

**FRANKFORT-ELBERTA AREA SCHOOLS**

**2009-2012**

**MASTER AGREEMENT**

**between**

**THE FRANKFORT-ELBERTA AREA SCHOOL BOARD**

**and**

**THE FRANKFORT-ELBERTA EDUCATION ASSOCIATION**

**affiliate of**

**NORTHERN MICHIGAN EDUCATION ASSOCIATION**

**MICHIGAN EDUCATION ASSOCIATION**

**NATIONAL EDUCATION ASSOCIATION**

# TABLE OF CONTENTS

<b>SECTION 1:</b>	<b>BASIC CONTRACTUAL PROVISIONS</b>	
1.1	Recognition .....	1
1.2	Witnesseth .....	1
1.3	Extent of Agreement .....	2
1.4	Duration of Agreement .....	2
1.5	Continuity of Operations .....	2
1.6	Association Dues, Fees and Payroll Deductions .....	3
1.7	Agency Shop - Termination .....	3
1.8	Grievance Procedure .....	4
1.9	Negotiation Procedure .....	6
<b>SECTION 2:</b>	<b>EMPLOYMENT RELATIONSHIPS</b>	
2.1	Hiring, Vacancies, Transfers .....	6
2.2	Association Rights.....	6
2.3	Teacher Qualifications and Assignments .....	7
2.4	Teacher Evaluation.....	7
2.5	Personnel Files and Records.....	9
2.6	Reductions in Personnel, Seniority and Recall.....	9
2.7	Northern Michigan Interactive Telecommunication System..	10
2.8	Discipline of Teachers.....	14
2.9	Rights of the Board.....	15
2.10	Teacher Instructional Aide Relations .....	15
2.11	Teacher Rights.....	15
2.12	Professional Curriculum Study Committee .....	15
<b>SECTION 3:</b>	<b>TEACHING CONDITIONS</b>	
3.1	Student Discipline and Teacher Protection.....	16
3.2	Instructional Materials.....	16
3.3	School Equipment .....	16
3.4	Teaching Hours .....	17
3.5	Class Size and Teaching Conditions .....	17
<b>SECTION 4:</b>	<b>LEAVES OF ABSENCE</b>	
4.1	Professional, Personal and Emergency Leave .....	18
4.2	Unpaid Leaves .....	19
4.3	Illness and Disability .....	20
4.4	Unpaid Infant Child Care Leave.....	22
<b>SECTION 5:</b>	<b>COMPENSATION AND BENEFITS</b>	
5.1	Insurance Protection .....	23
5.2	Salary Schedule .....	24
5.3	Compensation.....	25
5.4	Extra Duty Compensation .....	27
5.5	Terminal Leave Pay.....	30
5.6	School Improvement Plan .....	30
5.7	Calendar .....	31
6.1	Grievance Report Form .....	32
2.6	Addendum - Seniority .....	34

**SECTION 1**

**BASIC CONTRACTUAL PROVISIONS**

**1.1 Recognition**

The Board hereby recognizes the Frankfort-Elberta Education Association, an affiliate of the Northern Michigan Education Association, the Michigan Education Association, and the National Education Association as the exclusive bargaining representative as defined in Section 11 of Act 379 Public Acts of 1965, for all regularly employed certified teaching and guidance personnel but excluding supervisors, substitutes and all other employees. The term teacher, when used hereinafter in this Agreement, shall refer to all employees of the Frankfort-Elberta Area Schools in the bargaining or negotiating unit as above defined. The term Board shall include its officers and agents. The term Association, used hereinafter, shall refer to the bargaining representative and its affiliated associations. The Board agrees not to negotiate with any organization other than that designated as a representative of the Association by the Association.

**1.2 Witnesseth**

FRANKFORT-ELBERTA EDUCATION  
ASSOCIATION, an affiliate of  
NORTHERN MICHIGAN EDUCATION  
ASSOCIATION, MEA/NEA

FRANKFORT-ELBERTA AREA SCHOOLS  
BOARD OF EDUCATION

By \_\_\_\_\_  
President/NMEA

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President/FEEA

By \_\_\_\_\_  
Vice President

By \_\_\_\_\_  
Uniserve Dir.

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Chairperson, Negotiating Committee

By \_\_\_\_\_  
Treasurer

By \_\_\_\_\_  
Negotiating Committee Member

By \_\_\_\_\_  
Trustee

By \_\_\_\_\_  
Negotiating Committee Member

By \_\_\_\_\_  
Trustee

By \_\_\_\_\_  
Negotiating Committee Member

By \_\_\_\_\_  
Trustee

By \_\_\_\_\_  
Superintendent

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

### **1.3 Extent of Agreement**

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to the Agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be 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.

It is further agreed that within ten (10) days of notification of a final and binding determination of such illegality, the Board and Association will commence negotiations to reach a new agreement concerning the subject matter of the provision determined to be illegal. If a new amendment to the agreement cannot be reached and ratified within thirty (30) days the matter may be referred to binding interest arbitration by either party. The rules of appointment and procedure of the American Arbitration Association will be followed in such arbitration.

- E. This agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

### **1.4 Duration of Agreement**

- A. This Agreement shall be in effect for the 2009-2012 school years and expires on August 31, 2012.
- B. Beginning not later than thirty (30) days prior to the expiration of this Agreement the Association and the Frankfort-Elberta Area School Board agree to negotiate over a Successor Agreement in accordance with the procedures set forth herein in good-faith effort to reach agreement concerning teachers' salaries and all other conditions of their employment. Any agreement so negotiated shall apply to all teachers and shall be reduced to writing and signed by the Board and the Association.
- C. The Board agrees to inform the teachers of current Board policies as outlined in the Board Policies Book and of any changes in policy thereafter within fifteen (15) days of its adoption. Notification shall be sent to the Association President.
- D. Representatives of the Association and the Board agree to meet and prepare a school calendar for the following year to be presented to the Board of Education at their regular April Board meeting.

### **1.5 Continuity of Operations**

The Association agrees that it or any of its members shall not authorize, engage in, condone or ratify a strike against the Frankfort-Elberta Area Schools for the duration of this agreement. A strike shall be

defined to include slowdowns, boycotts, picketing, work stoppage of any kind including "mass" sickness, and other connected or concerted activities having the effect of interrupting work or interfering with the normal school business. Any violation of this section shall mean that the local association, or its members involved, may be held liable for any and all damages or injuries suffered by the Board. Further, any members involved may be subject to disciplinary action without recourse to the grievance procedure.

## **1.6 Association Dues, Fees and Payroll Deductions**

- A. Recognizing that under Michigan law, dues and related fees for any employee may be deducted only upon written voluntary authorization of individual employees, written authorization will be required from each employee.
- B. Teacher's authorization must be on file eight (8) days prior to the second pay of the year.
- C. Association Dues Deduction - Payroll deductions for Association dues are continuing unless written revocation notice is made within fifteen (15) school days after the beginning of the school year.
- D. In the event a teacher leaves the school system during the year, automatic revocation of authorization occurs with final payment.
- E. Association dues deduction authorization shall be provided by the Association. Payroll deductions shall be forwarded to the Association treasurer.
- F. Teachers not authorizing payment of dues through payroll deduction shall pay no less than one-half (1/2) of the annual dues on or before December 15 of each school year and the balance on or before April 15 to the Association Treasurer.

## **1.7 Agency Shop**

- A. 1. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association in an amount established by the Association. The bargaining unit member may authorize payroll deduction for such fee in the same manner as provided in Article 1.6 A -F. In the event the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction the Employer shall, pursuant to MCLA 408.477, MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit to the Association under the procedure below.

Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

- 2. The procedure in all cases of nonpayment of the service fee shall be as follows:
  - a. The Association shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is to be effected.

- b. If the bargaining unit member fails to remit the service fee or authorize deduction of same, the Association may request the Board to make such deduction pursuant to paragraph (a) above.
    - c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.
  3. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
  4. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or nonpayment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- B. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  1. The Employer give timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
  2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article 1.7, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.
- C. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.
- D. Upon appropriate written authorization form the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for MEA Financial Services, MEA-sponsored programs (tax-deferred annuities, auto insurance,

homeowner's insurance, etc.), MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and Employer.

## **1.8 Grievance Procedure**

- A. Alleged violations, misinterpretations or misapplications of the provisions of this Agreement and/or the management of section 3000 of the Board policies governing certified personnel may be processed as a grievance as hereinafter provided.
- B. In the event a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal either personally or together with the Grievance Chairperson. The grievance must be filed within twenty (20) school calendar attendance days of the violation, misinterpretation or misapplication or within twenty (20) school calendar days of the discovery thereof. A response shall be forthcoming within five (5) school calendar days following this discussion. If a grievance shall exist the teacher may proceed to Step I of the formal grievance procedure on the grievance report form procured from the Association Grievance Chairperson.

## **FORMAL GRIEVANCE**

### **STEP I**

A copy of the grievance report form, signed by the grievant and grievance chairperson, shall be delivered to the principal, within five (5) school calendar days of the date the response is due. Within five (5) school calendar days of receipt of the grievance the principal shall meet with the grievant or together with the grievance chairperson in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) school calendar days of such meeting, and shall furnish a copy thereof to the Association.

### **STEP II**

If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school calendar days of such meeting, the grievance shall be transmitted to the superintendent within five (5) school calendar days of the date the disposition is due. Within five (5) school days the superintendent shall meet with the grievant or together with the grievance chairperson on the grievance and shall indicate his disposition of the grievance in writing within five (5) school calendar days of such meeting, and shall furnish a copy thereof to the Association.

### **STEP III**

If the Association is not satisfied with the disposition of the grievance by the superintendent, or if no disposition has been made within five (5) school calendar days, the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary of the Board within five (5) school calendar days of the date the disposition is due, and at least seven (7) school calendar days prior to the next regular Board of Education meeting. The Board, no later than its next regular meeting shall meet with the grievant or together with the grievance chairperson on the grievance. Disposition of the grievance in writing by the Board shall be made no later than five (5) school calendar days thereafter. A copy of such disposition shall be furnished to the Association.

### **STEP IV**

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator within ten (10) school calendar days of the date the disposition is due. If the parties cannot agree as to the arbitrator within ten (10) school days he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party at the Board level. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

- A. The fees and expenses of the arbitrator shall be shared equally by both parties.
- B. The time limits provided in this Section shall be strictly observed. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible under the terms of this Agreement.
- C. The grievance procedure shall apply in those areas covered by this agreement, except where specifically excluded by this Agreement or where provisions of the tenure act or law describes the procedure or authorize a remedy.

## **1.9 Negotiation Procedure**

Representatives of the Board and the Association negotiating team will meet as needed in addition to negotiation sessions, for the purpose of reviewing the administration of the contract, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

## **SECTION 2**

### **EMPLOYMENT RELATIONSHIPS**

#### **2.1 Hiring, Vacancies, Transfers**

- A. Whenever a vacancy in any professional position (including teaching, extra-duty, summer school) shall occur in the Frankfort-Elberta Area School System, the Board shall publicize the same by giving written notice of such vacancy to the Association seven (7) days prior to any other public release making known said vacancy. No summer school teaching positions shall be filled until bargaining unit members have turned down said positions. The seven (7) day notice may be waived upon agreement of the association president or other officer.

During the summer no public notification will be released until seven (7) days following the mailing of a certified letter of notification to the president of the Association.

During the school year three (3) copies of the notice will be sent to the Association president for him/her to post in each building. The seven (7) days begin from date of notice.

No vacancy shall be filled except on a substitute basis until notification requirements are fulfilled.

- B. The parties recognize that the filling of positions is a prerogative of the Board of Education and that the decision of the Board with respect to such matters shall be final. Any teacher may apply for any position



- C. To facilitate the filling of vacancies, teachers who are interested in applying for a position which may become vacant are asked to submit a letter of application each year to the Board of Education informing them of such interest. To facilitate notification of vacancies during the summer, teachers are requested to submit a copy of the above letter to the Superintendent and he/she shall by letter notify the teachers who have applied for that vacancy.

## **2.2 Association Rights**

- A. Teacher association business shall not take place during the school day as specified by the master agreement except by the expressed consent of the administration.
- B. The Board agrees to furnish to the Association upon request, information concerning the financial resources of the district including the annual financial reports, and audits, agendas and minutes of Board meetings, (other than the executive sessions), treasurer's reports, census and membership data, names and addresses of all teachers, school budget, and other information which in the opinion of the Board and its agents is necessary to assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, and which is necessary.
- C. The Association agrees to pay by prior arrangements the actual duplication costs of preparing informational reports for their use.
- D. Use of school facilities and inter-school mail by the Association is guaranteed.

## **2.3 Teacher Qualifications and Assignments**

- A. In filling positions the Board will make every effort to secure the person best qualified in training, background, NCLB qualifications and experience related to the vacancy. The decision of the Board as to the filling of any vacancies shall, however, be final.
- B. Each teacher shall be assigned a full daily schedule, with the exception of his/her unassigned preparation time, at his/her regular salary rate without additional compensation. Any changes in a teacher's schedule or study hall and class assignment shall be made only after consultation with the teacher involved. During the summer written notification of pending change shall be sent to the teacher. Where more than one section of a class subject area is taught every effort will be made to assign these duplicate sections to one teacher.

## **2.4 Teacher Evaluation**

- A. Both parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. A committee of two teachers and two administrators shall jointly review the evaluation criteria and document to be used each year. Any changes to the criteria and document arrived at by the above committee are subject to Board and Association approval. It shall also be the responsibility of the above committee to hold a meeting within two weeks from the beginning of the school year for the purpose of explaining any changes to the evaluation process.
- B. All monitoring or observation for purpose of teacher evaluation shall be conducted openly, with the full knowledge of the teacher and in a professional manner in accordance with Section 2.7B of this contract. Teachers recognize that evaluation is not just restricted to evaluations in the classroom, but is a continual process. It begins when you are hired and ends when you leave the employment of the school.

- C. Evaluations are to be conducted between October 1, and May 15, of each contract year.
- D. Any teacher that is not evaluated during the school year will receive a letter of satisfactory performance placed in their file for that year.
- E. The teacher shall be entitled to have his/her mentor teacher at the evaluation conference. Tenure teachers shall be entitled to have an association representative present at the evaluation conference.
- F. The Board and Association realize that a new teacher may need help and orientation to be an effective teacher in the Frankfort-Elberta Area Schools. The parties agree that providing Mentor Teachers for probationary teachers is an essential practice and further agree to cooperate in providing this assistance.
  - 1. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code. The Mentor Teacher may be a member of the bargaining unit.
  - 2. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Association with the approval of the Administration. Should the Association fail to provide the administration with sufficient individuals to serve as Mentor Teachers that the Board, after ten (10) workdays' notice to the Association, may assign current tenured staff members to serve as mentors. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
  - 3. A Mentor Teacher shall be assigned in accordance with the following:
    - a. The Mentor Teacher may be a tenured member of the bargaining unit.
    - b. Participation as a Mentor teacher shall be voluntary.
    - c. The district shall immediately notify the Association of those members requiring a mentor.
    - d. The Administration shall notify the Association when a potential Mentor Teacher is matched with a bargaining unit member (Mentee). This assignment should be finalized within thirty (30) days of the commencement of the starting date of the Mentee.
    - e. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
    - f. The Mentee shall only be assigned to one (1) Mentor Teacher at a time.
  - 4. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other.
  - 5. Upon request, the administration may make available reasonable release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular workday. Where possible the Mentor Teacher and Mentee shall be assigned common preparation time.

