FRANKFORT-ELBERTA AREA SCHOOLS

2025-2027

MASTER AGREEMENT

between

THE FRANKFORT-ELBERTA AREA SCHOOL BOARD

and

THE FRANKFORT-ELBERTA EDUCATION ASSOCIATION

affiliate of

NORTHERN MICHIGAN EDUCATION ASSOCIATION

MICHIGAN EDUCATION ASSOCIATION

NATIONAL EDUCATION ASSOCIATION

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SECTION 1
BASIC CONTRACTUAL PROVISIONS

1.1 Recognition

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

1.2Witnesseth

FRANKFORT-ELBERTA EDUCATION ASSOCIATION, an affiliate of NORTHERN MICHIGAN EDUCATION ASSOCIATION, MEA/NEA	FRANKFORT-ELBERTA AREA SCHOOLS BOARD OF EDUCATION
By_____ President/NMEA	By_____ President
By_____ President/FEEA	By_____ Vice President
By_____ UniServ Director	By_____ Secretary
By_____ Chairperson, Negotiating Committee	By_____ Treasurer
By_____ Negotiating Committee Member	By_____ Trustee
By_____ Negotiating Committee Member	By_____ Trustee
By_____ Negotiating Committee Member	By_____ Superintendent

Dated this _____ day of _____, 2025.

1.3 Extent of Agreement

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to the Agreement.
B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements

to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. It is further agreed that within ten (10) days of notification of a final and binding determination of such illegality, the Board and Association will commence negotiations to reach a new agreement concerning the subject matter of the provision determined to be illegal to the extent that such negotiation involves matters that are not prohibited or illegal bargaining subjects

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

G. 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 Financial Stability and Choice Act, 2012 Public Act 436.

1.4 Duration of Agreement

A. This Agreement shall be in effect upon ratification by the parties for the 2025-2027 school year and expires on August 31, 2027.

B. Beginning not later than thirty (30) days prior to the expiration of this Agreement the Association and the Frankfort-Elberta Area School Board agree to negotiate over a Successor Agreement in accordance with the procedures set forth herein in good-faith effort to reach agreement concerning teachers' salaries and all other conditions of their employment. Any agreement so negotiated shall apply to all teachers and shall be reduced to writing and signed by the Board and the Association.

C. The Board agrees to inform the teachers of current Board policies as outlined in the Board Policies Book and of any changes in policy thereafter within fifteen (15) days of its adoption. Notification shall be sent to the Association President.

D. Representatives of the Association and the Board agree to meet and prepare a school calendar for the following year to be presented to the Board of Education at their regular April Board meeting.

1.5 Continuity of Operations

A. The Association agrees that it or any of its members shall not authorize, engage in, condone or ratify a strike against the Frankfort-Elberta Area Schools for the duration of this agreement. A strike shall be defined to include slowdowns, boycotts, picketing, work stoppage of any kind including "mass" sickness, and other connected or concerted activities having the effect of interrupting work or interfering with the normal school business. Any violation of this section shall mean that the local association, or its members involved, may be held liable for any and all damages or injuries suffered by the Board. Further, any members involved may be subject to disciplinary action without recourse to the grievance procedure.

1.6 Payroll Deductions

A. Upon appropriate written authorization form the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for MEA Financial Services, MEA-sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance, etc.), MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and Employer.

1.7 Grievance Procedure

A. Alleged violations, misinterpretations or misapplications of the provisions of this Agreement may be processed as a grievance as hereinafter provided.

B. In the event a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal either personally or together with the Grievance Chairperson. The grievance must be filed within twenty (20) school calendar attendance days of the violation, misinterpretation or misapplication or within twenty (20) scheduled work days of the reasonable discovery

thereof. A response shall be forthcoming within five (5) scheduled work days following this discussion. If a grievance shall exist the teacher may proceed to Step I of the formal grievance procedure on the grievance report form procured from the Association Grievance Chairperson.

1. **STEP I:** A copy of the grievance report form, signed by the grievant and grievance chairperson, shall be delivered to the principal, within five (5) scheduled work days of the date the response is due. Within five (5 scheduled work days of receipt of the grievance the principal shall meet with the grievant or together with the grievance chairperson in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) scheduled work days of such meeting, and shall furnish a copy thereof to the Association.
2. **STEP II:** If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) scheduled work days of such meeting, the grievance shall be transmitted to the Superintendent within five (5) scheduled work days of the date the disposition is due. Within five (5) scheduled work days the Superintendent shall meet with the grievant or together with the grievance chairperson on the grievance and shall indicate his disposition of the grievance in writing within five (5) scheduled work days of such meeting, and shall furnish a copy thereof to the Association.
3. **STEP III:** If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within five (5) scheduled work days, the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary of the Board within five (5) scheduled work days of the date the disposition is due, and at least seven (7) scheduled work days prior to the next regular Board of Education meeting. The Board, no later than its next regular meeting shall meet with the grievant or together with the grievance chairperson on the grievance. Disposition of the grievance in writing by the Board shall be made no later than five (5) scheduled work days thereafter. A copy of such disposition shall be furnished to the Association.
4. **STEP IV:** If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted by the association to arbitration before an impartial arbitrator within ten (10) scheduled work days of the date the disposition is due. If the parties cannot agree as to the arbitrator within ten (10) scheduled work days he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party at the Board level. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
    a. The fees and expenses of the arbitrator shall be shared equally by both parties.
    b. The time limits provided in this Section shall be strictly observed. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible under the terms of this Agreement.
    c. The grievance procedure shall apply in those areas covered by this agreement, except where specifically excluded by this Agreement or where provisions of the Tenure Act or law describes the procedure or authorize a remedy.

1.8 Negotiation Procedure

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

SECTION 2
EMPLOYMENT RELATIONSHIPS

2.1 Hiring, Teacher Qualifications, and Assignments

A. A "vacancy" is any unfilled bargaining unit position, including new positions or those expected to be permanently vacated. If the position extends beyond the school year, it will be posted and filled per the vacancy procedures.

B. Vacancies, including new positions, will be emailed to all bargaining unit employees and the Association President. They will be posted for at least 10 school days before being filled. Employees may apply by emailing the personnel office. Positions will be filled per Section 3.

1. During the summer, the Employer will email vacancy notices to all bargaining unit employees who provide a home email and to those known to be certified for the position, as well as the Association. Vacancies will be posted for at least 15 calendar days before being filled. Applications and hiring will follow the same process as during the school year.

C. Qualified internal applicants will be given priority over external candidates. A vacancy will only be awarded externally if no bargaining unit employees meet the criteria. The position will go to the most qualified and adequately certified internal applicant, determined as follows:

1. Applicants must have at least 75% of their year-end evaluations rated as "effective." If no internal applicant meets this requirement, it will not apply, and the most experienced internal applicant will be awarded the position.
    a. Applicants SLO's should show growth to qualify.
2. If two or more employees equally meet the standard, the position will be awarded to the employee with the most seniority, based on their Seniority List ranking.
3. The teacher's years of experience teaching the grade level or subject within the district will be considered. Partial years will be counted as a fraction, rounded to the nearest tenth.
4. Teaching experience in grades K through 5 (or the district's defined elementary grades) will count toward eligibility for elementary vacancies.
5. Subject-level credit includes any position related to the subject of the vacancy (e.g., Math, Science, English, Social Studies).
    a. A teacher assigned to multiple subject areas in a year will receive one year of experience credit for each subject or fractional credit for partial years, as outlined above.

