MASTER AGREEMENT

Between

The Frankfort-Elberta Area School Board

And

Frankfort-Elberta Educational Support Personnel Association

Affiliate of

Northern Michigan Education Association

Michigan Education Association

National Education Association

July 1, 2025- June 30, 2027

ARTICLE 1

AGREEMENT

1.01 This Agreement entered into this 1st day of July, 2025 by and between the Board of Education of the Frankfort-Elberta Area Schools, hereinafter referred to as the "Board," "District," or "Employer," and the Frankfort-Elberta Educational Support Personnel Association/Northern Michigan Education Association/Michigan Education Association/National Education Association.

1.02 In consideration of the following mutual covenants, the above parties do hereby mutually agree to the terms and conditions hereinafter set forth.

ARTICLE 2

PURPOSE

2.01 This Agreement is negotiated pursuant to the Public Employment Relations Act, as amended, MCL 423.201 et seq, ("PERA"), to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

2.02 The general purpose of this Agreement is also to promote orderly and peaceful labor relations for the benefit of the students of the Frankfort-Elberta Area Schools, the public, the Board of Education, the Association, and the bargaining unit members.

ARTICLE 3

RECOGNITION

3.01 The Frankfort-Elberta School (hereinafter "Employer" or "District") hereby recognizes the Northern Michigan Education Association, an affiliate of the Michigan Education Association, (hereinafter the "Association" or "Union") as the sole and exclusive bargaining representative, for the purpose of and as defined in PERA, for all personnel (as certified by the Michigan Employment Relations Commission) whether full- or part- time, employed or to be employed by the Employer performing or to perform any work currently being performed by Bargaining Unit Members (including newly hired Employees) or any similar work including by way of illustration only, but not limited to all:

a. custodial/maintenance employees,

b. secretaries and administrative assistants,

c. bus drivers,

d. aides and paraprofessionals,

e. and food service employees, but excluding:

Three (3) confidential Employees: the Superintendent secretary, the Director of Building & Grounds, Maintenance & Transportation, and the

Director of Food Services, along with substitute employees, and all other employees.

Further excluded from the terms and conditions of this Agreement are students, CETA students, and temporary hourly help not employed on a regular basis to meet seasonal needs.

3.02 Unless otherwise indicated, use of the term "Employee"/"Bargaining Unit Member" when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit. Within the various classifications of Bargaining Unit Members covered herein there shall be the following categories:

a. Full-Time: A Bargaining Unit Member who is regularly employed to work not less than six (6) hours per day or thirty (30) hours per week.

b. Part-Time: A Bargaining Unit Member who is regularly employed to work less than thirty (30) hours per week.

c. School year Bargaining Unit Members: Bargaining Unit Members employed to work a minimum of one hundred eighty (180) days or whose employment follows the school calendar.

d. Full-year Bargaining Unit Members: Bargaining Unit Members who are employed to work on a twelve-month basis.

e. School year Bargaining Unit Members who work during a defined break in the school calendar will not move to full-year status while working on special projects during those breaks.

3.03 The Administration and the Association leadership will meet during the first part of May each year to discuss potential summer employment opportunities for members of the bargaining unit. The District agrees to publish a list of potential summer employment opportunities by June 1st of each school year. Current Bargaining Unit Members who are qualified for the work and available to perform it shall be offered temporary work first except in case of emergency. During the summer months, the District shall email each Bargaining Unit Member who has made a written request to receive such notice(s) of available work providing that the Employee has notified the Superintendent's office of his/her desire for such work ten (10) days prior to the end of the school year. Two (2) refusals of said work shall drop the Employee from the availability list.

3.04 Substitute: A person who is employed to fill a full- or part-time position on a per diem basis while the regular Bargaining Unit Member is absent or on approved leave. It is expressly understood and agreed that a substitute shall in no case fill a bargaining unit position for a period in excess of the probationary period. On the sixty-first (61st) consecutive day of work, the substitute shall move to probationary status.

3.05 It is expressly recognized by the parties that the Director of Building & Grounds, Maintenance & Transportation, the Director of Food Services, the Superintendent's Secretary, Building Principals, and Superintendent may perform bargaining unit work in circumstances such as emergency situations, when operational and scheduling difficulties are encountered, in the testing of materials and equipment, in the instruction or training of Employees to ensure continuity of essential administrative or educational functions of the school district.

ARTICLE 4

EXTENT OF AGREEMENT

4.01 This Agreement shall constitute the full and complete commitment between both the Board and the Association and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in the form of a written and signed amendment to this Agreement.

4.02 Any individual contract between the Board and an individual Bargaining Unit Member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and shall be so subject and consistent beginning as of the date of execution of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

4.03 This Agreement shall supersede any rules, regulations or practices of the Board, which shall be directly contradictory to explicit provisions to this Agreement.

4.04 An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify or terminate this Agreement as provided in the Local Stability and Choice Act, 2012 Public Act 436.

4.05 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain with respect to any subject or matter covered by this Agreement and also with respect to any subject or matter which was negotiated in the formation of this Agreement but upon which no agreement was reached.

ARTICLE 5

DISTRICT/EMPLOYER RIGHTS

5.01 The Union recognizes that the Employer has the responsibility and authority to adopt rules or policies, to manage and direct on behalf of the public, operations and activities of the Frankfort-Elberta Schools to the full extent authorized by law provided that such rights and responsibilities shall be exercised by the Employer in conformity with the provisions of this Agreement. Except as expressly limited by the terms of this Agreement, all rights and authority vested in the Employer by law shall be exercised exclusively by the Employer. These rights shall include by way of illustration and not by way of limitation to include:

a. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.

b. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.

c. The right to direct the working force, including the right to hire, promote, suspend and discharge Employees, transfer Employees, assign work or extra duties to Employees, determine the size of the work force and to lay off Employees.

d. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work.

e. Adopt reasonable rules and regulations.

f. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

g. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

h. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

i. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from Employees as specifically provided for in this Agreement.

ARTICLE 6

ASSOCIATION / UNION RIGHTS

6.01 The Association shall have, in addition or in conjunction with other rights herein set forth, the following rights:

a. Special conferences for important matters will be arranged between the Association President and the designated representative of the Board upon the request of either party, to be scheduled according to their mutual convenience. Requests for such meetings shall be in writing and shall state the proposed topics for discussion at such conference. These meetings shall in no way replace or circumvent the grievance procedure.

b. The Union shall have the rights of access to a bulletin Board, or section thereof, in each building for the purpose of posting union materials. The Union shall also have the right of using the existing Employees' mail boxes, to distribute union material to Bargaining Unit Members of this union. Bargaining Unit Members shall have the right to use the District's E-mail system to communicate with Bargaining Unit Members and their representatives, subject to the District’s acceptable use policy.

c. The Union shall have the right to use and/or have access to Employer facilities and equipment, including computers, fax machines, other duplicating equipment, and audio-visual equipment at reasonable times when such equipment is not otherwise in use and the Employee is not on duty. The Union shall pay for the reasonable cost of all materials and supplies incident to such use.

d. The Association shall have the right of using school facilities for meeting at times when such facilities are not otherwise in use and upon the express prior permission of the administrator or designee responsible for such facilities. The Association shall be responsible for proper use of all facilities, including leaving them in the same condition as they were prior to the Association's meeting.

e. Duly authorized representatives of the Union and its respective affiliates shall be permitted to transact official Union business on Employer property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Said representatives shall notify the supervisor of their presence and the approximate length of time of the visit.

f. The Employer agrees to furnish to the Association in response to reasonable requests for information concerning the financial resources of the District. The Association agrees to pay legally permissible costs, when required, to provide such information. It is expressly understood and agreed that this provision shall not obligate the Board or administration to release information which is either: confidential or privileged at law, including attorney- client communications from the Board's attorney to any member of the administration or Board, and minutes of all executive sessions of the Board.

g. The rights granted herein to the Union shall not be granted or extended to any competing labor organization unless this union is decertified by its current membership.

h. The Board shall provide up to five (5) work days per year of released time for the handling of Association business as deemed necessary by the Association president. Any days above five (5), the Association will pay the cost of the substitute. No more than two (2) Employees gone on any one day.

ARTICLE 7

EMPLOYEE RIGHTS AND PROTECTION

7.01 Pursuant to the Michigan Public Employment Relations Act, as amended, the Employer hereby agrees that every Bargaining Unit Member shall have the right to freely organize, join, and support the Association/Union or to refrain from such activity. The Employer and the Association agree that they will not discourage or deprive or coerce any Bargaining Unit Member in the enjoyment of any rights conferred by PERA; that they will not discriminate against any Bargaining Unit Member with respect to hours, wages or any terms or conditions of employment by reason of his/her membership (or non-membership) in the Union; his/her participation (or refraining from participation) in any activities of the Union or collective negotiations with the Employer, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

7.02 The parties agree that they will in no way discriminate against or between Bargaining Unit Members because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, sexual orientation, disability, or place of residence.

7.03 Each Employee shall have the right, upon request, to have an Association representative present at any scheduled meeting or conference with an administrator at which there exists a reasonable likelihood that the conference will result in imposition or recommendation therefore of disciplinary sanctions against said Employee. No disciplinary action shall be

taken against an Employee without the presence of such representation (unless waived by the Employee) except in situations in which both immediate action is appropriate and prior notification of a representative is not reasonably possible. If disciplinary action shall become likely at a given meeting, the Employee shall be advised immediately of such possibility and be advised of the right to representation under this provision of the Agreement.

7.04 No Bargaining Unit Member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes reprimands, suspensions with or without pay, compensation, or discharges. Any such discipline shall be subject to the grievance procedure hereinafter set forth including arbitration. The specific grounds for disciplinary action will be presented in writing to the Bargaining Unit Member and the Union in a reasonable and prudent period of time. Probationary Employees are excluded from this provision.

7.05 A Bargaining Unit Member will have the right upon written request to review the contents of his/her personnel file and to have a representative of the Association accompany him/her in such review. Such reviews shall not be held during the Employee's regular duty hours unless expressly authorized by the Employee's immediate supervisor. Upon prior written permission of the Bargaining Unit Member, a nonBargaining Unit Member Union representative may review the Bargaining Unit Member's file when necessary for contract administration purposes or to provide the Bargaining Unit Member representation in other administrative or legal proceedings.