6. Mentees shall be provided with a minimum of fifteen (15) days of professional development induction during their first three (3) years of classroom teaching. For purposes of this section a day has been defined at two and one half (2 1/2) hours and may not actually be a full workday as defined in Section 3.4. Teachers who attend induction training during the regular workday will receive their regular salary. Should it become necessary to schedule such training outside the regular workday or work year that the affected teacher will be paid in accordance with 5.3 I. of this Agreement. The training dates, if possible, will be a part of the negotiated calendar.
  7. A mentor teacher, with the permission of the mentee, will attend an administrator/mentee meeting after each observation/visitation. The administrator will notify both the mentee and the mentor of the meeting time and place.
- M. Standardized tests results of academic progress of students shall not be used in any way as evaluative of the quality of a teacher's service or fitness for retention or as a basis for dismissal.

## **2.5 Personnel Files and Records**

A teacher shall have the right to review, at a prearranged time, the contents of his own personnel file containing all records of the district pertaining to said teacher and may be accompanied by a representative of the Association in such a review. No materials shall be placed in the personnel file without copies being sent to the teacher.

## **2.6 Reductions in Personnel, Seniority and Recall**

- A. In the event the Board decides to reduce the number of teachers through layoff due to annexation and consolidation; change in student population; or insufficient funds, the Board shall retain as nearly as possible those tenure teachers having the most seniority in the district in positions requiring certification by the Michigan Department of Education to teach all classes assigned to that particular teaching position and having the best qualifications as required by the North Central Accreditation Standards for all classes assigned to that particular teaching position and having the longest service in their assignment in the district and assignment in their major field.

Probationary teachers will be laid off first where any teacher who has acquired any seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.

Seniority in the school district shall be defined as the length of service to the district pro-rated for part-time employees hired after 8-16-2004 as determined by the date of hire in the Frankfort-Elberta Area Schools less any Board approved unpaid leave time deducted. In the event a bargaining unit member leaves the unit to serve the school district as an administrator, or his/her program has been transferred to another employer at no fault of the teacher, his/her seniority shall be frozen. Accrual shall again commence if said administrator/teacher returns to the bargaining unit.

(See addendum attached to Master Agreement)

In the event more than one (1) individual has the same effective date of hire, all individuals so affected will participate in a drawing to determine placement on the seniority list.

- B. Any teacher whose services were terminated due to a necessary reduction in personnel shall be placed on a recall list for a period of three (3) years following the effective date of the termination of the teacher's services.

The order of recall shall be in reverse order of the order of layoff, with those teachers laid off last recalled first to the first vacancy in the school district for which they are certified and qualified. In case more than one laid-off teacher is being recalled at the same time, criteria for determining placement shall be the same as determining layoff.

Nothing shall prevent the district from re-employing a laid-off teacher after the three- (3) year period specified in this section.

No new teachers shall be employed by the Board while there are laid-off teachers on the recall list unless none of the laid-off teachers are certified and qualified for that vacancy and have been notified of such vacancy.

Teachers on the recall list shall annually notify the board in writing by February 1 indicating their current mailing address, changes in certification, and their availability and interest to remain on the recall list.

- C. Any tenure teacher who may be released between September 1st and June 15th shall be given no less than ninety (90) calendar days notice. The Board and the Association agree that if an economic emergency exists in the district that the number of days notice may be reduced from ninety (90) to sixty (60) calendar days.
- D. Teachers recalled to duty shall retain accumulated sick leave and shall be placed on the step or the salary schedule he/she would have been on at the beginning of the contract year following the layoff.
- E. Refusal or acceptance of a position that is less than full-time employment within the system shall not affect the teacher's recall rights to a full-time position.
- F. A seniority list will be developed and updated by January 1 each year with a copy of said seniority list sent to the Association.

## **2.7 Discipline of Teachers**

- A. If a teacher is to be disciplined or reprimanded by the Board, or its agents, at a scheduled Board of Education meeting he/she shall be entitled to have up to three (3) representatives of the Association present. If a teacher is to be disciplined or reprimanded by the school administration he/she shall be entitled to have a representative of the Association present. The administration may also have another administrator present.
- B. Any serious complaint made against a teacher by any parent, student, or other person must be made in writing, signed and dated by the complainant and will be called to the attention of the teacher within five (5) school attendance days of its receipt unless the association is notified in writing that the teacher is absent due to illness or extenuating circumstances. Serious complaints against a teacher shall be reduced to writing and signed by complainant. Before any complaint is placed in a teacher's permanent file that teacher is entitled to a hearing before the principal and, if at all possible, the complainant, and may choose to have a representative of the Association present. The principal may also choose to have another representative present. If the complaint is to be placed in the teacher's file following the hearing it must first be initialed by the teacher. Teachers may submit a written notation in the file regarding any complaints.
- C. No teacher shall be reprimanded, disciplined, discharged, reduced in rank or compensation or deprived of any professional advantage without just cause.

## **2.8 Rights of the Board**

- A. The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this agreement. Therefore, the Board is restricted in its rights only by those things specifically conceded to by this master agreement.
- B. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education, except as agreed upon in this agreement.

## **2.9 Teacher Instructional Aide Relations**

The Board agrees to follow State of Michigan Department of Education rules governing the utilization of non-certificated persons in elementary and secondary schools.

## **2.10 Teacher Rights**

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation. As a duly elected body exercising governmental power under order of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Public Act 379, or other laws of Michigan or Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or conditions of employment by reason of his/her membership in the Association, his/her participation in any legal activity of the Association or collective professional negotiations with the Board, or his/her institution of any grievance under this agreement.
- B. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The above statement does not, however, grant to teachers the right to violate Board Policy 4930 - Controversial Issues, as it relates to student contact and classroom activities.
- C. The provisions of the Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.

## **2.11 Professional Curriculum Study Committee**

- A. An active Professional Curriculum Study Committee shall be established. The committee shall be composed of three (3) administrators, two (2) Board members, two (2) members of the community selected by the Board, three (3) members selected by the Association, and the high school counselor. The Board shall designate a chairperson and the Association shall designate one (1) of its appointees as vice chairperson.
- B. The committee may appoint sub-committees and/or additional members as necessary to assist in various areas of competency.
- C. The committee shall meet at least three (3) times a school year.

- D. The Curriculum Committee shall be responsible for study, research revision and for making recommendations to the Board concerning all phases of curriculum planning.
- E. Agenda and minutes of all committee and sub-committee meetings shall be kept. Minutes of the committee shall be distributed to the Board, the Association, and members of the committee.