D. A "transfer" is a voluntary or involuntary change in a bargaining unit employee's position, assignment, or location, including: 1. A new position or assignment within the bargaining unit. 2. A change in building assignment. 3. A change in grade levels for K-5 (or the defined elementary grades). 4. A change in subject area(s)/preps. 5. A move to a non-classroom role (e.g., librarian, guidance counselor, itinerant personnel). 6. A change in Special Education assignments (e.g., learning disability, emotionally impaired).

1. Voluntary Transfers: Employees may request a transfer in writing to the Superintendent's Office, with a copy to the Association, specifying the desired school, grade, and subject/position. If adequately certified, the request will be granted unless it conflicts with state law and vacancy-filling procedures. The Employer will acknowledge receipt within five (5) working days. No employee will face discrimination for requesting a transfer. Vacancies created by a voluntary transfer will be posted unless the position is eliminated.
2. Involuntary Transfers: Transfers may only occur for reasonable cause and should not be arbitrary and capricious. Affected employees and the Association will receive 30 days' notice, including the reasons and the new position. Causes for involuntary transfer include performance issues, necessary staff reductions, or changes to the master schedule.

E. All hiring for vacant certified staff positions shall be conducted through a collaborative hiring committee. This committee will include representation from both the administration and the FEEA, with at least one member appointed by the Association. The committee shall participate in the screening and interview process and may provide input and recommendations. Final hiring decisions, however, shall rest solely with the Superintendent.

F. Administration will have right of assignment within these guidelines.

2.2 Association Rights

A. Teacher Association business shall not take place during the school day as specified by the master agreement except by the expressed consent of the administration.

B. The Board agrees to furnish to the Association upon request, information concerning the financial resources of the district including the annual financial reports, and audits, agendas and minutes of Board meetings, (other than the executive sessions), treasurer's reports, census and membership data, names and addresses of all teachers, school budget, and other information which in the opinion of the Board and its agents is necessary to assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, and which is necessary.
C. The Association agrees to pay by prior arrangements the actual duplication costs of preparing informational reports for their use.
D. Use of school facilities, inter-school mail and email by the Association is guaranteed.

2.3 Teacher Evaluation Language

A. Beginning with the 2024-25 school year the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:
   1. A committee composed of the Administration and the Association.
   2. Teachers set specific performance goals to enhance their effectiveness for the upcoming school year.
   3. An evaluation of the teacher's job performance with timely and constructive feedback.
   4. Clearly defined methods for measuring student growth using relevant data.
   5. Multiple rating categories that include student growth and assessment data or student learning objectives, as negotiated with the Association.
   6. Student growth and assessment data or learning objectives count for 20% of the year-end evaluation.
      a. Student growth and assessment data or learning objectives will include measurable, long-term academic goals for all students, using available data set each year by grade-level or department teachers.
      b. Teachers may choose to exclude data from students with excessive absences, partial-year enrollment, or other anomalous circumstances with the approval of the administration.
      c. Data must reflect the teacher's actual instructional responsibilities.
   7. A negotiated year-end evaluation form will use other objective criteria for 80% of the final evaluation.
B. The negotiated evaluation system, including the Pre-observation and Post-observation Feedback Form, Year-End Evaluation Form, and IDP Form, and will be provided by your administrator.
   1. Classroom observations used for year-end teacher evaluations will follow this process:
      a. Teachers must be informed by September 30 each year of the administrator assigned to their evaluation. If not, the teacher will not be evaluated. (October 30 will be use for the 2025-2026 School Year)
      b. Classroom observations for year-end evaluations must include a review of the day's lesson plan and the state standard taught. Unless noted as a performance issue in an IDP, teachers only need to submit lesson plans for observation days.
      c. The observation must include a review of pupil engagement in the lesson that is observed.
      d. Each observation must last at least 30 minutes.
      e. There shall be notice of each planned observation date given to the teacher at least two (2) school days prior to the observation. Upon such notice, the teacher will provide planning information relative to the classroom observation.
      f. Feedback will be discussed in a post-observation meeting between the teacher and administrator, held within 10 calendar days of the observation. Written feedback will be provided using the Post-Observation Feedback Form.
      g. Each evaluation year must include the following:
         1. Probationary Teachers: Two formals and a minimum of two informals.
         2. Non-Probationary Teachers: One formal observation will take place. Administrators may conduct up to two informal evaluations.
         3. Formal evaluation will be spaced at least 60 days apart. The first must occur by January 15.
         4. The first observation will not be conducted before October 1 and the last observation will not be conducted after April 30.
            i. The April 30 deadline may be extended in the case of sickness or unforeseen circumstances.
         5. Observations will not be held in the weeks before and after holiday breaks.
      h. Informal observations will count for no more than 10% of the total evaluation based on observations.

2. Starting July 1, 2024, year-end evaluations will rate teachers as 'effective,' 'developing,' or 'needing support.
    a. The year-end evaluation and form must be given in a meeting with the observing administrator and teacher by May 15. If no evaluation occurs, the teacher will be rated 'effective'.
3. Teachers who work fewer than 60 days, are on leave for 30+ days, have evaluations vacated through a grievance, or are excused due to other agreed-upon circumstances will not be evaluated that year.
4. Non-Probationary Teachers having 3 years of service and rated 'highly effective' or 'effective' for three straight years will be evaluated every third year. If a future rating is below 'effective,' annual evaluations resume until the teacher earns three more consecutive 'effective' ratings.
    a. During non-evaluation years, they will be given priority in mentorship roles for Probationary Teachers.
5. The evaluation committee may adjust evaluation cycles.
6. In addition to Sections B.1–4, Teachers with an IDP—those rated 'minimally effective' or 'ineffective' before July 1, 2024, 'needing support' or 'developing' after, and/or first-year teachers—will receive the following:"
    a. Clear performance goals, created with the teacher's input and agreement, to support improvement for the next school year.
    b. District-provided training to help the teacher meet IDP goals.
        1. Training will be relevant to areas of teachers' evaluation that need growth.
    c. A mid-year progress report, based on at least two classroom observations (per Section B.1) completed by February 1, used to measure growth from the prior year and support further improvement aligned with the IDP.
    d. A mentor teacher who understands the IDP and helps the mentee meet its performance goals.
        1. Any failure to follow the evaluation process may be addressed through the grievance procedure.
        2. All teachers may submit a rebuttal to their evaluation, which will be added to their personnel file and attached to the year-end evaluation.

