

8/31/93

FRANKFORT-ELBERTA AREA SCHOOLS

1990-91 1991-92 1992-93

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

Frankfort-Elberta Area Schools

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SECTION 1: BASIC CONTRACTUAL PROVISIONS

1.1 Recognition

A. The Board hereby recognizes the Northern Michigan Education Association/Michigan Education Association/ 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 N.M.E.A./M.E.A./N.E.A., used hereinafter, shall refer to the bargaining representative as defined above. The Board agrees not to negotiate with any organization other than that designated as a representative pursuant of Act 379, Public Acts of 1965, for the duration of this Agreement.

1.2 Witnesseth

NORTHERN MICHIGAN EDUCATION ASSOCIATION, MEA/NEA

By Nancy W. Bennett
President

By Dave Bourne
NMEA Staff Coordinator

By Joseph A. Yarnwood
Chief Spokesperson

By Paul W. Wright
Chairperson, Negotiating Committee

By James R. Bell
Negotiating Committee Member

By Paul M. Nugent
Negotiating Committee Member

By Terry J. Brown
Negotiating Committee Member
WHEA Wilson

FRANKFORT-ELBERTA AREA SCHOOLS BOARD OF EDUCATION

By Renie L. Burette
President

By William A. Crawford
Vice President

By Jon D. Kuhl
Secretary

By Jay E. Gilbert
Treasurer

By David L. Gilroy
Trustee

By Jay R. White
Trustee

By Don L. Stewart
Trustee

Dated this 24th day of August, 19 90

1.3 Extent of Agreement

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to the Agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

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

- E. This agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- F. It is agreed that during the 1990-91 contract year, Section 5.5 Terminal Leave Pay and language regarding Early Retirement Incentive be open for negotiations and that nothing shall prevent approved changes and additions from being implemented during the 1990-91, 1991-92 and 1992-93 contract years, if agreed upon by both parties.

1.4 Duration of Agreement

- A. This Agreement shall be in effect for the school years of 1990-91, 1991-92 and 1992-93, and expires on August 31, 1993.
- B. Beginning not later than June 1st of the calendar year in which this Agreement expires, the N.M.E.A./M.E.A./ N.E.A. 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 N.M.E.A./M.E.A./N.E.A.
- C. At the beginning of each school year 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 by posting on the faculty bulletin boards with a copy sent to the Association President.

1.5 Continuity of Operations

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

1.6 Association Dues, Fees and Payroll Deductions

- A. Recognizing that under Michigan law, dues and related fees for any employee may be deducted only upon written voluntary authorization of individual employees, written authorization will be required from each employee.
- B. Teacher's authorization must be on file eight (8) days prior to the second pay of the year.
- C. Association Dues Deduction - Payroll deductions for Association dues are continuing unless written revocation notice is made within fifteen (15) school days after the beginning of the school year.

- D. In the event a teacher leaves the school system during the year, automatic revocation of authorization occurs with final payment.
- E. Association dues deduction authorization shall be provided by the Association. Payroll deductions shall be forwarded to the Association treasurer.
- F. Teachers not authorizing payment of dues through payroll deduction shall pay no less than one-half (1/2) of the annual dues on or before December 15 of each school year and the balance on or before April 15 to the Association Treasurer.

1.7 Agency Shop - Termination

- A. Any bargaining unit member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy, provided however, that the bargaining unit member may authorize payroll deduction for such fee in the same manner as provided in Article 1.6 A-F. In the event that a bargaining unit member shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, as herein provided, the Employer shall, at the request of the Association, terminate the employment of such bargaining unit member. The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.
- B. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in such Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- C. The Association in all cases of discharge for violation of this Article shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the

Employer in the event compliance is not effected. If the bargaining unit member in question denies that he/she has failed to pay the Service Fee, then he/she may request, and shall receive, a hearing before the Employer limited to the question of whether he/she has failed to pay the Service Fee.

D. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

(a) The Employer give timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and

(b) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article 1.7, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

E. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

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

- G. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty days (30) following the Association's notification to non-members of the fee for that given school year.

1.8 Grievance Procedure

- A. Alleged violations, misinterpretations or misapplications of the provisions of this Agreement and/or the management of section 4000 of the Board policies governing certified personnel may be processed as a grievance as hereinafter provided.
- B. In the event a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal either personally or together with the Grievance Chairperson. The grievance must be filed within twenty (20) school calendar attendance days of the violation, misinterpretation or misapplication or within twenty (20) school calendar days of the discovery thereof. A response shall be forthcoming within five (5) school calendar days following this discussion. If a grievance shall exist the teacher may proceed to Step I of the formal grievance procedure on the grievance report form procured from the Association Grievance Chairperson.