### **SECTION 3**

#### **TEACHING CONDITIONS**

##### **3.1 Student Discipline and Teacher Protection**

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears to the teacher that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, or whenever it appears that the presence of a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, that student will be referred in writing to the school counselor or principal. If the problem persists the teacher shall schedule a conference with the parents and an interim report will be sent home to the parents.
- B. A teacher may exclude a pupil from one class when the severity of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will notify the principal immediately by use of a disciplinary form sent with the student prior to going to the principal's office. The teacher will furnish as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. The pupil shall not be returned to the class until after consultation by the principal and a written statement from the principal as to the disposition of the matter sent to the teacher.
- C. There shall be established rules and regulations at all grade levels setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed to students, teachers and parents at the commencement of each school year. The appropriate administration will communicate with the teacher(s) upon a student's re-entry into class.
- D. Teachers shall not leave a class unattended except in an emergency situation. Any business in the office is expected to be taken care of whenever the teacher is not responsible for students.

##### **3.2 Instructional Materials**

- A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. The administration will confer with the teachers from time to time for the purpose of improving the selection and use of such educational tools.
- B. A teacher shall insure that all sides of a controversial issue are presented equally and that the topic and material used will be appropriate to the maturity level and intellectual ability of the student.

##### **3.3 School Equipment**

The Board shall provide:

- A. That a teacher will not be required to teach a class unless a room is provided for it.
- B. Locked storage space to keep instructional materials in for floating teachers.
- C. Typing, duplicating, stencil and mimeograph facilities and a copying machine for teachers' use to aid in the preparation of instructional material.
- D. Telephone facilities available to all teachers for private conferences with parents.

### **3.4 Teaching Hours**

- A. All teachers' workdays shall be 7:50 a.m. to 3:10 p.m. except on Fridays and days before vacations when teachers may leave as soon after student dismissal time as the buses leave their respective buildings.
- B. Attendance at extra-curricular programs such as parent- teacher conferences and work on the curriculum is expected and accepted as part of a teacher's professional obligation. Therefore, teachers will be required to attend meetings which are appropriate with their teaching assignments.
- C. Attendance at professional staff meetings called by the superintendent or principal is mandatory unless excused by the Administration. Nothing shall prohibit the Board from calling a meeting after school or in the evening when deemed necessary. Attendance will not be required at meetings where only one side of a controversial issue is presented.
- D. Except for school-sponsored events, teachers and students must not personally engage in any commercial profit-making activity during the school day as defined by this Master Agreement. At no time will teachers allow reference to the Frankfort-Elberta Area Schools in any commercial advertising.
- E. Teachers agree that to accomplish a professional teaching job, time may be required beyond the school day as specified in this contract, and therefore, agree to extend this day if the situation demands. Such things as a conference with a parent, or retention of a student, may demand extension of the day.
- F. In the case of an emergency, as determined by the administration, a teacher may be excused early without subjecting the Frankfort-Elberta Area School District to an unfair labor practice in respect to discrimination as to length of workday.
- G. Teachers are under contract for a specified school day as set forth in this section, and therefore, shall have the principal's permission to leave the school building during that day; noon hour excepted.
- H. Preparation time is part of the contractual day. Teachers are expected to make this time available for pupil-teacher conferences, administrator-teacher conferences, other conferences, as well as using this time for classroom preparation.
- I. All full-time classroom teachers are guaranteed a minimum of 225 minutes per week of preparation time during the normal student instruction week.
- J. All teachers shall have a duty free, uninterrupted thirty (30) minute lunch period except for those that have accepted the Schedule B Lunch Duty position.

- K. The principals in each building will conduct monthly faculty meetings. Whenever possible these meetings will be held the third Wednesday afternoon of each month, lasting no longer than 4:30 p.m. during the regular school year.
- L. Both parties agree that it is the responsibility of the teacher to provide lesson plans to be used in case of teacher's absence for any reason. In order to provide for such, each teacher shall have available at his/her desk each day: (1) a list of students in each class; (2) a general lesson plan for the week; (3) a detailed lesson plan for each class for the following day. Failure to do so will result in teachers being required to pay the substitute for a day if absent. A lesson plan containing the week's work shall be turned into the office by 8:15 a.m. the first day of school each week.
- If teacher's absence is for more than one day, the teacher shall provide additional plans for absence unless circumstances prevent it.
- In lieu of the above, Art and Music (vocal and instrumental) teachers shall provide a reserve of five (5) days lesson plans, so that a substitute will be able to carry on in those classes.
- M. Extra Preps: Every attempt will be made to limit the number of different preparations for each teacher to four (4), however in the event that a non-tenured teacher is requested to teach more than four (4) different classes the teacher may request consideration for extra pay (1% per extra prep). Determination concerning eligibility for extra pay will be made by a committee comprised of three (3) board members, three (3) teachers, and at least one (1) administrator. A two-thirds majority must be reached to make a final determination.

### **3.5 Class Size and Teaching Conditions**

- A. For maximum learning, class size shall not exceed the limits of existing facilities.
- B. Every attempt will be made to hire Art and Music substitutes.
- C. "Least Restrictive Environment"

In order to assist handicapped students in making a successful transition from placement in special education classes only to both regular and special education classes pursuant to placement recommendations made by an Individual Educational Planning Committee (IEPC) the following Transition Guidelines will be followed:

1. The building administrator will normally recommend the placement of an eligible student in the smallest available and appropriate regular education class except for good cause shown. Each of the teacher(s) into whose classroom(s) a student will be placed shall be invited to serve on the IEPC for that student prior to actual placement or in instances where it is not possible to identify in advance of an IEPC, general education teachers who ultimately will have an eligible student(s) assigned to their classroom(s), meetings will be convened with such general education teachers as soon as possible following the beginning of the school year to explain the conclusion of the IEPC and to provide for the teacher to have input into the process.
2. When requested by the regular classroom teacher in whose class(es) an eligible student is placed, special training or consultant assistance relevant to the student's needs will be arranged for by the administration, provided, however, that no teacher shall be required to administer prescription drugs or to undertake certain procedures such as suctioning, catheterization or any other medical hygienic or other non-instructional specialized procedures. It is expressly understood that should the teacher agree to provide such procedures or services, he/she shall be provided with training appropriate to the situation with expenses paid by the Board. It is further agreed that in any such event, the Board shall indemnify and hold harmless, any teacher who has agreed to provide such services



as described here, from liability for the performance of such service to the extent permitted by law.

3. The responsible administrator shall make time available, as needed, for the regular classroom teacher to consult with special education staff primarily responsible for the special needs student.
4. All members of an IEP Committee shall have the right to reconvene the Committee for the purpose of reviewing and recommending revisions of the current Individualized Education Program if deemed appropriate, in accordance with procedures set forth in Michigan Special education Rules.

## **SECTION 4**

### **LEAVES OF ABSENCE**

#### **4.1 Professional, Personal and Emergency Leave**

- A. Personal Business - Two (2) personal business days and one (1) trade day will be allowed a year upon the request of the teacher, providing substitutes are available. Teacher's request shall be made as early as possible.
- B. A teacher will be able to use a personal leave or trade day prior to or directly after a holiday/vacation period, providing that:
  1. Substitutes are available and the teacher has been selected by a committee of the Association at least ten (10) school days prior to the last day of school before the holiday/vacation period.
  2. A minimum of two (2) openings for use of personal leave or trade days will be available to teachers in each of the district's buildings for any school day immediately preceding and two (2) openings for use of personal leave or trade days immediately following a holiday/vacation period. The request should go to the EA building representative for approval then to the building principal.
  3. More than the openings aforementioned shall be allotted, as applied for, on a stand-by basis provided adequate substitutes are available and provided that no more than three (3) teachers from one building will be absent on personal leave or trade day on any one day.
  4. Selection of teachers to fill those openings for personal leave or trade days shall be made by a Committee of the Teachers Association and notification in writing sent to the Superintendent of Schools in the timely manner as outlined in 4.1B.1. The Board of Education shall not be responsible for any inequities in this process.
- C. Unused personal business days shall accumulate to a maximum of three (3) days. These accumulated days will be in addition to the two (2) days allotted each year. The maximum number of personal business days a teacher may use in any one year would be five (5). The accumulation of personal business days will be at the rate of one (1) per year.
- D. Emergency Leave

Three (3) emergency leave days will be allowed each year for the teacher's unavoidable absence. Emergency leave is designed to provide an opportunity for a teacher to have time off for an emergency which in the opinion of the Superintendent of Schools cannot be taken care of except during school hours. Prior approval is necessary by the Superintendent of Schools in most cases,

and written documentation may be required at the discretion of the Superintendent of Schools to justify the need for emergency leave.