C. Non-probationary teachers rated 'needing support' have the right to challenge the rating through due process.
    1. The teacher may request a review of their evaluation and rating by the superintendent, in writing, within 30 days of receiving the rating. The meeting must take place within 5 school days of the request, and the teacher will receive a written response, including any changes to the rating, within 30 days after the meeting.
    2. If the written response doesn't resolve the issue, the teacher or the Association can request mediation through the Michigan Employment Relations Commission and must give a copy of the request to the administration.
        a. The request must be made in writing within 30 days of receiving the superintendent's written response.
        b. Within 15 days of receiving the mediation request, the district will send a written response to the teacher and the Association confirming that mediation will be scheduled.

D. A Non-Probationary Teacher who receives two consecutive 'needing support' ratings may request to use the grievance procedure, if it includes Binding Arbitration and allows the Arbitrator to provide an appropriate remedy.

E. Training on the evaluation system, tools, and reporting forms:
    1. Within the first two weeks of the school year, the district will use scheduled Professional Development time to train all new teachers on the evaluation system, the reporting forms, and how those forms are used throughout the year-end evaluation process.
    2. Every administrator assigned to evaluate teachers must be trained in the district's evaluation systems and tools. This includes completing MDE-approved "rater reliability" training at least once every three years, with an Association representative invited. The training must include all of the following:
        a. A clear and consistent set of evaluation criteria that all evaluators will use to assess teacher performance, following the system and forms created by the evaluation committee.
        b. Clear guidelines for evaluators on what to observe in teacher performance, including key behaviors and practices linked to effective teaching, as outlined in the agreed evaluation system and tools.

c. Training on how to carry out the evaluation process, including observing classrooms, gathering data, and analyzing the results.
d. Calibration exercises that train evaluators to use the criteria consistently when rating teacher performance.
e. Ongoing support for evaluators through feedback from administrators and Association-designated teachers to strengthen their skills and ensure consistent use of evaluation criteria.

2.4 Mentor Teachers

A. The Board and Association realize that a new teacher may need help and orientation to be an effective teacher in the Frankfort-Elberta Area Schools. The parties agree that providing Mentor Teachers for probationary teachers is an essential practice and further agree to cooperate in providing this assistance.
1. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code. The Mentor Teacher may be a member of the bargaining unit.
2. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Association with the approval of the Administration. Should the Association fail to provide the administration with sufficient individuals to serve as Mentor Teachers that the Board, after ten (10) workdays' notice to the Association, may assign current tenured staff members to serve as mentors. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
3. A Mentor Teacher shall be assigned in accordance with the following:
   a. Participation as a Mentor teacher shall be voluntary.
   b. The district shall immediately notify the Association of those members requiring a mentor.
   c. The Administration shall notify the Association when a potential Mentor Teacher is matched with a bargaining unit member (Mentee). This assignment should be finalized within thirty (30) days of the commencement of the starting date of the Mentee.
   d. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
   e. The Mentee shall only be assigned to one (1) Mentor Teacher at a time.
4. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential to the extent permitted by law.
5. Upon request, the administration may make available reasonable release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular workday. Where possible the Mentor Teacher and Mentee shall be assigned common preparation time.
6. Mentees shall be provided with a minimum of fifteen (15) days of professional development induction during their first three (3) years of classroom teaching. For purposes of this paragraph a day has been defined at six (6) nonconsecutive hours and may not actually be a full workday as defined in Section 3.4. Teachers who attend induction training during the regular workday will receive their regular salary. Should it become necessary to schedule such training outside the regular workday or work year that the affected teacher will be paid in accordance with 5.3 I. of this Agreement. The training dates, if possible, will be a part of the negotiated calendar.
7. A mentor teacher, with the permission of the mentee, will attend an administrator/mentee meeting after each observation/visitation. The administrator will notify both the mentee and the mentor of the meeting time and place.

2.5 Personnel Files and Records

A. A teacher shall have the right to review, at a prearranged time, the contents of his own personnel file containing all records of the District (with the exception of those items excluded from the definition of "personnel record" in Section 1 of the Bullard-Plawecki Employee Right to Know Act) pertaining to said teacher. The Teacher may be accompanied by a representative of the Association in such a review. No materials shall be placed in the personnel file without copies being sent to the teacher.

2.6 Seniority

A. Seniority in the school district shall be defined as the length of service to the district pro-rated for part-time employees hired after 8-16-2004 as determined by the date of hire in the Frankfort-Elberta Area Schools

less any Board approved unpaid leave time deducted. In the event a bargaining unit member leaves the unit to serve the school district as an administrator, or his/her program has been transferred to another employer at no fault of the teacher, his/her seniority shall be frozen. Accrual shall again commence if said administrator/teacher returns to the bargaining unit.

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

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

B. A seniority list will be developed and updated by January 1 each year with a copy of said seniority list sent to the Association.

C. Reduction and Recall of Teachers:If the school faces a financial crisis, a major drop in student enrollment, or a significant loss of funding, staff reductions may be necessary. To ensure the process is fair and organized, the following steps will be followed:

1 Non-certified staff will be laid off first, followed by interim teaching certificate teachers, followed by probationary certified teachers, as long as there are properly certified and qualified teachers available to take their place, in accordance with the law.

2 If further staff reductions are needed, non-probationary teachers will be laid off starting with the least qualified, as outlined in 2.1 Teacher Placement. Teachers who remain must be properly certified for their positions. If no more highly qualified teachers (per 2.1 Teacher Placement) are available to continue essential programs, the next most qualified teachers may be kept to fill those roles.

3 Reductions in non-probationary teachers will be based on the following:

a First: evaluation effectiveness rating. A Teacher is considered "effective" if they have been rated "Effective" in 75% of their negotiated year-end evaluations.

b Second: Length of Service in the district.

c Third: Significant and relevant accomplishments or contributions, such as enrichment activities, extracurricular involvement, club participation, advisory roles, or mentoring of colleagues and students.

D. If teaching positions become available after staff reductions, laid-off teachers who are properly certified and qualified will have the first chance to be rehired. All laid-off teachers will be notified, and the position(s) will be filled by the most qualified candidate(s) based on 2.1 Teacher Placement.

E. The Association will be informed at least 10 days before layoff notices are given to teachers. Teachers being laid off will receive written notice by April 1.

F. The Board will notify teachers of a layoff or recall by sending a registered or certified letter to their last known address. It is the teacher's responsibility to inform the Board of any address changes.

G. An employee's certification and qualifications at the time of layoff will be based on the records on file with the Board. Similarly, recall decisions will be based on the certification and qualifications on file when the recall notice is sent. Employees are responsible for notifying the Board in writing of any errors or updates to their records as they occur.

H. Definitions:

1 "Certification" means a teacher has the necessary certificates, endorsements, licenses, or approvals required by law for their assigned position. It is the teacher's responsibility to submit these documents to the Board. The certification records on file with the district will be considered final for all matters under this agreement.

2 The teacher must notify the Board and Association in writing of any changes to their certificates, endorsements, or licenses after they are first submitted to the district. This includes updates such as new endorsements, certificates, renewals, expirations, revocations, or any restrictions.

3 Qualification – Teachers are considered qualified for positions if they have the proper certification per MDE. Their level of qualification for any position in the district will be determined by the process described in 2.1 Teacher Placement.