When a written complaint is received regarding an employee, the District will notify the employee regarding the complaint and will decide, after conferring with the employee and Association representative (if Association representation is requested by the employee), whether the information contained in the complaint is verifiable and should be included in the employee’s personnel file.

In the event that the District receives a Freedom of Information Act (FOIA) request for the personnel file(s) of any bargaining unit member(s), the District will attempt to notify the bargaining unit member in a timely fashion. The bargaining unit member will be provided with an opportunity to review the contents as soon as possible.

7.06 Any complaint made against an Employee by any parent, student, or other person must be called to the attention of the Employee within seven (7) work days of its receipt unless the Union is notified in writing that the Employee is absent due to illness or extenuating circumstances. The administration will provide the employee who is the subject of the complaint with a description of the allegations, and any administrative action and remedy requested by the complainant. The administration will investigate whether the complaint is substantiated. The employee who is the subject of the complaint will be provided with an opportunity to respond to the complaint and will cooperate in the investigative process.

If the administration determines that the complaint is substantiated, the Bargaining Unit Member may submit a written notation or reply regarding the administrative disposition of the complaint, and the same shall be attached to the file copy of the material in question. When administrative dispositions of complaints are placed in a Bargaining Unit Member's file, the affected Bargaining Unit Member shall review and sign said material; such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the complaint.

7.07 Any case of job-related assault upon or involving an Employee shall be immediately reported to the administration by the Employee. The administration shall render all reasonable assistance in connection with the handling of the incident by law enforcement and judicial authorities.

If an Employee is sued because of disciplinary or supervisory action taken by the Employee against a student, the Board, upon determination that the Employee has acted within the scope of District policy or the scope of the Employee's duties or responsibilities, will render reasonable assistance in connection with the handling of the incident by law enforcement and judicial authorities.

7.08 The employer will provide for each Employee upon request a lockable drawer/cabinet at the Employee's work site. The District retains shared access rights to the drawer and cabinets for purposes of work-related searches.

ARTICLE 8

GRIEVANCE PROCEDURE

8.01 Definition of a Grievance: A claim by an Employee or the Association that there has been a violation, misapplication, or misinterpretation of the express terms of this Agreement may be processed as a grievance as hereinafter provided.

8.02 The discipline and discharge of probationary Employees shall not be the basis of any grievance filed under the procedure outlined in this Article.

8.03 For the purpose of this Article, Association shall mean the president or his/her designee.

a. Investigation of grievance shall take place only during times when neither the Association representative nor any Employee whom the Association may feel it necessary to interview for purposes of the investigation is on duty.

1. PROVIDED, however, that such investigations may take place during regular duty hours in cases where the representative's immediate supervisor has granted approval therefore, based on a finding that the immediate investigation is necessary to protect the health or safety of Employees or students.

2. Whenever the representative is engaged in an investigation pursuant to paragraph 8.03a.l above, he/she shall first inform his/her immediate supervisor of the name of the Employees he/she intends to interview and shall notify said supervisor immediately upon his/her leaving from and returning to duty, except in an immediate danger issue when informing immediate supervisor is not possible.

b. Grievance presentations shall be scheduled by mutual agreement of the administration and the Association. If a presentation is so scheduled during the Association Representative's regular duty hours, the Association Representative shall be given time off PROVIDED that at such presentation the Association Representative acts as the sole authorized representative of the grievant and the Association.

8.04 All the time limits described in this Article shall be computed in terms of "work days" which shall be defined as days when the school district administrative offices are open and regularly scheduled for business.

8.05 Written grievances as required herein shall contain the following:

a. It shall identify any allegedly aggrieved individual Employee(s) and shall be signed by the authorized Association representative;

b. It shall contain a synopsis of the facts giving rise to the alleged violation;

c. It shall cite the section or subsections of this contract alleged to have been violated, and shall state how the grieved action is violative of such provisions;

d. It shall contain the date of the alleged violation;

e. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the time limitations for filing appeals set forth herein. Written grievances meeting above criteria shall be on a form as executed by the Association in Appendix A.

8.06 Informal Level - An Employee alleging a violation of the express provisions of this contract shall within seven (7) work days of its occurrence or knowledge of its occurrence orally discuss the concern with his/her immediate supervisor in an attempt to resolve same. The Association Representative may be present during these discussions if requested by the Employee of the union. If the Bargaining Unit Member is not satisfied with the result(s) of the meeting, or if no resolution is obtained within five (5) days of the discussion, the Association Representative, if in agreement with the Employee, shall reduce the concern to writing.

8.07 Formal Level One (1) Grievance: If a complaint is not resolved in a conference between the affected Bargaining Unit Member(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted, in writing, within eleven (11) days of the meeting between the immediate supervisor and the affected Bargaining Unit Member(s). A copy of the grievance shall be sent to the Union and the immediate supervisor. Within five (5) days of receipt of the grievance, the immediate supervisor shall meet with the Association Representative and the Employee in an effort to resolve the grievance. The immediate supervisor shall issue his/her disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the Association and grievant(s).

8.08 Formal Level Two (2) Grievance: If the Association or the Employee is not satisfied with the Level 1 disposition of the grievance and if either the Employee or the Association authorizes in writing an appeal of the grievance disposition, or if no disposition has been made within five (5) days of such meeting, the grievance may be filed by either the Employee or the Association with the Superintendent.

Within five (5) days of receipt of the duly authorized appeal to Level 2, the Superintendent or his designee shall meet with the Association and/or the Employee on the grievance and shall issue his/her disposition of the grievance in writing within ten (10) days of such meeting and shall furnish a copy thereof to the Association and grievant(s).

8.09 Formal Level Three (3) Grievance: If the Association is not satisfied with the Level 2 disposition of the grievance, it shall, within ten (10) days of receipt of the Superintendent's response, or if no disposition has been made by the Superintendent within the period above provided, notify the Superintendent of its intent to submit the dispute to the American Arbitration Association (AAA) for arbitration. If the parties cannot agree as to the Arbitrator, the Arbitrator shall be selected by the American Arbitration Association. The request for arbitration shall also include a specific statement as to the Association's rationale for alleging that the Superintendent's disposition of each contract violation alleged in the grievance was not correct or proper. The fees and expenses of the arbitrator shall be shared equally by the Union and Employer. Both parties agree to be bound by the award of the arbitrator.

8.10 Miscellaneous Conditions

a. Grievances filed as Union grievances may, at the option of the Union be initiated at Formal Level #2 of the grievance procedure if no remedy could be granted at Level 1.

b. The decision of the arbitrator shall be subject to review in accordance with the applicable standards for judicial review.

c. Restrictions on the Arbitrator's Authority: The arbitrator shall have no power to:

1. Add to, subtract from, disregard, alter or modify any of the terms of its Agreement
2. Rule on any grievance previously barred from the scope of the grievance procedure.
3. Consider more than one grievance at the same time except upon expressed written mutual consent of the parties.
4. Rule where no wage loss has been caused by the action of the Superintendent complained of, and the Superintendent or District shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
5. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.
6. Award punitive damages.
7. Establish wage schedules.
8. Rule on an issue based upon the supervisor's Employee evaluation unless the process or procedure, as outlined in this Agreement, is not followed in accordance with Article 31: Evaluation of Employees.
9. Interpret law or issue a ruling on a subject where there is a procedure prescribed under law for seeking relief (e.g. Wage and Hour, E.E.O., M.E.R.C., etc.).

8.11 Should an Employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a grievant fail to appeal a decision within the limits specified, all further proceedings on a previously instituted grievance shall be barred. Should the Employer fail to respond within the prescribed time limits, the grievance may be advanced to the next level of the grievance procedure.

8.12 All preparation, filing, presentation or consideration of grievances shall be held at times other than when an Employee or a participating Union representative are to be at their assigned duty stations except as agreed by the parties.

8.13 The time limits provided in this Article shall be strictly observed but may be extended by written agreement of both the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Superintendent shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

8.14 Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder with regard to an action or event occurring prior to said expiration may be processed through the grievance procedure until resolution.

8.15 A grievant who must be involved in the grievance procedure during the workday shall be excused with pay for that purpose. The Bargaining Unit Member shall return to duty when his/her participation is completed. When additional Bargaining Unit Members are required to participate in a hearing during the work day, they shall be excused with pay; provided, however, that the Association will pay the cost of a substitute when one is hired.

ARTICLE 9

CONTINUITY OF OPERATIONS

9.01 Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association/Union accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in our assist in any strike against the Employer.

9.02 The Employer agrees that it will not lockout any Bargaining Unit Member during the term of this Agreement.

9.03 Neither the Association nor any Employee in the bargaining unit shall attempt by threats, coercion, promises or inducement, or any other means whatsoever to cause any Employee of the District, whether or not a member of this bargaining unit, to withhold services in whole or part or to refuse to report for duty. Any Employee acting in violation of this provision shall be subject to immediate discipline up to and including discharge.

ARTICLE 10

NEGOTIATIONS PROCEDURE

10.01 Upon request, the designated representative of the Employer and the Association's bargaining committees should meet during the term of the contract for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure or to create any duty to negotiate over the matters covered by this Agreement. Each party will submit to the other, an agenda covering what they wish to discuss. Should such a meeting result in a mutually acceptable amendment to the

Agreement, then the amendment shall be subject to ratification by the Employer and the Association provided that the respective bargaining committees shall be empowered to effect temporary accommodations to resolve special problems.

10.02 Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make and consider proposals in the course of negotiations, subject to final ratification by the Board and by the Association. The parties' representatives shall be empowered during negotiations to enter into "tentative agreements" (TA), which shall be in writing, dated and initialed by chief spokespersons on a provision by provision basis.

10.03 There shall be two signed copies of any final agreement. One copy shall be retained by the Employer and one by the Association.

10.04 Negotiations between the parties on a successor Agreement shall begin at least sixty (60) workdays prior to the expiration of the contract term.