Examples of Emergency Leave:

1. Legal problem or other emergencies, which cannot in the opinion of the Superintendent of Schools, be taken care of during non-school hours.
  2. Serious illness in immediate family which requires doctor's care or hospitalization.
  3. Death in immediate family or a close relative.
- E. All days approved by administration for any professional conference, meeting and visitation shall not be deducted from emergency leave, sick leave or personal business days.
- F. A teacher's absence from school will not be counted for any day when staff is not required to be in attendance.
- G. The Board shall provide seven (7) school attendance days per school year of released time for the handling of Association business as deemed necessary by the Association president. The Association will pay the cost of the substitute. No one Association representative will be granted more than three (3) school attendance days during the school year.
- H. The Board and Association recognize that from time to time special circumstances arise whereas a teacher may need less than one-half (1/2) of a day released time.

The building principal shall at his/her discretion allow the requested leave time should in his/her judgment the circumstances warrant it, arrangements can be made to cover that teacher's classes and the leave time does not exceed two class periods. (goes along with Section 3.4, Articles F & G.)

## **4.2 Unpaid Leaves**

- A. A tenure teacher may be granted a one (1) year leave of absence without pay to further his/her education. A teacher upon return from such leave shall be placed on that step on the salary schedule he/she would have been on at the beginning of the contract year during which the leave was taken. Said teacher shall retain all his/her accumulated sick leave days accumulated prior to the leave but shall not accumulate one calendar year of seniority.
- B. Teachers may be granted unpaid leave days by the Board for reasons not covered in this agreement.
- C. More than five (5) unpaid leave days in one contract year for a teacher will result in a loss of seniority equal to the number of calendar days from the sixth contract day of the leave to but not including the first contract day the teacher returns to work.
- D. For salary purposes any teacher granted unpaid leave time will receive full credit for each semester he/she taught at least half of that semester.
- E. Any teacher granted more than five (5) unpaid leave days may continue to receive all the fringe benefits provided by this agreement, but must reimburse the Board for the cost of these fringe benefits incurred over the duration of the unpaid leave if a teacher taking such leave opts to continue benefits.
- F. Under no circumstances will an unpaid leave exceeding half of a semester be terminated within five (5) weeks of the end of the school year.

- G. Any tenured teacher (or probationary teacher at the discretion of the board) whose personal illness or disability extends beyond the periods compensated in sections 4.1, 4.2, and 4.3 shall be granted upon recommendation of a physician a leave of absence without pay for up to one (1) year. This length of time may be extended at the discretion of the Board. The Board of Education will pay health benefits during the first twelve (12) weeks of the unpaid leave after which if the teacher desires to maintain their health benefits during the remainder of the unpaid leave they may do so by arranging to pay in advance the premium costs monthly to the school district. Upon return from such leave a teacher will be assigned to the same position, or if it does not exist, to a substantially equivalent position. The teacher shall present a written statement from a physician certifying that the teacher is able to resume the full duties of the position.

#### **4.3 Illness and Disability**

- A. Teacher sick leave will be accumulated at the rate of ten (10) days per year to one hundred fifty (150) days beginning with the 1990-91 contract year and remaining at one hundred fifty (150) for each remaining contract year, any unused sick days above (150) one hundred fifty at the end of the school year shall be placed in the sick bank. The yearly ten (10) days will be available at the beginning of each school year providing the teachers reports for work on the first work day of the contract year and completes that first day. Should a teacher be unable to report for work on the first work day or be unable to complete that day due to illness or other condition provided under Section 4.3B, the ten (10) days will be granted upon the teacher's return to work with days missed deducted from previously accumulated sick leave. Should a teacher have no previously accumulated sick leave or used up all previously accumulated sick leave, that teacher, upon return to work, will receive the yearly ten (10) days less the number of days missed in excess of previously accumulated sick leave.

Any extenuating circumstances not covered above may be reviewed by the Sick Leave Bank Board which is hereby authorized to make decisions in regard to those circumstances.

Any extenuating circumstances not covered above and involving a teacher not eligible to apply to the Sick Leave Bank may be reviewed by the Superintendent and Board for special consideration.

- B. Sick leave shall be granted to a teacher in the following circumstances with administrative approval:
1. Personal illness or disability
  2. When the mental or emotional condition of the teacher might be detrimental to the welfare of the students or the teacher.
  3. Illness in the immediate family. Immediate family is defined as children, spouse or parents living at home with the teacher, or anyone who is covered by the employee insurance plan. A teacher using sick leave for family illness may use four (4) sick leave days for anyone not living in the employee's household, and ten (10) sick days for any relatives living in the employee's household. Should a fifth day be necessary for anyone not living in the household the teacher must then use one (1) personal business leave day or one (1) unpaid leave day should the teacher have no personal leave days available. Should still additional sick leave days be necessary for family illness, four (4) additional sick leave days will be granted for a total of ten (10) sick leave days per contract year. In extenuating circumstances, the superintendent may grant additional days beyond the ten (10) days for family illness with the understanding the first of the additional days will be a personal business leave day or an unpaid leave day should no personal leave days be available.

For illness in the immediate family, the teacher must notify the appropriate principal between 6:15 a.m., and 6:45 a.m., each day that the teacher will not report to work if prior notification to the appropriate principal is not made.

Should a teacher be confronted with a serious, long-term illness of a spouse, son, daughter, or parent that teacher may upon request be granted a leave for up to twelve (12) weeks to care for that person provided the teacher shall first provide certification from a physician that the teacher is needed to provide care and the length of time the teacher will probably be needed to provide that care. Leave time will be charged against the teacher's accumulated sick leave. In the event a teacher does not have sufficient sick leave accumulated to cover the full extent of the leave the remaining leave time will be granted as unpaid leave. Should unpaid leave be granted the Board shall maintain health benefits for that teacher during the unpaid leave time.

4. Death in the immediate family

Immediate family is here defined as child, spouse, parent, parent-in-law, brother, sister, son-in-law, daughter-in-law, grandparent and grandchild. A teacher may be granted up to a maximum of five (5) days per death with approval of the superintendent granted, and after the use of emergency leave as defined in 4.1D.c.