I. A teacher who refuses a recall offer to a qualified and equivalent position will be considered a voluntary quit and lose recall rights. The only exception is if the teacher is under contract with another school district at the time of recall. In that case, they may complete their contract before reporting. If they decline, they will be deemed to have voluntarily quit.

J. Laid-off teachers will have Board-paid insurance benefits until the end of the month following their layoff notice. After that, they may continue coverage per the Carrier's policy, including paying the group rate under COBRA.

2.7 Teacher Discipline

A. Teacher Discipline:
   1 Just Cause: No bargaining unit employee may be disciplined without reasonable and just cause. "Discipline" includes actions such as warnings, reprimands, suspensions (with or without pay), demotions, pay or rank reductions, discharges, or any other disciplinary actions.
   2 All disciplinary actions or negative performance evaluations can be challenged through the grievance process, including arbitration. The employee and the Association must be given written reasons for the discipline at the time it is imposed.
   3 For cases involving the discharge or demotion of a Non-Probationary teacher, the rules and procedures of the Michigan Teachers' Tenure Act (MCL 38.71, et seq.) will apply. This does not take away any rights related to fair treatment if the employer fails to follow evaluation procedures in this Agreement that are not covered by the Tenure Act.

B. Progressive Discipline:
   1 A program of progressive discipline shall be followed. The following progression of discipline for each unrelated incident shall be followed prior to the imposition of any other economic discipline on any employee of the bargaining unit:
      a Oral warning then
      b Written warning then
      c Written reprimand then
      d One-day suspension without pay then
      e Three days suspension without pay then
      f Further suspensions without pay then
      g Discharge.
   2 No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize that the severity of an offense may provide just cause for the acceleration of the above progression of discipline.

C. Discipline Not Included in Evaluation Scoring: If a bargaining unit employee is disciplined through the progressive discipline process, that same incident cannot later be used or counted against them in their annual performance evaluation.

D. Right to Representation: If a parent, student, or colleague makes an official complaint about an employee, or if the administration suspects the employee of misconduct, the employer must offer the employee union (Association) representation. The representative must be told what the meeting is about ahead of time and allowed to meet privately with the employee before the meeting. The employee may choose their specific representative. If that person isn't available right away, the employee has 48 to 72 hours to find one. If the employee declines representation, they must sign a waiver but can change their mind and request representation at any time.
   1 A bargaining unit employee has the right to have an Association representative present at any meeting that could lead to disciplinary action. If the employee asks for a representative, no action will be taken until the representative is present. If discipline is likely at a meeting, the employee must be informed right away and reminded of their right to have representation.

E. Personnel File: A bargaining unit employee has the right to review all records about them created after they were hired. They may have an Association representative with them during the review. Only authorized supervisors may access the file, except when an Association representative needs to review it for contract issues or to support the employee in legal or administrative matters. Each file must include a log of who reviewed it, when, and why.
   1 Verbal warnings will not be placed in an employee's Personnel File. If a warning is considered verbal, it will be communicated directly to the employee but not documented in the file.
   2 All discipline or complaints, as outlined in Section 6, must be removed from the personnel file after four (4) years, unless a law requires otherwise.

F. Complaints: No material, including complaints from students, parents, or staff made after a bargaining unit employee's hiring, will be added to their personnel file unless the employee has had a chance to review it. Complaints must be in writing and include the complainant's name, actions taken, and proposed resolution. The employee may attach a written response, which will stay with the original document in the file. The employee must review and sign any material before it's added to their file. Their signature shows they've seen the material, not that they agree with it. All evaluations and recommendations must be based only on what's in the employee's file.
   1 Complaints, as defined in this Section, shall not be used for the purposes of annual teacher performance evaluations unless the complaint is substantiated but not used as any basis of disciplinary action and a part of any additional ongoing incidents of a substantially related nature.

G. Assaults & Property Loss/Damage: Any assault on a bargaining unit employee must be reported to the Employer right away. The Employer will provide reasonable help to protect the employee from harm. If the employee needs legal advice about their rights or dealing with law enforcement or courts, the Employer will cover the cost. The Employer will also reimburse the employee up to $500 per school year for damage, loss, or destruction of their vehicle, clothing, or personal items, if it happens on school grounds or during a school activity and wasn't caused by the employee's own negligence.

H. Committee Membership: The District will protect and not hold responsible any bargaining unit employee whom the District requires to serve on District, state, or federal committees. If any complaints or lawsuits result from their participation, the District will provide legal counsel at no cost to the employee.

I. All bargaining unit employees shall be treated fairly and equitably in matters related to teacher discipline.

2.8 Rights of the Board

A. The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement. Therefore, the Board is restricted in its rights only by those things specifically conceded to by this Agreement.

B. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan School Code for any other national, state, county, district or local laws or regulations as they pertain to education, except as agreed upon in this Agreement.

2.9 Teacher Instructional Aide Relations

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

2.10 Teacher Rights

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation. As a duly elected body exercising governmental power under order of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Public Act 379, or other laws of Michigan or Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or conditions of employment by reason of his/her membership in the Association, his/her participation in any legal activity of the Association or collective professional negotiations with the Board, or his/her institution of any grievance under this agreement.

B. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discrimination with respect to the professional employment of such teacher. The above statement does not, however, grant to teachers the right to violate Board Policy 4930 - Controversial Issues, as it relates to student contact and classroom activities.

C. The provisions of the Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.

SECTION 3
TEACHING CONDITIONS

3.1 Student Discipline and Teacher Protection

A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears to the teacher that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, or whenever it appears that the presence of a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, that student will be referred in writing to the school counselor or principal. If the problem persists the teacher shall schedule a conference with the parents and an interim report will be sent home to the parents.

B. A teacher may exclude a pupil from one class when the severity of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will notify the principal immediately by use of a disciplinary form sent with the student prior to going to the principal's office. The teacher will furnish as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. The pupil shall not be returned to the class until after consultation among the principal, teacher, and student. Upon the teacher's request a written statement from the principal as to the disposition of the matter will be sent to the teacher.

C. There shall be established rules and regulations at all grade levels setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed to students, teachers and parents at the beginning of each school year. The appropriate administration will communicate with the teacher(s) upon a student's re-entry into class. In cases when the student does not comply with the assigned discipline and intervention strategies habitually, the student will be given an alternative and equivalent educational opportunity as allowed by law.

3.2 Instructional Materials

A. The administration will confer with the teachers from time to time for the purpose of improving the selection and use of such educational tools.

B. A teacher shall insure that all sides of a controversial issue are presented equally and that the topic and material used will be appropriate to the maturity level and intellectual ability of the student.

3.3 School Equipment

The Board shall provide:

A. That a teacher will not be required to teach a class unless a room is provided for it.

B. Locked storage space to keep instructional materials in for floating teachers.

C. Facilities and equipment to prepare for lessons.

D. Telephones (District land lines) available to all teachers for private conferences with parents.

3.4 Teaching Hours

A. All teachers must report on workdays no later than 7:50 A.M. and leave no earlier than 3:10 P.M.

B. Attendance at extra-curricular programs such as parent- teacher conferences and work on the curriculum is expected and accepted as part of a teacher's professional obligation. Therefore, teachers will be required to attend meetings which are appropriate with their teaching assignments.

