board and the Association.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this 13th day of April, 1987.

FREELAND BOARD OF EDUCATION

Michael P. Hoewe
Michael P. Hoewe, President

Thomas P. Orr
Thomas P. Orr,
Negotiations Chairman

Board of Education
Negotiations Committee:

Thomas P. Orr, Chairman
Richard F. Burmeister
Lawrence E. Allan

FREELAND EDUCATION ASSOCIATION

Joseph C. Plas
Joseph C. Plas, President

Andrew Kraycsir
Andrew Kraycsir,
Negotiations Chairman

Freeland Education Association
Negotiations Committee:

Andrew Kraycsir, Chairman
Stephen T. Gale
Ray Hollingsworth