STEP I - FORMAL GRIEVANCE

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

STEP II

If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school calendar days of such meeting, the grievance shall be transmitted to the superintendent within five (5) school calendar days of the date the disposition is due. Within five (5) school days the superintendent shall meet with the

grievant or together with the grievance chairperson on the grievance and shall indicate his disposition of the grievance in writing within five (5) school calendar days of such meeting, and shall furnish a copy thereof to the Association.

STEP III

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

STEP IV

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

- C. The fees and expenses of the arbitrator shall be shared equally by both parties.
- D. 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.

- E. The grievance procedure shall apply in those areas covered by this agreement, except where specifically excluded by this Agreement or where provisions of the tenure act or law describes the procedure or authorize a remedy.

1.9 Negotiation Procedure

- 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, Vacancies, Transfers

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

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

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

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

- B. The parties recognize that the filling of positions is a prerogative of the Board of Education and that the decision of the Board with respect to such matters shall be final. Any teacher may apply for any position.
- C. To facilitate the filling of vacancies, teachers who are interested in applying for a position which may become vacant are asked to submit a letter of application each year to the Board of Education informing them of such interest. To facilitate notification of vacancies during the summer, teachers are requested to submit a copy of the above letter to the Superintendent and he shall by letter notify the teachers who have applied for that vacancy.

2.2 Association Rights

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

2.3 Teacher Qualifications and Assignments

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

2.4 Teacher Evaluation

- A. Both parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure has been agreed to:

- B. All monitoring or observation for purposes of teacher evaluation shall be conducted openly, with the full knowledge of the teacher and in a professional manner in accordance with Section 2.7B of this contract. Teachers recognize that evaluation is not just restricted to evaluations in the classroom, but is a continual process. It begins when you are hired and ends when you leave the employment of the school.
- C. Evaluations are to be conducted between October 1, and May 15, of each contract year.
- D. Every tenure teacher will be observed a minimum of three (3) fifteen minute periods each year. Every non-tenure teacher will be observed a minimum of nine (9) fifteen minute periods each year. Within two (2) school attendance days after each observation/visitation the teacher will be furnished a copy of his/her observation/visitation form (FORM T.E.1). On that form, the evaluator or teacher may, or may not, request a conference to discuss the observation/visitation. If a conference is requested by the teacher or evaluator on this form (Form T.E.1), the observation/visitation form must be returned within two (2) school attendance days to the evaluator. The conference will be held within five (5) school attendance days of the receipt of the observation/visitation form by the evaluator (Form T.E.1). After the evaluator-or-teacher-requested conference is held, a conference comment form will be filled out by the teacher (FORM T.E.2) and the evaluator (FORM T.E.3), and both filed.

If no conference is requested by either, the observation/visitation form (Form T.E.1) will be placed on file.

- E. The tenure teacher will receive a Comprehensive Teacher Evaluation (FORM T.E.4) every other year based on a compilation of a minimum of three (3) Observation/Visitation Forms (Form T.E.1) of the current school year and the three (3) Observation/Visitation Forms from the previous school year except as provided in paragraph five (5) page one (1) of this procedure.

Non-tenure teachers will have a minimum of nine (9) fifteen minute observations/visitations (Form T.E.1) each year, and a comprehensive evaluation (Form T.E.4) completed after every three (3) observations/visitations (Form T.E.1) each year.

Although tenure teachers will normally receive a Comprehensive Teacher Evaluation (Form T.E.4) every other year, the evaluator and/or teacher may opt to have a Comprehensive Teacher Evaluation (Form T.E.4) done each year. If this is done, the Comprehensive Teacher Evaluation (Form T.E.4) will be based on a compilation of only the three (3) Observation/Visitation Forms (Form T.E.1) for that current school year.

The evaluator and teacher will have a conference concerning the comprehensive evaluation (Form T.E.4) not later than ten (10) school attendance days after the third (3rd) observation/visitation form (Form T.E.1). The teacher will receive a copy of the completed comprehensive evaluation form (Form T.E.4) a minimum of two (2) attendance days before the conference. After this conference the comprehensive evaluation form (Form T.E.4) will be placed on file.

- F. A Teacher Comment Page (Form T.E.5) will be filled out by the teacher within three (3) school attendance days after his/her tenure; or within three (3) school attendance days after his/her ninth (9th) (non-tenure) teacher observation/visitation (Form T.E.1), and a copy given to the evaluator.
- G. The teacher shall be entitled to have his/her tenure coach at the evaluation conference. Tenure teachers shall be entitled to have an association representative present at the evaluation conference.
- H. If an evaluator finds a teacher lacking, the reasons therefore, shall be set forth in specific terms, as shall an identification of the specific areas in which the teacher is to improve. In subsequent evaluation reports, all previous specific deficiencies shall be discussed and included in the written evaluation.
- I. Teachers will be informed that their signature on the evaluation only means that they have seen the evaluation results and shall not be interpreted to mean agreement with the content. If the teacher disagrees with the evaluation, he/she may submit a written answer which shall be attached to the file copy of the evaluation.