C. Attendance at professional staff meetings called by the superintendent or principal is mandatory unless excused by the Administration.

D. Except for school-sponsored events, teachers and students must not personally engage in any commercial profit-making activity during the school day as defined by this Master Agreement. At no time will teachers allow reference to the Frankfort-Elberta Area Schools in any commercial advertising.

E. Teachers agree that to accomplish a professional teaching job, time may be required beyond the school day as specified in this contract, and therefore, agree to extend this day if the situation demands. Such things as a conference with a parent, or retention of a student, may demand extension of the day.

F. In the case of an emergency, as determined by the administration, a teacher may be excused early without subjecting the Frankfort-Elberta Area School District to an unfair labor practice in respect to discrimination as to length of workday.

G. Teachers are under contract for a specified school day as set forth in this section, and therefore, shall have the principal's permission to leave the school building during that day; except for duty free lunch.
H. Preparation time is part of the contractual day. Teachers are expected to make this time available for pupil-teacher conferences, administrator-teacher conferences, other conferences, as well as using this time for classroom preparation. All full-time classroom teachers are guaranteed a minimum of 225 minutes per week of preparation time during the normal student instruction week.
I. All teachers shall have a duty free, uninterrupted thirty (30) minute lunch period except for those that have accepted the Schedule B Lunch Duty position.
J. The principals in each building may conduct one (1) monthly faculty meetings from a calendar published at the beginning of the school year.
K. Both parties agree that it is the responsibility of the teacher to provide lesson plans to be used in case of teacher's absence for any reason. In order to provide for such, each teacher shall have available at his/her desk each day: (1) a list of students in each class; (2) a general lesson plan for the week; (3) a detailed lesson plan for each class for the following day.
L. Extra Preps: Every attempt will be made to limit the number of different preparations for each teacher to four (4), however in the event that a teacher is requested to teach more than four (4) different classes or split classes at the elementary level the teacher will receive extra pay (1% per extra prep/split class).

3.5 Class Size and Teaching Conditions

A. For maximum learning, class size shall not exceed the limits of existing facilities.
B. Every attempt will be made to hire substitutes for specials (examples: art, music, P.E.). When classes are combined and the total class size is over 30 students, the teacher will be granted his/her choice of trade time or sub pay.
C. "Least Restrictive Environment" In order to assist students eligible for Special Education or Section 504 in making a successful transition from placement in special education classes only to both regular and special education classes pursuant to placement recommendations made by an Individual Educational Planning Committee (IEPC) the following Transition Guidelines will be followed:
    1. The building administrator will normally recommend the placement of an eligible student in the smallest available and appropriate regular education class except for good cause shown. Each of the teacher(s) into whose classroom(s) a student will be placed shall be invited to serve on the IEPC for that student prior to actual placement or, in instances where it is not possible to identify placement in advance of an IEPC, general education teachers who ultimately will have an eligible student(s) assigned to their classroom(s) will meet to discuss the student's placement, soon as possible following the beginning of the school year to explain the conclusion of the IEPC and to provide for the teacher to have input into the process.
    2. When requested by the regular classroom teacher in whose class(es) an eligible student is placed, special training or consultant assistance relevant to the student's needs will be arranged for by the administration.
    3. The responsible administrator shall make time available, as needed, for the regular classroom teacher to consult with special education staff primarily responsible for the special needs student.
    4. All members of an IEP Committee shall have the right to reconvene the Committee for the purpose of reviewing and recommending revisions of the current Individualized Education Program if deemed appropriate, in accordance with procedures set forth in Michigan Special Education Rules.

SECTION 4
LEAVES OF ABSENCE

4.1 Professional, Personal and Emergency Leave

A. Personal Business - Four (4) personal business days will be allowed a year upon the request of the teacher, provided substitutes are available. Teacher's request shall be made as early as possible.
B. A teacher will be able to use a personal leave or trade day prior to or directly after a holiday/vacation period, providing that:
    1. Substitutes are available and the teacher has been selected by a committee of the Association at least ten (10) school days prior to the last day of school before the holiday/vacation period.
    2. A minimum of two (2) openings for use of personal leave or trade days will be available to teachers in each of the district's buildings for any school day immediately preceding and two (2) openings for use

of personal leave or trade days immediately following a holiday/vacation period. The request should go to the EA building representative for approval then to the building principal.

3. More than the openings aforementioned shall be allotted, as applied for, on a stand-by basis provided adequate substitutes are available and provided that no more than three (3) teachers from one building will be absent on personal leave or trade day on any one day.
4. Selection of teachers to fill those openings for personal leave or trade days shall be made by a Committee of the Teachers Association and notification in writing sent to the Superintendent of Schools in the timely manner as outlined in 4.1B.1. The Board of Education shall not be responsible for any inequities in this process.

C. Unused personal business days shall accumulate to a maximum of three (3) days. These accumulated days will be in addition to the four (4) days allotted each year. The maximum number of personal business days a teacher may use in any one year would be five (5). Additional days may be used with Superindendent and association approval. A teacher with unused personal business days shall choose one of the options below:
   1. Receive payment in the amount of sub pay per unused personal business day.
   2. Receive one (1) additional sick day per unused personal business day under the same terms as paragraph 4.3A.
   3. NOTE: If no choice is indicated, the first choice (payment) will be assumed.

D. Emergency Leave Three (3) emergency leave days will be allowed each year for the teacher's unavoidable absence. Emergency leave is designed to provide an opportunity for a teacher to have time off for an emergency which in the opinion of the Superintendent of Schools cannot be taken care of except during school hours. Prior approval is necessary by the Superintendent of Schools in most cases, and written documentation may be required at the discretion of the Superintendent of Schools to justify the need for emergency leave.
   1. Examples of Emergency Leave:
      a. Legal problem or other emergencies, which cannot in the opinion of the Superintendent of Schools, be taken care of during non-school hours.
      b. Serious illness in immediate family which requires doctor's care or hospitalization. Given that all sick leave time and trade time has been used.
      c. Death in immediate family or a close relative.

E. All days approved by administration for any professional conference, meeting and visitation shall not be deducted from emergency leave, sick leave or personal business days.

F. A teacher's absence from school will not be counted for any day when staff is not required to be in attendance.

G. The Board shall provide seven (7) school attendance days per school year of released time for the handling of Association business as deemed necessary by the Association president. The Association will pay the cost of the substitute. No one Association representative will be granted more than three (3) school attendance days during the school year.

H. The Board and Association recognize that from time to time special circumstances arise whereas a teacher may need less than one-half (1/2) of a day released time.

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

4.2 Unpaid Leaves

A. A teacher with 15 years of service in the district may be granted a one (1) year leave of absence without pay to further his/her education. A teacher upon return from such leave shall be placed on that step on the salary schedule he/she would have been on at the beginning of the contract year during which the leave was taken. Said teacher shall retain all his/her accumulated sick leave days accumulated prior to the leave but shall not accumulate one calendar year of seniority.