- C. Use of sick leave for medical appointments shall be limited to one half (1/2) day per visit, unless extended by the superintendent for extenuating circumstances.
- D. Teachers must notify administration between 6:15 and 6:45 a.m. each day they are ill. Advance notice shall be given when possible to assist in retaining substitutes. Failure to properly notify administration will result in loss of pay for that day, unless in the opinion of administration extenuating circumstances existed.
- E. The teacher may be required at the Superintendent's discretion to submit a physician's statement attesting to physical or mental health. If an examination is necessary, cost of examination to be paid for by the school district. When the Association and Board agree a second opinion may be required.
- F. The teacher may be required at the Superintendent's discretion to submit a physician's statement attesting to physical or mental health. If an examination is necessary, cost of examination to be paid for by the district.
- G. Part time certified personnel shall receive sick leave benefits in an amount equal to a ratio between the amount of time they work and full time employment.
- H. Sick Leave Bank

The Frankfort-Elberta Area Teachers who wish to initially join a sick leave bank may do so only before the last Friday of September of that year by authorizing in writing that one day be taken from their sick leave for the year and credited to the bank. Membership will be continuing as long as the teacher remains employed with the school district. The Board of Education will match the total original days put in the bank each year. Each member will authorize one day each year, until a maximum shall be attained. The maximum shall be one hundred fifty (150) days plus the membership minus one. Any time that the days in the sick leave bank shall drop to less than twice the membership, each member shall be required to authorize another day deposited in the bank. The maximum number of days that any member shall be required to give in any one year shall be three (3).

Any teacher who is a member can draw on the Bank only after his/her accumulated sick leave, emergency and personal business days have been depleted. Tenure teachers may automatically

draw up to ten (10) days over the life of their employment with the Frankfort-Elberta Area Schools provided written application is made to the Superintendent of Schools. Upon application, additional days up to thirty (30) may be awarded by the Sick Bank Board. Probationary teachers may join the sick leave bank after one year in the district. Up to ten (10) days may be awarded by the Sick Leave Bank Board upon application.

A Board shall be selected to administer the Sick Leave Bank. Two members shall be selected by the Board of Education and two by the participating members. This Board shall have the authority as specified under 4.3A to grant additional sick leave days from the sick leave bank under extenuating circumstances.

#### **4.4 Unpaid Infant Child Care Leave**

An unpaid leave of absence up to one (1) year may be granted to a tenure teacher or up to four (4) weeks for a non-tenured teacher for the purpose of providing infant child care for a newborn or adopted infant (under the age of one) under the following conditions:

1. The written application for such unpaid leave shall be received by the Superintendent of Schools no later than thirty (30) calendar days prior to the effective date of the commencement of the leave.
2. A teacher may be granted an unpaid leave for infant child care for not more than thirty (30) calendar days prior to the expected birth or adoption of said child for the purpose of preparing for the event.
3. Unpaid infant childcare leave shall terminate not later than the end of the school year during which the leave is granted.
4. An unpaid infant childcare leave will commence on the sixth (6th) school attendance day after the birth of the child or date of adoption of the infant (under the age of one (1)). In the case of physical complications after the birth of the child and the teacher has submitted written doctor verification to the Superintendent of Schools that such physical complication exists, then sick leave may be extended beyond the fifth (5th) day after the birth of the child.

The Board of Education will pay the health and hospitalization care benefits during the first twelve (12) weeks of the unpaid leave for infant child care, after which, if the teacher desires to maintain their health and hospitalization care benefits during the remaining period of the unpaid infant child care leave, they may do so by arranging to pay in advance the premium costs monthly to the school district. Upon the teacher's return from unpaid infant child care leave, such teacher shall be placed on the salary schedule in accordance with Section 4.2D. The reinstatement shall be to the position for which the teacher is certified and qualified. Where possible the teacher will return to the same teaching position as that held before the unpaid leave for infant childcare, or if that position does not exist, to a substantially equivalent position.

If both parents are employed by the Frankfort-Elberta Area Schools, not more than one such parent will be eligible at any one time for the unpaid leave for infant child care provided for in this Section 4.4.

A teacher on unpaid leave of absence for infant child care may request the termination of such leave prior to the prearranged leave return date, and the school district will determine if such request is possible.

## **SECTION 5**

**COMPENSATION AND BENEFITS**

**5.1 Insurance Protection**

- A. The Board agrees to purchase MESSA Health Care Protection (as outlined in Paragraph B below) for each teacher. Payments will provide for coverage beginning September 1 and ending August 31. Payment will be made in such a way as to assure uninterrupted participation and coverage for full twelve (12) month periods.

Part-time certified employees shall receive paid insurance if employed on a half-time basis or more. Those who teach less than half time will not be eligible for paid insurance.

- B. Teachers may select one of the following plans:

**PLAN A**                      Those electing health insurance

Health	MESSA Choices II
Long Term Disability	60%

The health plan specifications shall not include coverage for abortion service which the Board is prohibited from funding under Section 166d of the 1997-98 State School Aid Act or its successor provision.

Plan I	90 calendar days modified fill \$2,500 maximum per month Social Security Freeze Alcohol/drug and mental/nervous - 2 years
--------	--

Delta Dental Plan	100x: 80/80/80: 80% UCR Lifetime Orthodontics
-------------------	---

Negotiated Life	\$20,000 with AD&D
-----------------	--------------------

Vision	VSP - 2
--------	---------

**PLAN B**                      Those not electing health insurance

Delta Dental Plan	100x: 80/80/80: 80% UCR Lifetime Orthodontics
-------------------	---

Vision	VSP – 2
--------	---------

Negotiated Life	\$20,000 with AD&D
-----------------	--------------------

Long Term Disability	60% (Same as above)
----------------------	---------------------

**PLAN C**                      Those not electing health, dental and vision

Long Term Disability	60%
----------------------	-----

Negotiated Life	\$20,000 with AD&D (Same as above)
-----------------	------------------------------------

- C. Employees not electing health insurance coverage under Plan A shall apply for coverage under Plan B or Plan C. In the case of a husband and wife both teaching in the district, one will take

Plan A and one will take Plan B or Plan C. The Board of Education will pay for Plan B or Plan C and \$1,000 per year to a tax-deferred annuity plan. Any amount which exceeds the Board's agreed upon payment plan elected by the employee shall be payroll deducted through premium conversion using pre-tax dollars. An open enrollment period shall be provided whenever contribution subsidy amounts change for the group. MESSA's "option all" will be adopted by the Board to protect the package of benefits from state and federal taxation.

- D. The Board and the Association agree that the deductible amount for Plan A for the life of this agreement shall be \$100.00 per individual and \$200.00 per family and is the responsibility of the bargaining unit member.

The prescription co-pay of the \$10/\$20 MESSA Drug Card will begin with this contract.

## 5.2 Salary Schedule

- A. The basic annual salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule will remain in effect during the term of this Agreement.
- B. The school district shall accept up to a total of three (3) years and may accept up to a total of ten (10) inclusive for teaching experience in other school systems and/or armed forces service for placement on the salary schedule.
- C. Teachers who leave employment in the Frankfort-Elberta Area Schools for any reason, excepting discharge, if rehired may be placed by the Board on their previously earned position on the salary schedule providing the teacher returns in two years. Accumulated sick leave earned at the time of departure will be credited to the teacher when he/she returns. There will be no increase of sick leave during the time of leave.
- D. Payment shall be made on the BA plus twenty (20) hours and MA plus fifteen (15) hours according to the following:
1. Hours must be in addition to and received after BA or MA and certification as a teacher.
  2. Hours must be semester credit hours or the equivalent in term hours.
  3. Proof of completion for graduate credit must be provided by the teacher. A transcript or grade card must be in the Superintendent's office by 4:00 p.m. on orientation day.
- E. Compensation: 2009-2010 2% Salary Increase  
2010-2011 If property values increase 6% or more, a 3% pay raise will be given. If property values increase less than 6%, a 2% raise will be given.  
2011-2012 If property values increase 6% or more, a 2% raise on schedule and a 1% off schedule payment will be given. If property values increase less than 6%, a 1% raise on schedule and a 1% raise off schedule will be given.
- F. Salary Schedule A 2009-2010