Further, in the interest of objectivity and equity and if a teacher requests it, the administration will arrange for subsequent evaluations to be made by the superintendent and one teacher.

- J. In the event a teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing according to the provisions of the Michigan Tenure Act.
- K. By October 1st each year a committee made up of three (3) members of the Association and three (3) administrators shall select and adopt the forms to be used in all evaluations. All teachers shall be given a copy of the evaluation forms within ten (10) school days of adoption.

- L. At the beginning of the year, probationary teachers shall be assigned a tenure coach to aid in orientation to the school system and to aid in professional development. Such assignment shall be made in writing with both the teacher and tenure coach asked to sign.
- M. Standardized tests results of academic progress of students shall not be used in any way as evaluative of the quality of a teacher's service or fitness for retention or as a basis for dismissal.

2.5 Personnel Files and Records

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

2.6 Reductions in Personnel, Seniority and Recall

- A. In the event the Board decides to reduce the number of teachers through layoff of employment because of annexation and consolidation; change in student population; insufficient funds; the Board shall retain as nearly as possible those tenure teachers having the most seniority in the district in positions requiring certification and the best qualifications (permanent teaching certificate, longest service in their assignment in the district, assignment in their major field).

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

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

(See addendum attached to Master Agreement)

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

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

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

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

2.7 Discipline of Teachers

- A. If a teacher is to be disciplined or reprimanded by the Board, or its agents, he/she shall be entitled to have a representative of the Association present.
- B. Any serious complaint made against a teacher by any parent, student, or other person must be made in writing, signed and dated by the complainant and will be called to the attention of the teacher within five (5) school attendance days of its receipt unless the association is notified in writing that the teacher is absent due to illness or extenuating circumstances. Serious complaints against a teacher shall be reduced to writing and signed by complainant. Before any complaint is placed in a teacher's permanent file that teacher is entitled to a hearing before the principal and, if at all possible, the complainant, and may choose to have a representative of the Association present. The principal may also choose to have another representative present. If the complaint is to be placed in the teacher's file following the hearing it must first be initialed by the teacher. Teachers may submit a written notation in the file regarding any complaints.

- C. No teacher shall be reprimanded, disciplined, discharged, reduced in rank or compensation or deprived of any professional advantage without just cause.

2.8 Rights of the Board

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

2.9 Teacher Instructional Aide Relations

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

2.10 Teacher Rights

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation. As a duly elected body exercising governmental power under order of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Public Act 379, or other laws of Michigan or Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or conditions of employment by reason of his/her membership in the Association, his/her participation in any legal activity of the Association or collective professional negotiations with the Board, or his/her institution of any grievance under this agreement.
- B. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such

teacher. The above statement does not, however, grant to teachers the right to violate Board Policy 4930 - Controversial Issues, as it relates to student contact and classroom activities.

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

2.11 Professional Curriculum Study Committee

- A. An active Professional Curriculum Study Committee shall be established. The committee shall be composed of three (3) administrators, two (2) Board members, two (2) members of the community selected by the Board, three (3) members selected by the Association, and the high school counselor. The Board shall designate a chairperson and the Association shall designate one (1) of its appointees as vice chairperson.
- B. The committee may appoint sub-committees and/or additional members as necessary to assist in various areas of competency.
- C. The committee shall meet at least three (3) times a school year.
- D. The Curriculum Committee shall be responsible for study, research revision and for making recommendations to the Board concerning all phases of curriculum planning.
- E. Agenda and minutes of all committee and sub-committee meetings shall be kept. Minutes of the committee shall be distributed to the Board, the Association, and members of the committee.

SECTION 3: TEACHING CONDITIONS

3.1 Student Discipline and Teacher Protection

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

- B. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will notify the principal immediately by use of a disciplinary form sent with the student prior to going to the principal's office. The teacher will furnish as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. The pupil shall not be returned to the class until after consultation by the principal and a written statement from the principal as to the disposition of the matter sent to the teacher.
- C. There shall be established rules and regulations at all grade levels setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed to students, teachers and parents at the commencement of each school year.
- D. Teachers shall not leave a class unattended except in an emergency situation. Any business in the office is expected to be taken care of whenever the teacher is not responsible for students.

3.2 Instructional Materials

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

3.3 School Equipment

- A. The Board shall provide:
 - a. That a teacher will not be required to teach a class unless a room is provided for it.
 - b. Locked storage space to keep instructional materials in for floating teachers.
 - c. Typing, duplicating, stencil and mimeograph facilities and a copying machine for teachers' use to aid in the preparation of instructional material.
 - d. Telephone facilities available to all teachers for private conferences with parents.
 - e. Part time clerical assistance for the guidance counselor.