B. Teachers may be granted unpaid leave days by the Board for reasons not covered in this Agreement.

C. More than five (5) unpaid leave days in one contract year for a teacher will result in a loss of seniority equal to the number of calendar days from the sixth contract day of the leave to but not including the first contract day the teacher returns to work.

D. For salary purposes any teacher granted unpaid leave time will receive full credit for each semester he/she taught at least half of that semester.

E. Any teacher granted more than five (5) unpaid leave days may continue to receive all the fringe benefits provided by this agreement, but must reimburse the Board for the cost of these fringe benefits incurred over the duration of the unpaid leave if a teacher taking such leave opts to continue benefits.

F. Under no circumstances will an unpaid leave exceeding half of a semester be terminated within five (5) weeks of the end of the school year.

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

4.3 Illness and Disability

A. Teacher sick leave will be accumulated at the rate of ten (10) days per year to one hundred fifty (150) days any unused sick days above (150) one hundred fifty at the end of the school year shall be placed in the sick bank. The yearly ten (10) days will be available at the beginning of each school year providing the teachers reports for work on the first work day of the contract year and completes that first day. Should a teacher be unable to report for work on the first work day or be unable to complete that day due to illness or other condition provided under Section 4.3B, the ten (10) days will be granted upon the teacher's return to work with days missed deducted from previously accumulated sick leave. Should a teacher have no previously accumulated sick leave or used up all previously accumulated sick leave, that teacher, upon return to work, will receive the yearly ten (10) days less the number of days missed in excess of previously accumulated sick leave.
   1. Any extenuating circumstances not covered above may be reviewed by the Sick Leave Bank Board which is hereby authorized to make decisions in regard to those circumstances.
   2. Any extenuating circumstances not covered above and involving a teacher not eligible to apply to the Sick Leave Bank may be reviewed by the Superintendent and Board for special consideration.

B. Sick leave shall be granted to a teacher in the following circumstances with administrative approval:
   1. Personal illness or disability
   2. When the mental or emotional condition of the teacher might be detrimental to the welfare of the students or the teacher.
   3. Illness in the immediate family: Immediate family is defined as husband, wife, spouse, parent, brother, sister, child, child-in-law, parent-in-law, immediate step-parent, grandparents, immediate stepchild, grandchild or a person living or making his/her home in the employee's household. A teacher using sick leave for family illness may use four (4) sick leave days for anyone not living in the employee's household, and ten (10) sick days for any relatives living in the employee's household. Should a fifth day be necessary for anyone not living in the household the teacher must then use one (1) personal business leave day or one (1) unpaid leave day should the teacher have no personal leave days available. Should still additional sick leave days be necessary for family illness, four (4) additional sick leave days will be granted for a total of ten (10) sick leave days per contract year. In extenuating circumstances, the superintendent may grant additional days beyond the ten (10) days for family illness with the understanding the first of the additional days will be a personal business leave day or an unpaid leave day should no personal leave days be available.
      a. For illness in the immediate family, the teacher must notify the appropriate principal by 6:30 a.m. each day that the teacher will not report to work if prior notification to the appropriate principal is not made.
      b. Should a teacher be confronted with a serious, long- term illness of a spouse, son, daughter, or parent that teacher may upon request be granted a leave for up to twelve (12) weeks to care for that person provided the teacher shall first provide certification from a physician that the teacher is needed to provide care and the length of time the teacher will probably be needed to provide that care. Leave time will be charged against the teacher's accumulated sick leave. In the event a teacher does not have sufficient sick leave accumulated to cover the full extent of the leave the

remaining leave time will be granted as unpaid leave. Should unpaid leave be granted the Board shall maintain health benefits for that teacher during the unpaid leave time.

4. Death in the immediate family: Immediate family is defined as husband, wife, spouse, parent, brother, sister, child, child-in-law, parent-in-law, immediate step-parent, grandparents, immediate stepchild, grandchild or a person living or making his/her home in the employee's household. A teacher may be granted up to a maximum of five (5) days per death with approval of the superintendent granted, and additional days may be requested as emergency leave as defined in 4.1D.c.
5. Bereavement: A teacher will receive two bereavement days a year. They do not accumulate.

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

D. Teachers must notify administration by 6:30 a.m. each day they are ill when possible. Advance notice shall be given when possible to assist in retaining substitutes. Failure to properly notify administration will result in loss of pay for that day, unless in the opinion of administration extenuating circumstances existed.

E. The teacher may be required at the Superintendent's discretion to submit a physician's statement attesting to physical or mental health. If an examination is necessary, cost of examination to be paid for by the school district. When the Association and Board agree a second opinion may be required.

F. Part time certified personnel shall receive sick leave benefits in an amount equal to a ratio between the amount of time they work and full time employment.

G. Sick Leave Bank Teachers who want to join the sick leave bank must do so by the last Friday in September. To join, they must give written permission for one of their sick days to be added to the bank. Probationary teachers can join after completing one year in the district.

1. Once a teacher joins, their membership continues as long as they work in the district. Each year, the Board of Education will match the total number of sick days added to the bank. Each member will contribute one sick day per year until the bank reaches a maximum of 150 days, plus one day for each member, minus one.
2. If the number of days in the bank 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 three days in any one year.
3. A Sick Leave Bank Board will manage the bank. It will include two members chosen by the Board of Education and two chosen by the teachers' association. A majority of this board can approve requests to use sick days from the bank.
4. Teachers in the sick leave bank can only request days from it after they've used up all of their own sick, personal business, and trade time. Teachers who have worked in the district for at least two years may receive up to 40 sick leave bank days total during their career with Frankfort-Elberta Area Schools. Requests require a written request to the Sick Leave Board using the Sick Bank Application in Section 6.
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. The only exception to using 5 Trade Days in a year is for purposes of accessing the sick leave bank. All trade days must be used to access the bank.

4.4 Unpaid Infant Child Care Leave

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

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

the Superintendent of Schools that such physical complication exists, then sick leave may be extended beyond the fifth (5th) day after the birth of the child.

B. Leave under this section run concurrent with eligible FMLA leave.

C. The Board of Education will pay the health and hospitalization care benefits during the first twelve (12) weeks of the unpaid leave for infant child care, after which, if the teacher desires to maintain their health and hospitalization care benefits during the remaining period of the unpaid infant child care leave, they may do so by arranging to pay in advance the premium costs monthly to the school district. Upon the teacher's return from unpaid infant child care leave, such teacher shall be placed on the salary schedule in accordance with Section 4.2D.

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

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

SECTION 5
COMPENSATION AND BENEFITS

5.1 Insurance Protection

A. Insurance Plan Summary: 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 January 1 each year and ending December 31 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:
   1. MESSA Package 1: MESSA Choices $500/1000, $20 OV,$20 SV, $25 UC, $50 ER, 5Tier Rx
   2. MESSA Package 2: MESSA ABC Plan 1, $1600/3300, $0 OV, $0 SV, $0 UC, $0 ER,5Tier Rx
   3. MESSA Package 3: MESSA Essentials, $375/750, 20% Coinsurance, and Supplemental 3 Plan Bundle, Flex Spending Account for overage, Essentials Rx.