### Professional Staff

2009-2010 2% Raise

Step	BA	BA+20	MA	MA+15
1	\$ 33,602.08	\$ 36,430.90	\$ 37,739.74	\$ 38,556.28
2	\$ 35,513.10	\$ 37,657.87	\$ 39,771.40	\$ 40,482.37
3	\$ 37,647.09	\$ 40,478.06	\$ 42,410.61	\$ 42,603.44
4	\$ 39,552.72	\$ 42,432.16	\$ 43,883.19	\$ 44,588.78
5	\$ 41,706.10	\$ 44,611.40	\$ 46,061.35	\$ 46,789.56
6	\$ 43,692.52	\$ 46,599.97	\$ 48,061.77	\$ 48,786.75
7	\$ 45,906.23	\$ 48,847.07	\$ 49,229.49	\$ 51,045.70
8	\$ 48,150.10	\$ 51,112.49	\$ 52,594.76	\$ 53,293.88
9	\$ 50,528.63	\$ 53,415.61	\$ 54,813.86	\$ 55,658.41
10	\$ 52,843.60	\$ 55,866.31	\$ 57,375.52	\$ 58,129.58
11	\$ 56,120.54	\$ 59,168.03	\$ 60,695.54	\$ 61,456.07

G. Any Staff member with at least fifteen (15) years of service in the Frankfort-Elberta Area Schools will be paid a per diem rate for two (2) days pay in their last pay period with the district for curriculum consultation.

#### **LONGEVITY**

Longevity shall be defined as years of credited service as a teacher with the school district and those years of service for which a teacher received credit for prior experience under the provision of Section 5.2, B. Payment for longevity shall be based on a percentage of BA Step 10 according to the following schedule:

- 2% on steps 12, 13, 14 and 15
- 3% on steps 16 and 17
- 4.5% on steps 18 and up

### **5.3 Compensation**

- A. Payment of salary shall be made in twenty-six (26) payments, one (1) every two (2) weeks except when a teacher files in the payroll office by 4:00 p.m. on the first work day of school, authorization for payment of salary to be made in twenty (20) payments, one (1) every two (2) weeks. Once authorization is made, it shall remain in effect unless changed by the teacher in writing.
- B. A teacher receiving twenty six (26) payments shall be able to receive the balance of his/her salary upon completion of his/her contract by requesting such thirty (30) days prior to the end of the school year. Once authorized, payments may not be changed except as outlined above.
- C. In the event that the administration makes a permanent teaching assignment during guaranteed preparation time which requires subject matter preparation a payment of 10% of the teachers step on the salary schedule shall be made in addition to the salary already paid for that preparation time. Study hall assignments shall be paid at the rate of 5% of the teacher's step on the salary schedule. Such an assignment shall be made only with the consent of the teacher and Association.
- D. In the event an assignment is made, with the consent of the teacher, which is substitute in nature, such as study hall or taking over a class on a temporary basis where regular teacher plans are used, a payment of \$10.00 per hour shall be made in addition to the salary already paid for that



preparation time or in lieu of the \$10.00 payment a teacher may opt to bank this time for use later as trade time off as outlined below. Whenever possible advance notice shall be given. Trade time approved by school administration may be accumulated yearly. A maximum of five (5) days of trade time off may be used during any one (1) year with prior administration approval. Each six (6) class periods of trade time accumulating shall equal one (1) trade day. Trade time will be offered only in accordance with this article 5.3.D.

- E. Pay for seasonal activities (athletic coaching, cheerleading, all school play, driver's training, recreational skiing, and High School Band Flag Corps), shall be paid at the end of the season or at the end of the job responsibility. All other Schedule B payments will be made as part of the teacher's normal regular pay throughout the school year. Extra pay slips shall be made out by the teacher in triplicate at the time of completion of the activity and signed by the principal and the teacher. One copy will be sent to the payroll office, one copy to the building principal, and one copy remains with the teacher.
- F. It shall be the responsibility of the administration to obtain and pay substitutes except as otherwise noted in this agreement. Nothing shall prevent a teacher from voluntarily covering another teacher's class without pay but with approval of the administration.
- G. The Board and the Association support the principle that professional teachers should keep up to date in their field of education. Beginning July 1, 1971, all teachers must take, every five (5) years, a minimum of two (2) semester hours of college credit or travel related to THE subject area taught. Credit for related travel may be allowed if the following criteria is met:
  - 1. It is conditionally approved by the Superintendent in advance with final approval given after completion of travel and THE unit of study is accepted.
  - 2. The teacher provides a unit of study which proves the value of such travel to their classroom teaching.
  - 3. The travel is of sufficient length to substitute for either one (1) or two (2) semester hours of college credit.

Failure to complete two (2) semester hours of college credit or related travel in five (5) years will result in a one-step drop on the salary schedule.

The administration will notify teachers who have not met the conditions of this section at least one (1) year prior to the time when the requirements must be completed.

One-third (1/3) of the tuition for classes required to maintain teaching certification (up to a maximum of \$500) will be reimbursed during each five (5) year period.

Teachers having permanent or continuing certification or a professional education certificate completing this requirement shall be reimbursed toward expenses incurred in the amount of two hundred (200) dollars once at the end of each five (5) year period during which the requirement is met. For implementation purposes, the first five year reimbursement period will have begun with the first class or related travel that satisfies the minimum requirement beginning with the 1983- 84 contract year. Payment shall be made no later than December 1 of the contract year following the end of the five-(5) year period during which the requirement is met.

With prior approval of the Superintendent, a teacher will be allowed to take a non-credit class and to be credited with at least two (2) semester hours of work to meet the above criteria. One (1) semester hour of college credit to equal fifteen (15) clock hours, and two (2) semester hours of credit to equal thirty (30) clock hours.

- H. Compensation to bargaining unit members for summer school positions shall be determined by computing the teacher's hourly rate. Beginning with the 1997-98 contract year the rate of pay will be determined according to Schedule B based on 120 hours of teaching time. Any increase or decrease in teaching time shall result in a proportional increase or decrease in compensation. Compensation for any other teaching position outside the normal school hours will be negotiated between the Board and Association prior to the filling of the position.
- I. Payment for attendance at a workshop, conference and/or a training session that takes place during a weekend, summer or other day(s) when school is not in session shall be paid at the current substitute pay rate per day provided the teacher has been requested to attend by the school administration. Curriculum work during summer months will be paid at \$125/day. Attendance at such a workshop, conference or training session will be strictly voluntary.
- J. The Board of Education may purchase up to a maximum of three (3) years of generic retirement years for a teacher to reach a total of not more than thirty (30) years if the teacher has worked in the district a minimum of ten (10) years and is planning to retire from teaching in the state of Michigan. A written statement from the teacher must be presented to the Board of Education on or before April 1 of the school year prior to retirement stating the intent to retire at the end of the current contract year that the request is made. A committee composed of three (3) Board members, at least one (1) administrator, and three (3) teachers will decide on the eligibility and the granting of the request of the teacher applying.
- K. When required to use personal vehicles for school business the member will be reimbursed at the current I.R. S mileage rate.

#### **5.4 Extra Duty Compensation**

- A. Teachers involved in extra duty assignments set forth in Schedule B which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this section and the annexed Schedule without deviation.
- B. Any new salary not presently in Schedule B will be negotiated at the time the job is created.