10.05 All hereto mentioned copies of the final Agreement shall be posted to the District's transparency page on its website, a copy of the Agreement given to the Board and an additional copy of the Agreement given to the Union within thirty (30) days of the Agreement being signed and ratified.

ARTICLE 11

11.01 This section intentionally left blank.

ARTICLE 12

SENIORITY

12.01 Seniority shall be defined as the length of continuous employment in days within the district as a member of the bargaining unit. Accumulation of seniority shall begin on the Employee's first working day except as stated in Article 13.02. In the event that more than one individual Employee has the same starting date of work, position on the seniority list shall be determined by casting lots.

12.02 All newly hired Employees shall serve a sixty (60) scheduled work day probationary period. The probationary Employee shall be provided with a written evaluation of his/her work during the first thirty (30) workdays by the probationary Employee's immediate supervisor There shall be no seniority granted to probationary Employees, however, upon successful completion of the probationary period, the Employee's seniority date shall reflect the Employee's first working day.

12.03 Newly hired Employees are entitled to access insurance benefits, leave days and paid holidays immediately upon employment.

12.04 Newly hired Employees are subject to discipline and dismissal at the discretion of the District within the first thirty (30) days if employment. They will not have any recourse through the grievance process until the completion of thirty (30) full workdays.

12.05 All Employees shall hold seniority "within district," and "within classification." The first shall reflect his/her most recent date of hire by the district. The second shall reflect his/her most recent date of district employment in one of its classifications. For purposes of this provision and this Agreement, all Employees shall be placed in one or more of the following classifications based on their current assignments.

a. custodial/ maintenance

b. secretaries and administrative assistants,

c. bus drivers,

d. aides and paraprofessionals,

e. and food service employees

12.06 The Employer shall prepare, maintain and post the seniority list by within District and within classification. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district within forty-five (45) work days after the effective date of this Agreement with revisions and updates prepared and posted by October 15th annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association. It shall be the responsibility of the Association to review the seniority list as issued by the Employer and to notify the Employer of any errors therein within twenty (20) workdays of its issuance.

12.07 Seniority shall be lost by a Bargaining Unit Member upon termination, resignation, or retirement. Seniority shall not be lost by a transfer to a non-bargaining unit position, but it shall not accrue further.

12.08 Seniority for Employees on layoff shall be retained until such laid off Employee's right to recall, as stated in Article 13: Layoff, Reduction, and Recall of Personnel, expires. Time during layoff or while on unpaid leave will not be counted toward seniority accumulation.

12.09 For the purpose of Reduction in Personnel, Layoff and Recall, a Bargaining Unit Member working in more than one classification shall have his/her seniority in each classification recognized, subject to job descriptions.

ARTICLE 13

LAYOFF, REDUCTION, AND RECALL OF PERSONNEL

13.01 Layoff shall be defined as a determination by the Board to effectuate a reduction in the total number of Employees within a particular classification.

13.02 If the Employer determines that the number of Employees is in excess of its current requirements or budget, it shall have the right to reduce the number of Employees.

13.03 All Employees laid off by the Board shall be given notice of layoff at least thirty (30) calendar days prior to the effective date of the layoff. PROVIDED, however, that Employees may be laid off on only fourteen (14) calendar days prior notice in the event that emergency conditions render longer notice not reasonably feasible.

13.04 Any Employee laid off pursuant to this Article may upon application and at his/her option, continue to receive insurance protection, as outlined in this Agreement, to the extent provided

by COBRA, from the date of layoff or until similar benefits are available to the Employee from another employer; whichever comes first. Such continuation of insurance benefits shall be contingent on prior payment by the Employee of the applicable policy premiums and medical benefit plan costs.

13.05 The Board shall implement layoffs by retaining those Employees within a classification according to seniority who are "qualified," as that term is defined in this Agreement (Article 13) to perform the duties and responsibilities of the remaining positions within the classification.

13.06 The Board shall recall Employees from layoff according to seniority for positions in that Employee's classification.

13.07 In the event the Board shall determine that any two or more Employees are equally qualified for the remaining positions, the Board shall retain the Employee with the greatest seniority in classification.

13.08 A new Employee will not be employed by the Employer while there are laid off Bargaining Unit Members who are "qualified" for a vacant or newly created position.

13.09 Notices of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. The recall notice shall state the time and date on which the Bargaining Unit Member is to report back to work. It shall be the Bargaining Unit Member's responsibility to keep the Employer notified as to his/her current mailing address. A recalled Bargaining Unit Member shall be given five (5) calendar days from receipt of notice excluding Saturdays, Sundays, and holidays to report to work. The Employer may fill the position on a temporary basis until the recalled Bargaining Unit Member can report for work providing the Bargaining Unit Member reports within the five (5) day period. Bargaining Unit Members recalled to full-time work for which they are qualified are obligated to take said work. An Employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights under this Agreement and shall be taken off the recall list and shall be considered to have taken a voluntary resignation. Exceptions can be made by mutual agreement between the Union and the District.

13.10 Any Employee who is laid off shall be entitled to:

a. Apply for any vacant bargaining unit position for which he/she is qualified.

b. All laid-off Employees who apply shall receive a written response in regard to their application and/or interview.

13.11 A laid off Employee shall upon application, and at his/her option, be granted priority status on the substitute list for the classification from which he/she was laid off. Employees serving as substitutes in this capacity shall be paid at the pay he/she was at when he/she was laid off or the regular substitute rate, whichever is higher, set by the Board.

13.12 Right to recall under the provisions of this Article shall expire three (3) years after the date of layoff for all Employees.

13.13 In the event of a reduction in the total work hours in a classification, Bargaining Unit Members with the greater seniority may use same to maintain his/her normal work schedule by displacing Bargaining Unit Members with less seniority on the work schedule. In no case shall a reduction of any Bargaining Unit Member's work hours take effect until ten (10) work days after written notice to the affected Bargaining Unit Member(s) is given by the Employer.

ARTICLE 14

QUALIFICATIONS

14.01 Qualifications for each job shall be established in the job description.

ARTICLE 15

VACANCIES, TRANSFERS, AND PROMOTIONS

15.01 A vacancy shall be defined as a newly created position or a present position within the bargaining unit that is not filled. No vacancy shall exist unless and until the Board or its designee shall determine to fill any such vacancy. An open bargaining unit position that can be filled through recall of a laid off bargaining unit member under the provisions of this Agreement shall not be regarded as a vacancy under this Article.

15.02 All vacancies shall be posted in the copy room of the Elementary Building and the work/copy room in the High School Building of the district for a period of (10) workdays. Vacancies shall be posted for at least five (5) scheduled work days internally prior to being advertised to the public. Said posting shall contain the following information:

a. Type of work

b. Location of work

c. Starting date

d. Rate of pay

e. Hours to be worked

f. Classification

g. Qualifications

15.03 Interested Bargaining Unit Members may apply in writing to the Superintendent or designee within the ten (10) scheduled work day posting period. The Employer shall notify the bargaining unit president and interested Employees of vacancies in the summer as well as posting job vacancies as defined above.

a. All Employees so applying will be given reasonable consideration for the vacant position. Such consideration shall include seniority and qualifications.

b. Within twenty (20) scheduled work days of the expiration of the posting period, the Employer shall make known its decision to the Union President as to which applicant has been selected to fill a posted position. Each applicant shall also be so notified.

15.04 A transfer shall be defined as a change of classification, building, or shift.

15.05 In the event of promotion in or transfer from one classification to another, the Bargaining Unit Member shall be given a twenty (20) work day trial in which to show his/her ability to perform on the new job. The Employer shall give the promoted or transferred Bargaining Unit Member reasonable assistance to enable him/her to perform up to the Employer's standards on the new job. If the Bargaining Unit Member is unable to demonstrate ability to perform the

work required during the trial period or at the option of the affected Bargaining Unit Member, the Bargaining Unit Member shall be returned to his/her previous assignment.

15.06 Any individual granted a position under this Article or electing to return to his/her former position under the terms above shall be prohibited from applying for another position for the remainder of the school year. This prohibition shall not apply in instances where the position would constitute an increase in hourly pay rate or increase in hours for the affected Employee.

15.07 Bargaining Unit Members shall not be placed on a lower step of the salary schedule of new classification due to transfers.

15.08 Any Bargaining Unit Member who temporarily assumes the duties of another Bargaining Unit Member for a scheduled work day or more will be paid the regular rate for those duties at step one of that classification. A Bargaining Unit Member's pay rate shall not be reduced as the result of any temporary change in duties.

15.09 When new positions that are within the bargaining unit but which are not within any of the existing classifications are placed in operation the wages, hours, and conditions of employment shall be established by the mutual agreement of the parties.

ARTICLE 16

WORK SCHEDULES AND OVERTIME

16.01 The normal work year for full-year Bargaining Unit Members shall be twelve (12) months, July 1 through June 30. The normal work year for secretaries shall be up to 196 scheduled work days which generally follow the school year. The normal work year for all other Employees shall follow the school calendar.

16.02 The normal workday and schedule for all Employees shall be established by the Board, or its designee based on the Board's determination of the needs and resources of the District.

16.03 a. An unpaid lunch period of at least thirty (30) minutes shall be allotted during daily Work to Employees. These lunch periods shall be scheduled by the Employee's immediate supervisor.

b. The minimum call-in for emergency situations as determined by the supervisor shall be actual time spent plus one (1) extra hour of pay.

16.04 Overtime will be assigned on the following basis: An "overtime chart" will be established for each classification on the basis of seniority. Overtime assignments will be offered on a rotating basis to the Employee qualified to do the work. If that Employee declines the overtime, or cannot be contacted with a reasonable effort, the administration may assign the overtime to any other qualified Employee. All overtime worked must be recorded in writing and submitted to the administration.

16.05 The Employer shall make every effort to hire substitutes for drivers, secretaries, custodians, and cooks during the normal school year except in extenuating circumstances. Substitutes will be provided for paraprofessionals when needed.

a. Bargaining Unit Members who substitute within a different classification where a substitute is to be used will be given priority status in filling said position, where

scheduling and time allows. A Bargaining Unit Member's pay rate shall not be reduced as a result of such assignment. (Pay rate would be step 1 of that classification.)

b. Employees will be paid at one-and-one-half times their regular rate for all hours worked in excess of forty (40) hours in one week. Drivers, who take trips on Saturdays and Sundays and who will have worked less than forty (40) hours in one week, shall receive $1.25 per hour more than the regular hourly rate for Saturday and Sunday runs.