C. Delta Dental Plan: Diag & Prev: 100% (X-Rays), Basic Services:100%, Major Services:100%, Annual Max:$3000, Orthodontics: 100%, Lifetime Max: UCR, Riders:Two Cleanings, AO, Sealants, Plan Year: Jan-Dec

D. Negotiated Life: $100,000 Accidental Death and Dismemberment

E. Vision: MESSA VSP-3 Plus P 250CL

F. Long Term Disability: 66 ⅔ % max $6,000, 60 Calendar Days Modified Fill, Freeze on offsets, Alcohol/Drug and Mental/Nervous 2 year limitation

G. Plan B: For Employees not electing Health Insurance:
   1. Delta Dental Plan: Same as above
   2. Negotiated Life: Same as above
   3. Vision: Same as above
   4. Long Term Disability: Same as above

H. Full time Employees not electing health insurance under Plan A shall apply for full coverage under Plan B. 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:
   1. Annuity: Board paid in the amount of one 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.)

I. 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.

J. 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).

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

L. On January 1, 2023 and each successive year during the contract term the district contributions for medical benefit plan costs will be adjusted one time to the maximum hard cap amount authorized by the State Treasurer, effective with the commencement of the medical benefit plan coverage year (January 1)

5.2 Salary Schedule

A. The basic annual salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. See 5.2A.

B. The school district shall accept up to a total of three (3) years and may accept up to a total of ten (10) inclusive for teaching experience in other school systems and/or armed forces service for placement on the salary schedule. Up to 15 years may be accepted with approval of the association.

C. Teachers who leave employment in the Frankfort-Elberta Area Schools for any reason, excepting discharge, if rehired may be placed by the Board on their previously earned position on the salary schedule providing the teacher returns in two years. Accumulated sick leave earned at the time of departure will be credited to the teacher when he/she returns. There will be no increase of sick leave during the time of leave.

D. Payment shall be made on the BA and BA +35/ MA according to the following:
   1. Hours must be in addition to and received after BA or MA and certification as a teacher.
   2. Hours must be semester credit hours or the equivalent in term hours.
   3. Proof of completion for graduate credit must be provided by the teacher. A transcript or grade card must be in the Superintendent's office by 4:00 p.m. on orientation day.

E. Compensation: The salary schedule for school years 2025-2026 and 2026-2027 is outlined in Appendix.

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

G. When a teachers BA or BA +35/MA status changes mid year their immediate subsequent pays will adjsut to reflect their new status.

5.3 Compensation

A. Payment of salary shall be made in twenty-six (26) payments, one (1) every two (2) weeks except when a teacher files in the payroll office by 4:00 p.m. on the first work day of school, authorization for payment of salary to be made in twenty (20) payments, one (1) every two (2) weeks. Once authorization is made, it shall remain in effect unless changed by the teacher in writing. All Professional staff must use an electronic bank transfer for payment. Checks will no longer be mailed to the employee.

B. A teacher receiving twenty six (26) payments shall be able to receive the balance of his/her salary upon completion of his/her contract by requesting such thirty (30) days prior to the end of the school year. Once authorized, payments may not be changed except as outlined above.

C. In the event that the administration makes a permanent teaching assignment during guaranteed preparation time which requires subject matter preparation a payment of 10% of the teachers step on the salary schedule shall be made in addition to the salary already paid for that preparation time. Study hall assignments shall be paid at the rate of 5% of the teacher's step on the salary schedule. Such an assignment shall be made only with the consent of the teacher and Association.

D. In the event an assignment is made, with the consent of the teacher, which is substitute in nature, such as study hall or taking over a class on a temporary basis where regular teacher plans are used, a payment of $65.00 per hour shall be made in addition to the salary already paid for that preparation time or in lieu of the $65.00 payment a teacher may opt to bank this time for use later as trade time off as outlined below. Whenever possible advance notice shall be given. Trade time may be accumulated yearly, and any days banked cannot be paid out at a later date. A maximum of five (5) days of trade time off may be used during any one (1) year with prior administration approval. More than 5 trade days may be used if using for maternity/paternity leave and sick bank.Each six (6) class periods of trade time accumulating shall equal one (1) trade day. Trade time will be offered only in accordance with this article 5.3.D.

E. Pay for seasonal activities Example: athletic coaching, cheerleading, all school play, driver's training, recreational skiing, and High School Band), shall be paid at the end of the season or at the end of the job responsibility.
F. It shall be the responsibility of the administration to obtain and pay substitutes except as otherwise noted in this agreement. Nothing shall prevent a teacher from voluntarily covering another teacher's class without pay but with approval of the administration.
G. The Board and the Association support the principle that professional teachers should keep up to date in their field of education. The administration will notify teachers of their teaching certification renewal due date at least one (1) year prior to the time the requirement must be completed. Failure of notification by administration will not waive responsibility of each staff member's requirement to be certified.
    1. Teachers must keep a valid and current license/certificate to teach in the State of Michigan.
    2. Teachers having permanent or continuing certification, or a professional education certificate, completing this requirement shall be reimbursed toward expenses incurred in the amount of five hundred dollars ($500) once at the end of each five (5) year period. Teacher must provide documentation of expenses/classes that were completed during the five (5) year period for reimbursement.
H. Payment for attendance at a workshop, conference and/or a training session that takes place during a weekend, summer or other day(s) during the school year, when school is not in session, shall be paid $100 per half day (3.5 Hour or less) or $200 per full day(more than 3.5 hours) excluding food, provided the teacher has been requested to attend by the school administration. Attendance at such a workshop, conference or training session must be pre-approved by the Superintendent.
I. When required to use personal vehicles for school business the member will be reimbursed at the current I.R.S. mileage rate.

5.4 Extra Duty Compensation

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

SCHEDULE B

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

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

1. First and Second year in Assignment: A percentage according to schedule of beginning BA base (Step 1).
2. Third and Fourth Year in Assignment: A percentage according to schedule of first step BA base (Step 2)
3. Fifth Year in Assignment: A percentage according to schedule of second step of BA base (Step3)
4. Sixth Year and Seventh Year in Assignment: A percentage according to schedule of third step of BA base (Step 4)
5. Eighth Year in Assignment: A percentage according to schedule of fourth step BA base (Step)
6. Ninth and Tenth year in Assignment: A percentage according to schedule of fifth step of BA base (Step 6).
7. Eleventh Year in an Assignment: A percentage according to the schedule of the sixth (6th) step of the BA base (Step 7.)
8. Twelfth and More Years in an Assignment: A percentage according to the schedule of the seventh step of the BA base (Step 8).