### **SCHEDULE B**

Extra duty assignments shall be entered into between the Board and the teachers on an annual basis. These assignments will be made annually at the discretion of the Board. Salaries for these assignments will be determined according to the following percentages and years in assignment with that particular extra duty and paid in accordance to Article 5.3.E. The board at its discretion may grant additional years of experience for the purpose of assignment based on previous related experience.

Non-athletic Schedule B positions shall be hired only after consultation with the superintendent, the association, and the appropriate principal.

First and Second year in Assignment: A percentage according to schedule of beginning BA base (Step 1).

Third and Fourth Year in Assignment: A percentage according to schedule of first step BA base (Step 2).

Fifth Year in Assignment: A percentage according to schedule of second step of BA base (Step 3).

Sixth Year and Seventh Year in Assignment: A percentage according to schedule of third step of BA base (Step 4)

Eighth Year in Assignment: A percentage according to schedule of fourth step BA base (Step 5).

Ninth and Tenth year in Assignment: A percentage according to schedule of fifth step of BA base (Step 6).

Eleventh Year in an Assignment: A percentage according to the schedule of the sixth (6th) step of the BA base (Step 7).

Twelfth and More Years in an Assignment: A percentage according to the schedule of the seventh step of the BA base (Step 8).

The base BA will be determined each year. New assignments may be added to this schedule during this period. The percentage of these new assignments shall be determined through negotiation between the Board and the Association.

### SCHEDULE B

ATHLETIC DIRECTOR	6.5
FOOTBALL:	
Varsity Coach	11.0
Varsity Assistant Coach	7.0
Junior Varsity Coach	6.0
Assistant Junior Varsity Coach	4.5
Junior High Coach	4.0
Junior High Assistant Coach	1.5
BASKETBALL:	
Varsity Coach-	11.0
Junior Varsity Coach	6.0
Freshman Coach	5.0
7th-8th Grade Head Coach	8.0
or 7th Grade Head Coach	5.0
8th Grade Head Coach	5.0
TRACK:	
Varsity Coach Boys	9.0
Varsity Coach Girls	9.0
Assistant	3.5
Junior High Boys Coach	3.0
Junior High Girls Coach	3.0
Cross Country	5.0
BASEBALL:	
Varsity Coach	9.0
Junior Varsity Coach	3.5
Junior High	2.0
WRESTLING:	
Varsity Coach	5.0
Assistant Coach	2.5
ATHLETIC MANAGER and INTERNAL ACCOUNTING	5.0
CHEERLEADER SPONSOR	
Junior High	2.0
Senior High (per sport)	5.0
GOLF	5.0

SOFTBALL COACH	9.0
Assistant Softball Coach	3.5
VOLLEYBALL VARSITY COACH	8.0
Junior Varsity Volleyball Coach	6.0
Freshman Volleyball Coach	5.0
Junior High Coach (if coaching 1 team (5%) or both teams (8%))	5.0 or 8.0
RECREATIONAL SKIING	
Elementary	1.0
High School	1.0
Elementary and High School: Based on 1%, then divided by number of trips proposed times trips taken, and then paid accordingly.	
ADVISORS:	
Junior-Senior	2.0
7th-10th Grade	1.0
Yearbook	7.0
Student Council	3.0
National Honor Society	3.0
Band Director	5.0
Fall School Play	3.0
Spring School Play	3.0
Jr. High Student Council	2.0
Drama Club	1.5
Junior High Math Coach	1.0
6 <sup>th</sup> grade camp Coordinator (two positions)	2.0
Odyssey of the Mind Coach – Per Team	2.0
Driver Education	\$20/hr.
Lunch Duty	4.0
Department Chairperson	7.5
Curriculum Coordinator	7.5
Senior Advisory Teacher	7.5
Public Relations Chairperson	7.5
Summer School/week	1.5
Computer Technician	9.0
NCA Committee Chair	1.0

Assistant coaches will be hired only when conditions warrant with the agreement and approval of the athletic director and the school superintendent.

Within thirty (30) days after the completion of any Schedule B position, each individual holding that position shall submit a written report describing activities performed in that extra duty assignment and any recommendations to the appropriate administrator.

Elementary and High School Counselors up to five (5) days work before and up to five (5) days work after school is out approved by the school superintendent (per daily contract).

## **5.5 Terminal Leave Pay**

- A. In recognition of service to the school district, when a teacher retires from the school system after reaching minimum retirement age as defined by the Michigan Public School Employees' Retirement Board, a terminal leave payment will be allowed in the amount of 25% of accumulated sick leave at the time of retirement, to a maximum of \$2,700.00.
- B. Retirement shall mean permanent discontinuance of teaching and shall not apply if the teacher is moving to accept another teaching position in another school district.
- C. The retiring teacher shall have been employed by the Frankfort-Elberta Area School District for at least ten (10) years.

## **5.6 School Improvement Plan**

The staff and administration agree to participate in a School Improvement Plan (SIP) involving cooperative site-based planning and decision making with the goal of improving student achievement.

The following conditions shall govern teacher participation on SIP Committees:

- A. Participation shall be voluntary
- B. Participation or non-participation shall in no way be used as a criterion for evaluation, discipline or discharge.

Any decision of the SIP Committee that conflicts with any terms of this Master Agreement shall not be implemented until a properly executed Letter of Agreement is signed by the Association and the Board.

The Board and Association agree to reopen negotiations in regards to SIP language should either the Board or the Association deem it necessary as more information regarding SIP becomes available.

5.7 Calendar

2009-2010 Calendar

**Jul. 2009**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**Jan 2010**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

**Aug. 2009**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**Feb 2010**

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21/28	22	23	24	25	26	27

**Sep. 2009**

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

**Mar. 2010**

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**Oct. 2009**

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**Apr. 2010**

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

**Nov. 2009**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

**May 2010**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

See Next Page

Dec. 2009

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

14 8

Student Days

Teacher Work/Staff Development

1/2 Students/1/2 Teacher PD/Conferences

Fall MEAP/Spring MME -Full Student Days

Holiday - No School Days

1/2 Day Teachers and Students

June 2010

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Student days: 176

Staff days: Days: 182

**6.1 Grievance Report Form**

Form

Distribution of

Grievance # \_\_\_\_\_ School District \_\_\_\_\_  
Superintendent \_\_\_\_\_

- 1.
- 2. Principal
- 3. Association
- 4. Teacher

**GRIEVANCE REPORT**

Submit to Principal in Duplicate

Filed      Building      Assignment      Name of Grievant      Date

\_\_\_\_\_

STEP I

A. Date of Occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

C. Disposition of Principal \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

D. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_



---

---

Signature

Date

STEP II

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_

---

---

C. Position of Grievant and/or Association \_\_\_\_\_

---

---

---

Signature

Date

STEP III

A. Date Received by Board of Education or Designee \_\_\_\_\_

B. Disposition of Board \_\_\_\_\_

---

---

C. Position of Grievant and/or Association \_\_\_\_\_

---

---

---

---

Signature

Date

STEP IV

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition and Award of Arbitrator \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ADDENDUM TO MASTER CONTRACT

### **Section 2.6**

#### Reduction in Personnel, Seniority and Recall

Under this section employee Jeff Tousley and Matt Stapleton are grandfathered to have the same rights as any teacher in the Frankfort Area Schools. Their seniority as listed on the Frankfort-Elberta Area School certified personnel seniority list will also include their administrative years.