1. Vacation, Holiday, and Personal Days shall be counted as hours worked for purposes of computing eligibility for overtime pay.

2. Employees required to work on a holiday on which they are entitled to receive holiday pay shall receive, in addition to their holiday pay, their regular rate of pay times the number of hours worked.

16.06 The Employer will, to the extent possible, arrange work schedules in a manner that encourages Employees to work for the District in extra-curricular assignments.

16.07 Bargaining Unit Members who work for the district in more than one classification (i.e. aide or custodian) shall accrue seniority in each classification and be entitled to all benefits commensurate with the amount of total time worked for the district. (Note: By example, benefits would include insurance, uniform allowance, paid leave, holidays, vacation, etc.)

16.08 If Bargaining Unit Members on a regular (four {4} or more times and/or four (4) more hours per month) basis are asked to work longer than their regularly-scheduled work day, they shall be credited with an appropriate adjustment in the insurance contribution made by the District at the end of each month to appropriately reflect the amount of time worked.

ARTICLE 17

SCHOOL CANCELLATIONS, DELAYS, AND EARLY DISMISSALS

17.01 Weather Days and Act of God Days. Weather or Act of God Days are defined as scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as (but not limited to): inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the City, County, or State Health authorities.

17.02 When schools are canceled or delayed due to above conditions:

a. The custodians will be required to report to work at their normal working hours (or as scheduled by their supervisor) on weather days and Act of God days unless the Superintendent or their Supervisor request that they not report to work. Those who do report to work, will receive one (1) hour of pay in addition to their daily wages.

b. Support staff will be paid for any and all snow days/Act of God days that school is unable to be held during the regular school year. On those days, support staff will not need to report and will be paid their normal hourly rate equal to one contractual day’s pay per snow day/Act of God. Any additional days that the school is required to make up beyond the normal school year will require Staff to work, knowing that they have already been paid for those days.

17.03 Delay Days are defined as days when school authorities delay the start of school, or delay of the Employee's normal work schedule beginning time, due to conditions listed above.

17.04 Early Dismissal is defined as days when school authorities dismiss school early for students which may or may not affect the Employee's normal work schedule ending time, due to the conditions listed above.

17.05 When school is delayed due to the above conditions, cooks will be required to report to work at their normal working hours. If school is subsequently canceled the same day these Employees will receive their regular daily rate of pay and be excused as directed by their supervisor. Any days beyond two (2) would require a two (2) hour minimum pay only if school is subsequently canceled the same day. If school is not canceled, these Employees will receive their regular daily rate of pay if they work their normal daily scheduled hours.

17.06 During a delay day, bus drivers will be paid their normal full daily rate of pay.

17.07 If school is dismissed early due to the above conditions, all Employees given early dismissal from their work assignment by the administration will be paid for their normal full day.

On early dismissal days when staff leaves early, food service employees will receive one (1) hour of pay in addition to their daily wages.

ARTICLE 18

MISCELLANEOUS HEALTH AND SAFETY

18.01 The Association recognizes that the Employer is required by law to provide certain "related services" to special education students as set forth under the students IEP or 504 plan.

18.02 In the event no school medical personnel are employed by the district, Bargaining Unit Members may be required to administer medication to pupils only when the following conditions are met:

a. The parents or guardians have given prior approval for the administration of the medication by non-medical personnel.

b. The aforementioned permission is accompanied by written instruction from the attending physician who may include the prescription label.

c. The medication will be in a current medication bottle.

d. The medication, necessary equipment, and supplies are delivered to the site by parent, guardian, adult or individual approved by the receiving office.

e. Prior training is provided with regard to medication protocol, equipment and procedures when deemed necessary.

f. A dispensation log is maintained.

g. Upon request, the District shall provide an adult witness for the Bargaining Unit Members who are administering medication.

The employer shall indemnify and save harmless from any liability, Employees who administer medication to pupils when directed to do so by school personnel as provided under the law, provided they have acted in a reasonable manner and followed the above conditions.

18.03 The parties recognize that certain transportation services and equipment are recommended to insure the safe maneuvering of special education and/or students with disabilities in boarding and unboarding transportation vehicles, and to insure the safe transportation of the students while onboard transportation vehicles. The Employer will provide to appropriate Bargaining Unit Members relevant information concerning procedures for transporting these students.

ARTICLE 19

WORKING CONDITIONS

19.01 In the absence of a building supervisor (principal) or designee. Employees shall not regularly be made responsible for the administration or supervision of the building. However, all Employees in such situations will be held responsible for the exercise of good judgment and proper concern for the property and facilities of the school district and the safety of any persons using same. This shall include a responsibility to notify an appropriate administrator of any observed improper or unauthorized use of any school facilities and shall in appropriate circumstances include a reasonable effort to personally direct any such persons to cease such improper activity.

19.02 The Board shall designate a safe and appropriate area(s) away from students, for Employees to have their lunch. The Board will also designate safe and appropriate restrooms for employees that students will not have access to use.

19.03 The Employer shall support and assist Employees with respect to the maintenance or control and discipline of students in the Employee's assigned work area. The Employer or its designated representative shall take reasonable steps to support the Employee in the performance of responsibilities in respect to students who are disruptive or repeatedly violate rules and regulations.

19.04 Employees may take appropriate action, consistent with District policy and state or federal laws, with a student as is necessary to protect himself, herself, a fellow Employee, a teacher, an administrator or another student from attack, physical abuse or injury, or to protect District property from damage. Employees shall be held responsible for the exercise of good judgment in the use of physical force against students and are not authorized to act in a retaliatory or unnecessarily aggressive manner. The Board shall make Employees aware of the ban on the use of corporal punishment and of the Board's policy on this subject.

19.05 Each Employee shall have an immediate supervisor (Principal, Food Services, Director, etc.) to whom they shall be responsible for purposes of all provisions of this contract requiring approval or authorization of the Employee's immediate supervisor. Each Employee shall receive written notification of his/her assigned immediate supervisor. The District will, to the extent possible, direct an Employee's work through the immediate supervisor. All Employees shall be responsible to comply with the specific directives of administrative (Superintendent, Building Principal, etc) personnel other than their immediate supervisor.

19.06 The Board will pay for reasonable and customary costs for the following:

a. Adequate and approved safety equipment to be determined by the Administration, Board, or its designee, and the union including, but not limited to: first aid kits, rubber gloves, goggles, shields, barriers, hard hats, and auditory protection devices.

b. Bus Drivers:

1. Physicals required by law.

2. Driver's cost for the portion of his/her license or renewal of license dealing with bus driver certification required by law to drive a bus. The Board will not pay for the driver's portion of his/her license for their regular personal driving.

3. The Board shall pay up to one hundred fifty dollars ($150) every three (3) years for the purchase of a jacket approved by the Superintendent for regular drivers with two (2) or more daily runs. Said jacket must have the transportation emblem visible.

c. Food Service (Cooks) and Custodians:

The Board shall pay up to a maximum of up to two hundred fifty dollars ($250) per year for clothing provided the Employee uses required school purchase ordering procedures. The Board shall pay up to an additional one hundred fifty dollars ($150) every two (2) years for the purchase of a jacket for kitchen staff.

d. Aides: (only applies to those who perform recess or crossing guard duty)

The Board shall pay up to a maximum of one hundred fifty dollars ($150) per year for clothing, outdoor weather attire, and shoes provided the Employee uses required school purchase ordering procedures. The Board shall pay up to an additional one hundred fifty dollars ($150) every two years for the purchase of a school branded jacket for teacher's aides.

ARTICLE 20

TRAINING AND EDUCATION

20.01 When an Employee is sent by the Administration to job-related training programs or courses, in or out of town, costs incurred will be paid by the District with prior approval of the Administration required. Employees will receive their regular hourly pay if such attendance is during the Employee's regular working hours. Any different, or additional hours of attendance (Saturday or evening sessions) required by the training program or courses, needs prior administrative approval in order to receive regular hourly pay. Secretaries will receive training in first aid and dispensing medication.

20.02 Approved attendance during working hours at in or out-of-town conferences, courses, or workshops, will not cause the Employee to suffer loss of pay or benefits.

20.03 The Board may, on an as-needed basis, make training available for Bargaining Unit Members who wish to participate in such training. The parties understand that a minimum number of participants may be required to hold such training. (Examples of training include: CPR, first aid and emergency response training.)

20.04 Bargaining Unit Members who take college classes related to their assignment in the District may request reimbursement for such training, subject to the following conditions:

a. A description of the classes must be submitted to the Superintendent prior to or at the time of the Employee's initial enrollment.

b. The Employee must have been employed with the District for at least twenty-four (24) months at the time of enrollment in any class for which reimbursement is sought.

c. Approval or disapproval of reimbursement is at the sole discretion of the District.

d. If approved, the Employee must submit documentation indicating successful completion of the course and the cost of tuition.

20.05 Bargaining Unit Members may submit for reimbursement of meals while in attendance of out-of-town PD or required school events. Reimbursement will be made according to district policy,

ARTICLE 21

PAID LEAVE DAYS

21.01 General Conditions:

a. The administration will provide each Employee with a written statement at the beginning of each school year stating the Employee's current number of credited paid leave days as applicable in this contract.

b. The amount of pay received under this Article for an approved day of paid leave shall be equal to the Employee's regular rate of pay times the number of hours the Employee was normally scheduled to work on the day of absence.

21.02 Sick Leave (Illness) Days:

a. Each Bargaining Unit Member shall at the beginning of each work year, be credited with ten (10) days of sick leave, the unused portion of which shall accumulate from year-to-year to a maximum accumulation of 135 days.

b. When a Bargaining Unit Member changes the number of hours worked daily, previously accumulated sick leave shall be applied by hours.

c. Accumulated sick leave days may be utilized for the following reasons:

1. For any days on which the Employee is unable to perform normal job duties due to illness or disability.

2. Unused sick leave days shall not be compensated for upon termination of employment except in accordance with the Board's Terminal Leave Pay Policy.