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

Athletics:

Director	6.5

Football:

Varsity Coach	11.0
Varsity Assistant Coach	7.0
General Assistant Coach	3.5
Junior Varsity Coach	6.0
Assistant Junior Varsity Coach	4.5
7th and 8th Grade Coach	4.0
7th and 8th Grade Assistant Coach	1.5

Basketball:

Varsity Coach	11.0
Varsity Assistant Coach	3.5
Junior Varsity Coach	6.0
Junior Varsity Assistant	3.5
7th and 8th Grade Coach	5.0
7th and 8th Grade Coach (Both Teams)	8.0

Cheerleading:

Varsity Coach	5.0

Track:

Varsity Head Coach	9.0
Varsity Assistant Coach x 4	3.0
Middle School Coach Boys	3.0
Middle School Coach Girls	3.0

Cross Country:

Varsity Head Coach	9.0
Middle School Coach	3.0

Volleyball:

Varsity Coach	11.0
Varsity Assistant	3.5
Junior Varsity	6.0
8th Grade Coach	5.0
7th Grade Coach	5.0
7th and 8th Grade both teams Coach	8.0

Baseball:

Varsity Coach	9.0
Varisty Assistant Coach/JV	3.5

Softall:

Varsity Coach	9.0
Varisty Assistant Coach/JV	3.5

Wrestling:

Varsity Coach	9.0
Assistant Coach	3.0

Golf:

Varsity Coach	9.0

Bowling:

Varsity Coach	9.0

Recreational Skiing:

Elementary	1.0
Middle School/High School	1.0

Advisors:

Junior-Senior	2.0
6th-10th Grade	1.0
Yearbook	7.0
High School Student Council	3.0
Middle School Student Council	2.0
National Honor Society	3.0

Interact Club	2.0
Band Director	5.0
High School Play Director Fall	3.0
High School Play Director Spring	3.0
High School Play Assistant Spring x 3	1.0
Middle School Drama Advisor	2.0
Elementary Drama Advisor	2.0
Odyssey of the Mind Coach-Per Team	2.0
Robotics	2.0
Food Pantry	2.0
Lunch Duty	4.0
Senior Class Trip Coordinator	2.0
Junior Class Trip Coordinator	2.0
Sixth Grade Camp Coordinatory	1.0

Miscellaneous:

Public Relations and Media	6.0
Summer Computer Coordinator/Technician	9.0
Mentor Teacher	1.0

Hourly/Day/Night Positions:

Driver Education	$20/Hr.
Summer School	$45/Hr.
Homebound Instructor	$45/Hr.
After School Tudoring	$45/Hr.
Education/Enrichment Program Instructor	$45Hr.
Educational Committee Participation	$45/Hr.
Credit Recovery (Number of positions determined by administration)	$45/Hr.
Overnight Trips	$250/Night
Chaperone Trip pay Saturday or Sunday	$175/Day
Special Education Teacher Paperwork (max 3 days per year)	$125/Day

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

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

5.5 Terminal Leave Pay

A. In recognition of service to the school district, when a teacher retires from the school system after reaching minimum retirement age as defined by the Michigan Public School Employees' Retirement Board, a terminal leave payment will be allowed in the amount of 25% of accumulated sick leave at the time of retirement, to be paid at per diem rate to a maximum of $5,000.

B. Retirement shall mean permanent discontinuance of teaching and shall not apply if the teacher is moving to accept another teaching position in another school district.

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

1. A teacher qualifying for terminal as outlined above will receive the following financial incentives if the retirement effective date is July 1, August 1, or September 1:
2. $1,500 will be paid to a teacher who notifies the Superintendent or designee of said retirement prior to December 1st immediately preceding the intended date of retirement.
3. $1,000 will be paid to a teacher who notifies the Superintendent or designee of said retirement prior to February 1st immediately preceding the intended date of retirement.
4. $500 will be paid to a teacher who notifies the Superintendent or designee of said retirement prior to March 1st immediately preceding the intended date of retirement.

SECTION 6
Appendix

6.1 Grievance Report Form

Distribution of Form

Grievance #_____ School District_____

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

GRIEVANCE REPORT

Submit to Principal 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 Principal

D. Position of Grievant and/or Association

_____

Signature & Date

STEP II

A. Date Received by Superintendent or Designee

B. Disposition of Superintendent or Designee

C. Position of Grievant and/or Association

_____

__ Signature & Date

STEP III

A. Date Received by Board of Education or Designee

B. Disposition of Board

C. Position of Grievant and/or Association

_____

__ Signature & Date

STEP IV

A. Date Submitted to Arbitration

B. Disposition and Award of Arbitrator

6.2 Sick Bank Application

FEAS EA Member: _____

Did you contribute one sick day to the sick leave 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 leave bank at this time.

Have you exhausted ALL of your personal, sick, and trade days (beyond 5 days)? Yes___ No___

*If you answered no, you do not qualify to access the sick leave bank 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, personal, and trade days:_____

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

6.3 Pay Scale

			2025-2026							2026-2027		
Step	BA/MA Int	Stipen	BA	BA+35/MA	Stipen		Step	BA/MA Int	Stipen	BA	BA+35/MA	Stipen
1	$48,000	$0	$50,000	$55,000	$ 500		1	$48,500	$0	$51,000	$56,000	$ 500
2	$50,000	$0	$52,000	$57,000	$ 500		2	$50,500	$0	$53,000	$58,000	$ 500
3	$52,000	$0	$54,000	$59,000	$ 500		3	$52,500	$0	$55,000	$60,000	$ 500
4	$54,000	$0	$56,000	$61,000	$ 500		4	$54,500	$0	$57,000	$62,000	$ 500
5	$56,000	$0	$58,000	$63,000	$ 500		5	$56,500	$0	$59,000	$64,000	$ 500
6			$60,000	$65,000	$ 500		6			$61,000	$66,000	$ 500
7			$62,000	$67,000	$ 500		7			$63,000	$68,000	$ 500
8			$64,000	$69,000	$ 500		8			$65,000	$70,000	$ 500
9			$66,000	$71,000	$ 500		9			$67,000	$72,000	$ 500
10			$68,000	$73,000	$ 500		10			$69,000	$74,000	$ 500
11			$70,000	$75,000	$ 500		11			$71,000	$76,000	$ 500
12			$72,000	$77,000	$ 500		12			$73,000	$78,000	$ 500
13			$74,000	$79,000	$ 500		13			$75,000	$80,000	$ 500
14			$76,000	$81,000	$ 500		14			$77,000	$82,000	$ 500
15			$78,000	$83,000	$ 1,000		15			$79,000	$84,000	$ 1,000
16			$80,000	$85,000	$ 1,000		16			$81,000	$86,000	$ 1,000
17			$82,000	$87,500	$ 1,000		17			$83,000	$88,500	$ 1,000
T18			$82,500	$88,000	$ 1,000		T18			$83,500	$89,000	$ 1,000
T19			$83,000	$88,500	$ 1,000		T19			$84,000	$89,500	$ 1,000
T20			$83,500	$89,000	$ 1,000		T20			$84,500	$90,000	$ 1,000
T21			$84,000	$89,500	$ 1,000		T21			$85,000	$90,500	$ 1,000
T22			$84,500	$90,000	$ 1,000		T22			$85,500	$91,000	$ 1,000