3. Illness in the Immediate Family: Immediate family is defined as husband, wife, spouse, parent, brother, sister, child, child-in-law, parent-in-law, immediate step-parent, grandparents, grandchildren, immediate step-child, or a person living and making his/her home in the employee's household. A Bargaining Unit Member using sick leave for family illness may use nine (9) sick leave days. In extenuating circumstances, the Superintendent may grant additional days beyond the nine (9) 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 Bargaining Unit Member must notify the appropriate supervisor before 6:00 a.m. whenever possible each day that the

Bargaining Unit Member will not report to work if prior notification to the appropriate supervisor is not made.

Bargaining Unit Members with a spouse, son, daughter, parent, or parent-in-law who has a serious health condition may upon request be granted a leave for up to twelve (12) weeks to care for that person provided the Bargaining Unit Member shall first provide certification from a physician that the Bargaining Unit Member is needed to provide care and the length of time the Bargaining Unit Member will probably be needed to provide that care. Leave time will be charged against the Bargaining Unit Member's accumulated sick leave. In the event a Bargaining Unit Member 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 Bargaining Unit Member during the unpaid leave time. Leave under this section runs concurrent with FMLA leave.

4. The Board or its designee may require a doctor's certification of illness or disability for an absence of more than four (4) consecutive workdays unless the administration suspects an Employee has misused-his/her sick days. If abuse is suspected, the Employer may request a doctor’s certification of illness or disability before four (4) consecutive workdays.

5. The Board may require an Employee to submit to a physical or mental examination by an appropriate practitioner for purposes of verifying an Employee's eligibility for benefits under any provision of this Agreement or ability to work. Such examination shall be at Board expense. Should the Board require a second opinion, it may select the practitioner and shall pay the cost of the examination.

6. Use of sick leave for medical appointments shall be limited to one-half (1/2) day per visit, whenever possible.

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

e. Sick Leave Bank: The Frankfort-Elberta Area Support Staff who wish to join the sick leave bank must do so by the last Friday of September. To join, they must give written permission for one (1) of their sick days to be added to the bank. Bargaining Unit Members may join in year one of their employment, however, they will not be able to draw days from the bank until year two (2).

1. Once a Bargaining Unit Member joins, their membership continues in the sick bank group as long as they work in the district. Each year, the Board of Education will match up to one half (1/2) the total sick bank membership each year. (Example: If there are 22 sick bank members, the Board will add 11 days). Each member will authorize one (1) day each year until the bank reaches a maximum of 120 days plus the number of the membership minus one.

2. If the number of days in the back drops to less than double the number of members, each member must contribute another day. However, no member will be required to

give more than two days in any one year. Such deduction shall not require an individual bank member's authorization, however,

3. A Sick Leave Bank Board will manage the bank. It will include two members chosen by the Board of Education and two members from the Bargaining Unit Board. A majority of this Board can approve requests to use sick days from the bank.

4. Support Staff who are members can draw on the Bank only after his/her accumulated sick leave and personal business days have been depleted. Employees who have worked in the district for at least two (2) years may be receive up to forty (40) sick leave bank days total during their employment with the Frankfort-Elberta Area Schools. Requests require a written application is made to the Sick Bank Board using the Sick Bank Application in the Appendix.

5. Any unused sick leave days granted by the bank will be returned to the bank at the end of the year. Partial days and hours will remain in the sick bank members' days.

6. Any sick days that have been properly deducted from a sick bank member's accumulated sick leave total will stay in the bank and not be re-credited to the member's accumulated total should he/she decide to end his/her participation in the sick bank.

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. A majority of this Sick Bank Board shall have the authority to grant sick leave days from the sick leave bank.

f. Bargaining Unit Members must notify their supervisor by 6:00 a.m. on the day they are ill. Advance notice shall be given when possible. Failure to notify one's supervisor may result in loss of pay for that day unless extenuating circumstances existed. If the Bargaining Unit Member is unable to reach his/her immediate supervisor he/she shall notify the person designated by his/her immediate supervisor.

g. Bargaining Unit Members who have been on sick leave must notify the appropriate supervisor by 6:00 a.m. on the day of their return. Advance notice shall be given when possible. Failure to notify one's supervisor may result in the Employee reimbursing the district for the cost of the substitute.

21.03 Bereavement Leave:

a. The Bargaining Unit Members shall be granted up to a maximum of five (5) days paid leave per death for immediate family members. Immediate family is defined as husband, wife, spouse, parent, brother, sister, child, child-in-law, parent-in-law, immediate step-parent, grandparents, grandchildren, immediate step-child, or a person living and making his/her home in the employee's household. Unused funeral/bereavement leave shall not be cumulative.

b. The Superintendent may in his/her sole discretion grant extension of three (3) days bereavement leave upon prior request which is to be later confirmed in writing, when impossible to give prior written confirmation. Any additional days so granted shall be charged against the Employee's accumulated sick leave.

21.04 Personal Leave Days:

a. Each full time Bargaining Unit Member shall annually receive seven (7) days of paid Personal Leave.

b. Prior approval of the immediate supervisor is required and request for approval for Personal Leave shall be at least one (1) work day in advance to the day for which leave is being requested, except in cases of emergency.

c. Unused Personal Leave days shall accumulate up to four (4) Personal Leave days for the Bargaining Unit Member's use. Unused days or days taken when school is not in session (Spring Break, Holiday Break and Snow Days past 6) will be paid at 1.5 times the daily rate.

d. No more than five (5) days of Personal Leave shall be used consecutively.

e. A Bargaining Unit Member will be able to use a personal leave day prior to or directly after a holiday/vacation period, provided that:

1. A maximum of four (4) individuals, two (2) from each building. For this article, the bus drivers will be counted in the elementary building staff. There will be no more than four (4) individuals on leave for either day (before or after the break). This time is granted as long as all responsibilities and duties of said individual are covered so there is no impact to the day-to-day operations of the school.

3. More openings than the aforementioned shall be allotted, as applied for, if approved by the Superintendent, on a stand-by basis, providing that adequate substitutes are available.

4. Selection of Bargaining Unit Members to fill those openings for personal leave shall be made by a committee of the Support Personnel Association and notification in writing sent to the Superintendent. The Board of Education shall not be responsible for any inequities in this process.

f. Personal leave days are to be used before time off without pay is granted.

21.05 Jury Duty or Court Proceedings:

a. An Employee shall be entitled to leave with pay for jury service. An Employee shall also be entitled to leave with pay when subpoenaed to appear as a material witness in a court proceeding.

b. In the event an Employee qualified for leave under Paragraph 21.06a, he/she shall be entitled to receive as leave pay for the days of authorized absence an amount equal to the Employee's normal pro rata daily pay. The amount received as compensation or witness fees (excluding mileage and expenses) must be reimbursed to the school. It shall be the responsibility of the Employee to provide the payment statement from the court clerk verifying the amount of such compensation of fees received.

21.06 Terminal Leave Pay Policy:

a. In recognition of service to the Frankfort-Elberta Area School District, when an Employee who works more than half-time retires from the Frankfort-Elberta Area 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 $75 per day of remaining sick leave to a maximum of $5,000.00.

b. Retirement shall mean permanent discontinuance of working for the Frankfort-Elberta Area Schools.

c. The retiring Employee shall have been employed by the Frankfort-Elberta Area School District for at least ten (10) years.

21.07 Worker's Compensation: Employees receiving Worker's Compensation pay will sign over the check(s) to the District within ten (10) days of receipt and will be paid from available sick leave accumulation. If he/she has no sick leave accumulation or has exhausted his/her accumulation, the Employee will no longer be required to sign over the checks provided under the Act.

21.08 A Bargaining Unit Member who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall, upon written request, be placed on a leave of absence without pay for the duration of such illness or disability for up to one (1) year. The Bargaining Unit Member must provide a physician's statement reflecting the Employee is unable to return to work. Leave under this section shall run concurrently with available FMLA leave. Upon notice from the Employee's physician, that the Employee is capable of returning to work and assuming his/her regular duties, the Employee will be returned to his/her position. Reinstatement rights are expressly limited to a period of one (1) year from the last day the Employee received a paid sick leave day at which time further employment rights shall terminate. The Employee will be returned to his/her former position provided the position still exists and/or that the Employee still has a seniority right to the position.

21.09 Any Bargaining Unit Member who is a member of the Armed Forces Reserve or the National Guard shall be paid the difference between his/her Reserve pay and the regular pay he/she would receive from the Employer during the period when the affected Bargaining Unit Member engages in training in the Reserve or National Guard and has received prior written school district approval for such leave.

21.10 Michigan Paid Medical Leave Act

In accordance with the Michigan Paid Medical Leave Act ("MPMLA"), MCL 408.961 et seq., an eligible non-exempt (hourly) employee may use up to forty (40) hours of paid medical leave for any of the following for the employee or a family member per fiscal year:

1. Mental or physical illness, injury, or health condition, including related medical diagnosis, care, treatment or preventative medical care.
2. For a victim of domestic violence or sexual assault, any related medical care or counseling; victim services or legal services; judicial proceedings or relocation.
3. For closure of the employee's primary workplace by order of a public official; for an employee's need to care for a child whose school or place of care has been closed by order of a public official; or a determination by health authorities that the presence of the employee or family member in the community would jeopardize the health of others due to exposure to a communicable disease.

A family member includes a child, parent, spouse, grandparent, grandchild, or sibling as defined by the MPMLA. This provision shall be interpreted and applied consistent with the MPMLA, and shall not provide greater benefits than that allowed by the statute.

To be eligible, the non-exempt (hourly) employee must be employed for more than 25 weeks in a calendar year, worked an average of at least 25 hours per week during the immediately preceding calendar year.

ARTICLE 22

UNPAID LEAVE DAYS

22.01 The Board may in its sole discretion, except in circumstances which qualify under the Family Medical Leave Act and upon receipt of a timely and proper application for same, grant unpaid leaves of absence of up to one (1) year to Employees who demonstrate to the satisfaction of the Board a personal need for an extended absence not otherwise authorized under this Agreement.

a. The Board will consider all timely and proper applications for unpaid leave. The administration shall forward all such requests and the Board shall review and consider such applications at its next regularly scheduled meeting if such request is at least seven (7) days prior to the Board meeting.

b. To be eligible for unpaid leave of absence, Employees must submit to the Superintendent a written request for such leave in a timely manner as outlined in Article 22.01a.

1. The written request for unpaid leave of absence shall state with particularity the Employee's reasons for the request leave, and anticipated date of return to active duty.

2. Family Medical Leave-- Pursuant to the Family and Medical Leave Act of 1993, an Employee who has been employed at least twelve months and worked at least 1,250 hours during the prior twelve-month period is entitled to twelve (12) work weeks of leave during any twelve-month period without pay but with group health insurance coverage maintained. While on FMLA leave, the employee is responsible for his/her portion of medical benefit plan costs and premiums, as specified in this Agreement. FMLA leave shall run concurrently with paid leave (sick, personal, vacation, etc.) used under this Agreement.

c. Any Employee granted the sixth (6th) through the tenth (10th) day of unpaid leave, shall be required to receive Board approval if fringe benefits are to be provided. An employee on a leave of absence may be required to contribute the employee portion of the insurance caps, if any, to the District during the leave. Any Employee granted more than ten (10) 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 an Employee taking such leave opts to continue benefits.

d. Upon receipt of a written application for premature termination of a prior granted unpaid leave of absence, the Board may, in its sole discretion, grant premature termination. Applications for premature termination shall be subject to the same requirements as initial applications for leave (Article 22.01[b]l).

e. "Unpaid leave of absence" as described in Article 22 may be granted to an Employee for an "anticipatable prolonged disability" which will cause the Employee to be absent for

five (5) or more consecutive work days (such as scheduled surgery, other confinement to home or hospital, including maternity), subject to the following additional conditions:

1. The Board may require any Employee applying for or actually taking a long-term of absence for an anticipatable prolonged disability to provide a doctor's certification that the Employee is physically and/or psychologically able to return to full time employment duties.

2. If Employee's sick leave days are not sufficient to cover all days of absence, the Employee shall be placed on an "unpaid leave of absence for up to one year."

f. Failure to return to active duty immediately upon expiration of an unpaid leave shall be deemed a voluntary resignation except in unusual circumstances. Employees on an unpaid leave of absence shall confirm to the Superintendent in writing their intent to return immediately on expiration of their leave. This written notification must be received by the Superintendent not less than ten (10) days prior to the expiration date of the leave.

g. During the duration of any unpaid leave of less than twenty (20) work days granted pursuant to this Article, the Board may fill the temporary vacancy thus created with a substitute Employee, who shall be paid at the regular substitute rate.

h. Examples of, but not limited to, additional unpaid leave which would be considered are: Parental/Child Care, Military Leave, Maternity, and Adoption of an Infant (under the age of one year).

i. Seniority shall not accrue during unpaid leaves of absence.

j. An employee on a leave of absence may be required to contribute the employee portion of the insurance caps, if any, to the District during the leave.

ARTICLE 23

PAID VACATION

23.01 For the purpose of this Article, the term "day" shall be defined as the number of hours the Employee is regularly scheduled to work per day.

23.02 Each full-time (full year) twelve (12) month Bargaining Unit Member shall annually receive paid vacation time in accordance with the following schedule:

a. Upon completion of one (1) complete fiscal year of service (July 1 - June 30) Employee in this category will receive five (5) paid vacation days.

b. Upon completion of three (3) years' service. Employee in this category will receive ten (10) paid vacation days per year.

c. Upon completion of eight (8) years' service. Employee in this category will receive fifteen (15) paid vacation days per year.

d. Upon completion of fifteen (15) years’ service, Employee in this category will receive twenty (20) paid vacation days per year.

e. Upon completion of twenty (20) years of service, Employees will receive one-half (1/2) day additional vacation time for each year of service more than twenty (20) and less than twenty-six (26). Maximum vacation per year equals 22.5 days.

23.03 Vacation time may be used by eligible Bargaining Unit Members described above and as scheduled by the school administration with reasonable efforts made to accommodate Employee's request for specific dates. Vacation requests shall first be submitted to Employee's supervisor and then scheduled by the administration. With ten (10) day prior written notice, up to a total of ten (10) vacation days may be authorized during the normal school year while students are attending school (normally September to end of school for students in June). All other remaining vacation days shall be taken during the summer months.

23.04 When conditions exist where more than one Bargaining Unit Member requests the same vacation date(s) and work scheduling demands reasonably prohibit all requesting Bargaining Unit Members from being absent at the requested times, then the affected Bargaining Unit Member having the greatest seniority shall be granted his/her preferred vacation date(s).

23.05 No vacations shall be authorized during the two (2) weeks prior to the start of school in the fall.

23.06 Vacation time shall not be accumulated from year-to-year and vacation pay will not be allowed unless the vacation is taken except in the event the Employer cancels a vacation due to an emergency. In such case the Employee may either carry the days over to the next year, or receive his/her regular daily rate of pay for the days.

23.07 Upon Employee written request for termination of employment, and approval by the Board of Education, a full year Bargaining Unit Member shall be paid for all unused vacation days remaining, based upon his/her current rate of pay.

ARTICLE 24

PAID HOLIDAYS

24.01 For purposes of this Article, the term "day" shall be defined as the number of hours the Employee is regularly scheduled to work per day.

24.02 Each twelve (12) month Employee as listed in Article 12.05(a) shall receive as a paid holiday the following days: July 4; Thanksgiving; the Day after Thanksgiving; Christmas Eve Day; Christmas Day; the Day following Christmas, New Year's Eve Day; New Year's Day; Easter; Memorial Day; and Labor Day.

24.03 Each School Year Employee as listed in Article 12.05 (b-e) shall receive as a paid holiday the following days: Thanksgiving, the Day after Thanksgiving, Christmas Eve, Christmas, New Year’s Eve, New Year's Day, Memorial Day, and Labor Day.

24.04 Should the paid holiday day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day as approved by the Administration.

24.05 An Employee must work the entire last regularly scheduled workday preceding and following the holiday in order to receive holiday pay except in extenuating circumstances as determined by the Administration.

24.06 In the event a holiday falls during an approved vacation, the Employee will receive holiday pay.

24.07 Each School Year Employee shall be allowed to utilize up to three (3) of his/her already identified paid holidays as floating holidays that can be taken at any time. These floating holidays must be used prior to the end of the school year and do not accumulate. Prior approval to use these days must be received.

ARTICLE 25

MISCELLANEOUS PROVISIONS

25.01 It is mutually understood and agreed that all employment positions as listed in Article 12.05 (a-f) do not require teacher certification and that in the event that the Employee has (or subsequently acquires) teacher certification, the Employee is affirmatively precluded from acquiring or claiming to have acquired tenure under the Michigan Teacher Tenure Act in any position to which the Employee may be assigned pursuant to this Agreement.

ARTICLE 26

SEPARABILITY

26.01 If any provision of this Agreement or any application of this Agreement to any Bargaining Unit Member or group of Bargaining Unit Members is held to be contrary to law, then such provisions 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 receipt of notification of the court's actions, negotiations shall commence during which a new agreement on such matter shall be reached. All understandings and or agreements reached under this procedure shall be reduced to writing, signed by each party, and made a part of the Master Agreement.

ARTICLE 27

JOB DESCRIPTIONS AND COMPENSATION

27.01 Within thirty (30) days after ratification of this Agreement, the parties will meet to discuss job descriptions. Job descriptions will be established by the Board in consultation with the Union. Job descriptions will not be changed without prior consultation with the Union. The descriptions shall be distributed to all current Bargaining Unit Members and to all new Bargaining Unit Members when hired by the District. The descriptions will include at a minimum:

a. Job title and description

b. Requirements and qualifications

c. A list of required tasks, essential job functions and responsibilities

27.02 The hourly wage rate for each Employee classification shall be as set forth in Schedule "A" in this Agreement.

a. All step increases for Employees will be implemented effective with their first regularly scheduled paycheck after their applicable "anniversary date" (computed from their first day of work).

b. At the beginning of each school year, each Employee shall receive a personal employment update sheet that includes the following information:

1. Employee's name
2. Classification
3. Immediate Supervisor
4. Years of service in District
5. Step on salary schedule
6. Hourly pay rate
7. Longevity amount
8. Number of/accumulated sick days
9. Number of accumulated personal business days
10. Hours of trade time accumulated
11. Projected annual compensation based on anticipated hours worked or otherwise compensated
12. Insurance Costs
13. Annuity Costs
14. Schedule B Costs
15. FICA Costs
16. MPSERS Costs
17. Estimated Total Cost

c. Compensation for a support staff member who covers for a teacher will be at $ 25/hour total, if the support staff member makes less than $ 25/hour in their normal work assignment.

ARTICLE 28

FRINGE BENEFITS d. Salary Schedule A

Aides/Food Service/Secretary	**Step**	**2025-26**	**2026-27**
Year	1	$19.76	$20.25
	2	$20.26	$20.77

	3	$20.76	$21.28
	4	$21.26	$21.79
	5	$21.76	$22.30
	6	$22.26	$22.82
	7	$22.76	$23.33

Title I Teacher/ Paraprofessional	**Step**	**2025-26**	**2026-27**
	1	$21.83	$22.38
	2	$22.33	$22.89
	3	$22.83	$23.40
	4	$23.33	$23.91
	5	$23.83	$24.43
	6	$24.33	$24.94
	7	$24.83	$25.45

Custodians	**Step**	**2025-26**	**2026-27**
Year	1	$20.00	$20.50
	2	$20.50	$21.01
	3	$21.00	$21.53
	4	$21.50	$22.04
	5	$22.00	$22.55
	6	$22.50	$23.06
	7	$23.00	$23.58

/Bus Drivers	**Step**	**2025-26**	**2026-27**
Year	1	$20.50	$21.01
	2	$21.00	$21.53
	3	$21.50	$22.04
	4	$22.00	$22.55
	5	$22.50	$23.06
	6	$23.00	23.58
	7	$23.50	24.09

Rates for extra trips over regular daily hours: $0.50 per hour

	Step	**2025-26**	**2026-27**

Head of Elementary Kitchen			
	1	$21.50	$22.04
	2	$22.00	$22.55
	3	$22.50	$23.06
	4	$23.00	$23.58
	5	$23.50	$24.09
	6	$24.00	$24.60
	7	$24.50	$25.11

Rates will be additional $1.50/hour for temp supervisor when head cook is absent

Admin Assistant/Pupil Accounting	Step	2025-26	2026-27
	1	$24.00	$24.60
	2	$24.50	$25.11
	3	$25.00	$25.63
	4	$25.50	$26.14
	5	$26.00	$26.65
	6	$26.50	$27.16
	7	$29.50	$30.24

Admin Asst.	Step	2025-26	2026-27
	1	$22.50	$23.06
	2	$23.00	$23.58
	3	$23.50	$24.09
	4	$24.00	$24.60
	5	$24.50	$25.11
	6	$27.00	$27.68
	7	$27.50	$28.19

28.01 Insurance Plan Summary:

a. The Board agrees to remit the medical benefit cost amount specified below for each full time Bargaining Unit Member (30 hours per week or more for the school year). The members will be responsible to have equal payroll deductions to pay any amount over and above the amount paid by the Board including insurance premiums and HSA

contributions. Payments will provide for coverage beginning July 1 each year and ending June 30th of the following year for the length of this Agreement. Payment will be made in such a way as to assure uninterrupted participation and coverage for full twelve (12) month periods within the guidelines of this Agreement.

b. Employees may select one of the following plans:

Plan A: For Employees electing Health Insurance:

MESSA Health Care Protection: MESSA Choices II ($500/$1000 deductible, $ $20/$20/$20 Copay, 0% Co-Insure, and $10/$20 Rx Coverage) or MESSA ABC Plan 1 HSA ($ $1650/$3300 Copay, 0% Co-Insurance with ABC Rx Coverage) or MESSA Essentials FSA ($375/$750 deductible, $10/$10/$25Copay, 20% Co-Insure, and Rx Coverage)

Delta Dental Plan	100x/ 100/100/100 (Class I, II, III and IV benefits), $3000 Annual Max, 100% UCR Lifetime Orthodontics
Negotiated Life	$100,000 Accidental Death and Dismemberment
Vision:	MESSA VSP3 PLUS
Long Term Disability:	66 2/3% max $5,000 60 Calendar Days Modified Fill Freeze on offsets Alcohol/Drug and Mental/ Nervous 2 year limitation

Plan B: For Employees not electing Health Insurance:

Delta Dental Plan	Same as above
Negotiated Life:	Same as above
Vision:	Same as above
Long Term Disability:	Same as above

c. Full time Employees not electing health insurance under Plan A shall apply for full coverage under Plan B. For example, in the case of husband and wife both working in the District, one will take Plan A and one will take Plan B and be eligible for the following:

Annuity: Board paid in the amount of three thousand dollars ($ 3,000) to the financial institution of the Employee's choice to be paid in January of each school year. It is also understood that any full time Employee of the District not choosing health insurance may choose Plan B and be eligible to receive this annuity. (The Employee shall have the option to take cash in lieu of the annuity.)

d. For this contract, and only for employees enrolled in the "Essentials by MESSA" medical plan, the district will contribute an amount to employee's Flexible Spending Account (FSA) set up by the district at district-chosen administrator. The district will contribute into the employee's FSA the amount remaining, if any, from the PA 152 cap after premiums and allowed expenses (including FSA administrative expenses) have been paid. These FSA contributions will be made in a lump sum at the beginning of the

calendar year. Contributions to employee's FSA may not exceed the PA 152 cap as well as the maximums in the cafeteria plan outlined by the IRS. Annual contribution will be reduced or eliminated so that district does not exceed these maximums for the year. If the contribution cannot be made or is reduced because maximums have been reached or because employee does not have such an FSA, employee waives any additional payment.

e. Employees working less than full time (less than 30 hours) who need health insurance will share proportionately the premium cost of Plan A. (Example: Twenty (20)-hour Employee pays thirty-three and one-third (33 1/3) percent of premium; employer pays sixty-six and two-thirds (66 2/3) percent).

f. Employees working less than full time (less than 30 hours), who do not need health insurance, will receive Board paid Plan B.

g. For all support staff hired the board will remit medical benefit plan costs and premiums up to the two-person cap amount as specified in PA 152, for the duration of this contract. These annual employer paid amounts shall adjust each medical benefit plan coverage year, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.

28.02 All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such any claims disputes are, therefore, not subject to the grievance procedure.

28.03 Eligible Employees as set forth herein are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrators or underwriters.

28.04 The District's sole responsibility under this Article is to pay medical benefit plan costs as outlined in this Agreement, on behalf of eligible Employees and their eligible dependents.

28.05 Probationary Employees shall not be eligible for insurance and fringe benefits until completion of the probationary period established by the Board and the Union, as stated in this Agreement.

28.06 Regular Employees working less than thirty (30) hours per week may be eligible for Employee group benefits pro-rated as to the number of hours worked and assuming the Employee pays the cost difference to be able to receive benefits.

28.07 Board medical benefit cost and premium contributions shall cease to be paid at the end of the month of the effective date of severance from employment, and effective date of layoff. Board medical benefit cost and premium contributions for approved unpaid leave are outlined in this Agreement in Article 20.

28.08 Retirement: The employer will send the Employee's retirement to the Michigan Public School Employees Retirement System (consisting of the Board's normal retirement contribution, plus any Employee-paid contributions of Employees enrolled in the Member Investment Plan).

28.09 Longevity: Longevity, based on continuous uninterrupted service using the following schedule:

8-10 years of service	=	$325 per year, and
11-13 years of service	=	$375 per year, and

14-16 years of service	=	$425 per year, and
17-19 years of service	=	$475 per year, and
20 - 22 years of service	=	$525 per year, and
23 - 25 years of service	=	$575 per year, and
26 or more years of service	=	$625 per year.

Payment for longevity shall be made in a lump sum within the pay period the anniversary date falls.

ARTICLE 29

DISCIPLINE OF EMPLOYEES

29.01 In the case of dismissal, demotion, discharge or suspension of an Employee who has completed the probationary period, the Association President shall be advised of the reasons for such action as soon as reasonably possible. Written notification of dismissal, suspension or other disciplinary action shall be sent to the Employee and the Association. Causes which shall be deemed sufficient for suspension, demotion, dismissal or other disciplinary action include, but are not limited to, the following:

a. Unauthorized or excessive absence from work.

b. Conviction of any criminal act that would damage the employee's effectiveness in the position they currently hold.

c. Incompetence

d. Insubordination

e. Bringing intoxicants or controlled substances into or possessing controlled substances or intoxicants on any school property or reporting for work under the influence of controlled substances or intoxicants of any kind in any degree whatsoever.

f. Willful damage to public property, waste, or misappropriation of public supplies or equipment.

g. Willful violation of any provisions of this contract.

h. Deliberate falsification of records and reports.

i. Misappopriation of district funds or property and/or misappropriation of another's property.

29.02 No unpaid suspension shall be effective for a period of more than ten (10) working days without the approval of the Board of Education.

29.03 A "demotion" shall be defined as a reduction in pay, and shall not include transfers caused by staff reduction or involuntary transfers not subjecting the Employee to any reduction in pay.

29.04 The Board agrees that Employees shall not be disciplined, dismissed, demoted, or reduced in compensation without "due process" as defined in this Article PROVIDED that in the first sixty (60) calendar days of employment all new Employees shall be deemed "probationary Employees," and dismissal of any such Employee prior to completion of his/her probationary period shall be made at the sole discretion of the Board and shall not be subject to appeal under this Agreement. "Due process" for employees who have completed the probationary

period shall be defined for purposes of this Agreement as the following progressive discipline system, except as prior disciplinary record of the employee and the seriousness of an offense in the opinion of the Board shall otherwise require:

a. Verbal Warning

b. Written warning by supervisor

c. Written reprimand by supervisor

d. Suspension at half pay

e. Suspension without pay

f. Discharge/Dismissal

29.05 Employees may submit a written statement of objection to imposition of any of the above disciplinary sanctions, specifically stating any reasons why the disciplinary sanction should not be imposed, and such statement shall be included in the Employee's personnel file.

29.06 When the Board or its designee is investigating a complaint of such a serious nature that, in the Board's or its designee's opinion, the Employee should be removed from the workplace, such Employee shall be given a paid leave until the investigation is complete.

ARTICLE 30

EVALUATION

30.01 Monitoring or observation of the performance shall be conducted openly with the Bargaining Unit Member. The use of intentional eavesdropping, public address or audio systems and similar devices shall be strictly prohibited for evaluation purposes. The Bargaining Unit Member shall be aware that his/her performance is under continuous evaluation of all job responsibilities.

30.02

Each Bargaining Unit Member will have a job description based on their category of work (ex. food service, custodian, aide). Criteria for the evaluation is listed in the job description. Evaluations will be conducted by the Bargaining Unit Member’s immediate supervisor.

If a Bargaining Unit Member works in an area to support a classroom teacher, that teacher will be asked for input from the Bargaining Unit Member’s immediate supervisor.

For the 2025/2026 school year, job descriptions will be delivered by October 17th and reviewed with each individual by their immediate supervisor. After this date, job descriptions will be provided upon hiring (for new hires) or at the start of the school year, before the employees’ first day of work.

Each employee will have an intentional job performance conversation sometime around the mid-point of the school year as a check-in.

By May 1st of the school year, the employee will receive their written evaluation, By June 1st of each school year, the immediate supervisor will meet with the employee to review the evaluation. The purpose of the conference is to review the school year with feedback for the employee. The evaluation conference and signing of the evaluation must take place prior to

the employee's last day of required work. This day could vary depending on the employee's classification. If the evaluation does not take place per the established timeline, the evaluation will be placed in the employee's file for documentation purposes only.

30.03 All evaluations shall be reduced to writing and a copy given to the Bargaining Unit Member. If a supervisor believes a Bargaining Unit Member who has completed the probationary period is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific terms in which the Bargaining Unit Member is to improve, and of the assistance to be given by the Employer towards that improvement.

30.04 "Informal observations" are defined as firsthand physical observations by an evaluator of the Employee performing his/her duties, which occur spontaneously or during the course of the evaluator's own daily duties, or which are otherwise not deliberately scheduled for the specific purpose of observing the Employee in question.

30.05 In the event a Bargaining Unit Member who has completed the probationary period is not continued in employment, the Employer will advise the Bargaining Unit Member of the specific reasons therefore in writing with a copy to the Union.

30.06 Each Employee shall annually be evaluated and shall receive a formal written "Annual Evaluation Report" in such form as shall be established from time to time by the Superintendent or his/her designate. The "Annual Evaluation Report" shall, if possible, be issued by June 1. The Report shall include a cumulative assessment of the Employee's performance during the year and shall include at the conclusion of the report, the statement: Considering all the factors, the work performance of this Bargaining Unit Member is ____satisfactory, ____unsatisfactory, ____needs improvement (check one).

Upon receipt of the "Evaluation Report," the Employee and the supervisor shall have a conference and meet to discuss such report and shall sign the file copy of the report. Such signature shall mean only that the Employee acknowledges receipt of his/her copy of the report and shall not be construed to represent agreement with the evaluative conclusions in the report.

30.07 If a Bargaining Unit Member disagrees with an evaluation, he/she may submit a written response directly addressing the areas of (and reasons for) disagreement, which shall be attached to the copy of the evaluation contained in the personnel file.

ARTICLE 31

SPECIAL PROVISIONS
BUS DRIVERS, FOOD SERVICE (COOKS), & CUSTODIAN/MAINTENANCE

31.01 Bus Run Bid Procedure:

a. Each year in August on a date mutually agreeable to the parties, a meeting shall be conducted for purposes of selecting bus runs to start the school year. A bid meeting shall be conducted during the third week in September for the purposes of selecting bus runs. Drivers must be present to bid on a run(s). Drivers not present will be assigned to available runs following completion of the bid meeting. The Bus Manager or Superintendent shall provide, at least twenty-four (24) hours prior to the bid meeting, each driver possessing seniority with a listing of available runs along with the approximate times of each available run. The list should contain the bus number

attached to the route, the approximate start time, and a route map. The Bus Manager reserves the right to alter assigned bus numbers and adjust routes as needed. If during the school year additional runs become available, the Bus Manager shall publish a listing of the run(s) for drivers to bid on. It is agreed that drivers are expected to stay with their original runs through the school year and agreed further that a driver may not bid to add an additional run if it puts him/her into overtime without the written permission of the Bus Manager unless a permanent vacancy occurs.

b. Each driver possessing seniority shall have the opportunity to bid on a seniority basis for bus runs.

c. If the regular driver is unavailable, the run will be offered on a substitute basis; first to other regular drivers on a rotational basis, if available, who do not drive the TBA run or special education run; second to drivers who do drive the TBA run or special education run and third to a substitute bus driver. It is understood that the District may have to back-fill the regular driver's run in order for him/her to substitute

31.02 Extra Trip Assignments:

a. Drivers interested in extra trip assignments may sign-up on the extra trip and extra run roster(s) each year. Following the sign-up period, the names shall be placed in order of seniority. The Bus Manager will post the trip slip information on the extra trip Board. The extra trips information will be posted in order of the date with the assignments being rotated by seniority in a manner to equalize extra trip hours, so that all Bargaining Unit Member bus drivers have the opportunity to accept or reject the same number of extra trip hours. The extra trip slip information will be transferred to a poster-sized sheet, kept up to date and prominently displayed for all drivers to see. Drivers shall indicate their choice on days when more than one trip is available with the driver with the least number of hours getting his or her first choice. The Bus Manager will pass out extra trip assignments on a bi-weekly basis.

b. The Bus Manager will find a substitute for a driver’s regular run, if the trip leave time is prior to the end of a driver’s regular run time.

c. Extra trip assignments will be offered to drivers on a rotating basis by hours.

d. The extra trip rosters will be utilized to rotate extra hours available during the summer.

e. Extra trips will normally be paid from the time the Employee starts the extra trip at the school or garage, until he/she arrives back at the school or garage, normal sleeping hours of eight hours deductible when applicable.

f. Extra trips shall be posted at least two (2) days in advance whenever possible. A driver who refuses a trip which was posted late shall not jeopardize his/her place in the extra trip rotation.

g. If an assigned driver shows up at the pick-up point without having been notified that the trip was cancelled, that driver will be paid for one hour.

h. A driver who is assigned to an extra trip of two hundred fifty (250) or more total miles will request in writing, the use of the school's VISA card, or expense check (if approved by the Superintendent of Schools) for pre-approved expenses.

i. Drivers on overnight trips shall have all reasonable pre- approved itemized expenses paid by the Board upon proper receipt (gas, meals at approved meal rate, and lodging). Pre- approval of expenses is not necessary in cases of emergency.

j. Drivers shall be paid a rate for extra trip over regular daily hours pay, of fifty (.50) cents per hour, normal sleeping hours of eight (8) hours deductible.

k. Drivers on all extra trips that start after school shall not be charged on the extra trip board for any hours that they would normally spend on their regular run. Example: A driver who has a regular run of two and one-half (2½) hours takes an extra trip that leaves immediately /after school and the time of the extra trip is four and one-half (4½) hours. The driver will be given credit on the extra trip Board for a trip that lasted two (2) hours.

l. Drivers on all extra trips that exceed three (3) hours away from the District will receive extra compensation for a meal period of one-half (1/2) hour. They will receive compensation for an additional period of one-half (1/2) hour for each three (3) hours they are out of the District.

31.03 Regular runs (except the Elberta run when it is attached to another run) shall pay a minimum of two (2) hours. Special runs shall pay a minimum of one (1) hour, and all other times over the minimum will be paid in fifteen (15) minute intervals.

31.04 Bus driver's warm-up, cleaning, safety check, and gas-up will be considered as part of the daily route time (fifteen {15} minutes).

31.05 When required physical examinations are necessary, as directed by the Board of Education or State Law, these normal physical examination fees will be reimbursable by the Board of Education. Losing the ability to pass this physical examination could result in loss of employment in this school district.

31.06 Bus driver shall work the same number of student attendance days.

31.07 Bus driver shall perform duties connected with his/her position and is subject to bus route changes during the year at the discretion of the Superintendent of Schools or Bus Manager.

31.08 Work uniforms for Food Service (cooks) are normally to be worn on student attendance days; custodial/maintenance uniforms are normally to be worn on regularly scheduled workdays.

31.09 Food service Employees will be scheduled to work on district in-service days, or mutually agreed upon days, up to two (2) days per year when student lunches are not served. The time, with administrative approval, may be scheduled as school visitation, training or approved work in the food service area.

31.10 When the Head Cook/Food Service Director is absent from duty, a member of the high school food service staff, on a daily rotating basis, will be designated to work the extra hours required to complete the necessary food service duties. Individual members of the high school food service shall have the option to opt out of this opportunity.

ARTICLE 32

ALCOHOL AND DRUG TESTING

32.01 All Employees with bus driving certification shall be required to submit to and pass all physical examinations required by state or federal laws, including testing required pursuant to the Omnibus Transportation Employee Testing Act of 1991, 45 USC 431 and its implementing regulations. The Board will develop and implement a written testing policy in accordance with the standards and criteria contained in the implementing regulations of the Omnibus Transportation Employee Testing Act of 1991, 45 USC 431.

32.02 Prior to the start of each school year, Employees covered by the Omnibus Transportation Employee Testing Act of 1991, 45 USC 431 shall participate in in-service training on the law, procedures and local policies. Employees shall be paid at their regular hourly rate for such time in training.

32.03 Employees who are required to submit to, and undergo testing for drugs or alcohol shall be paid for such time spent, at their regular hourly rate. Any treatment costs are to be borne by insurance and/or the Employee.

ARTICLE 33

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2025 and shall continue in effect until the 30th day of June, 2027.

If an agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

In witness whereof the parties hereto have caused this Agreement to be signed by their representative on this __th day of September, 2025.

NORTHERN MICHIGAN
EDUCATION ASSOCIATION/MEA/NEA

By: _____
NMEA President

_____
Vice-President

_____
Superintendent

FRANKFORT-ELBERTA AREA
SCHOOLS BOARD OF EDUCATION

by: _____
President

_____
Secretary

Heather Halvorsen
_____
MEA Bargaining SNAP

APPENDIX A

GRIEVANCE REPORT FORM

Grievance # _____ _____School District

Distribution of Form
1. Superintendent
2. Supervisor
3. Association
4. Member

GRIEVANCE REPORT
Submit to Supervisor in Duplicate

Building Assignment Name of Grievant Date Filed

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

_____

_____

_____

_____

2. Relief Sought _____

_____

_____

_____

_____

_____
Signature Date

C. Disposition of Supervisor _____

_____

_____

_____

D Position of Grievant and/or Association _____

_____

_____

_____

_____

_____

Signature Date

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent of Designee _____

_____

_____

_____

_____

C. Position of Grievant and/or Association _____

_____

_____

_____

_____

_____

Signature

Date

STEP III

A. Date Submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

_____

APPENDIX **B**

SICK BANK APPLICATION

FEAS ESP Member:_____ Date Request Submitted:_____

Did you contribute one sick day to the sick bank before the last Friday of September of this year or a previous year? Yes:_____ No:_____

*If you answered no, you do not qualify to access the sick bank leave at this time.

Have you accessed the sick bank prior to this application? Yes:_____ No: _____

If so, how many days?_____

What is the estimated date that you will exhaust your sick and personal time:_____

Number of days you are requesting from the sick bank:_____

Explanation of request:

_____
_____
_____
_____
_____

_____ _____

Signature _____ Date

Submit copies of the completed application to the superintendent for distribution to sick bank board members.

Approved:

Not Approved:

If not approved, reason(s) why:_____
_____
_____

Superintendent