3.4 Teaching Hours

- A. Teacher's work day shall be:
- | | |
|-------------------|------------------------|
| Elementary School | 8:15 a.m. to 3:20 p.m. |
| High School | 8:20 a.m. to 3:25 p.m. |
- except on Fridays and days before vacations when the teachers may leave at student dismissal time after buses leave the buildings.
- B. Attendance at extra-curricular programs such as parent-teacher conferences and work on the curriculum is expected and accepted as part of a teacher's professional obligation. Therefore, teachers will be required to attend meetings which are appropriate with their teaching assignments.
- C. Attendance at professional staff meetings which are called by the superintendent or principal are mandatory unless excused by administration. Every effort will be made by administration to terminate meetings by 5:00 p.m. Nothing in this section shall prohibit the Board from calling a meeting in the evening. Attendance will not be required at meetings where only one side of a controversial issue is presented.
- D. Except for school-sponsored events, teachers and students must not personally engage in any commercial profit-making activity during the school day as defined by this Master Agreement. At no time will teachers allow reference to the Frankfort-Elberta Area Schools in any commercial advertising.
- E. Teachers agree that to accomplish a professional teaching job, time may be required beyond the school day as specified in this contract, and therefore, agree to extend this day if the situation demands. Such things as a conference with a parent, or retention of a student, may demand extension of the day.
- F. In the case of an emergency, as determined by the administration, a teacher may be excused early without subjecting the Frankfort-Elberta Area School District to an unfair labor practice in respect to discrimination as to length of work day.
- G. Teachers are under contract for a specified school day as set forth in this section, and therefore, shall have the principal's permission to leave the school building during that day; noon hour excepted.
- H. Preparation time is part of the contractual day. Teachers are expected to make this time available for pupil-teacher conferences, administrator-teacher conferences, other conferences, as well as using this time for classroom preparation.

- I. One preparation period per day is guaranteed for regular classroom teachers in grades eight through twelve inclusive. All other full-time classroom teachers are guaranteed a minimum of 225 minutes per week of preparation time between 8:30 a.m. and 3:05 p.m.
- J. All teachers shall have a duty free, uninterrupted 30 minute lunch period except when assigned lunch duty on a rotating schedule. Lunch duty shall be divided equally by each teacher with no more than one (1) teacher per day. The lunch schedule shall allow three (3) minutes of passing time prior to lunch and two (2) minutes for passing to class after the lunch period.
- K. The principals in each building will conduct monthly faculty meetings. Whenever possible these faculty meetings will be held the third Thursday of the month during the regular school year.
- L. Both parties agree that it is the responsibility of the teacher to provide lesson plans to be used in case of teacher's absence for any reason. In order to provide for such, each teacher shall have available at his/her desk each day: (1) a list of students in each class; (2) a general lesson plan for the week; (3) a detailed lesson plan for each class for the following day. Failure to do so will result in teachers being required to pay the substitute for a day if absent. A lesson plan containing the week's work shall be turned into the office by 8:30 a.m. the first school day of each week.

If teacher's absence is for more than one day, the teacher shall provide additional plans for absence unless circumstances prevent it.

In lieu of the above, Art and Music (vocal and instrumental) teachers shall provide a reserve of five (5) days lesson plans, so that a substitute will be able to carry on in those classes.

3.5 Class Size and Teaching Conditions

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

SECTION 4: LEAVES OF ABSENCE

4.1 Professional, Personal and Emergency Leave

- A. Personal Business - Two (2) personal business days will be allowed a year upon the request of the teacher, providing substitutes are available. Teacher's request shall be made as early as possible.
- B. A teacher will be able to use a personal leave 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 by October 1 for Thanksgiving and Christmas vacation, and by January 15 for Easter and Memorial Day vacation.
 - 2. A minimum of two (2) openings for use of personal leave 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 days immediately following a holiday/ vacation period.
 - 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 on any one day.
 - 4. Selection of teachers to fill those openings for personal leave days shall be made by a Committee of the Teachers Association and notification in writing sent to the Superintendent of Schools in the timely manner as outlined in 4.1B.1. The Board of Education shall not be responsible for any inequities in this process.
- C. Unused personal business days shall accumulate to a maximum of three (3) days. These accumulated days will be in addition to the two (2) days allotted each year. The maximum number of personal business days a teacher may use in any one year would be five (5). The accumulation of personal business days will be at the rate of one (1) per year.
- D. Emergency Leave
Three (3) emergency leave days will be allowed each year for the teacher's unavoidable absence. Emergency leave is designed to provide an opportunity for a teacher to have time off for an emergency which in the opinion of the Superintendent of Schools cannot be taken care of except during school hours. Prior approval is necessary by the Superintendent of Schools in most cases, and written documentation may be required at the discretion of the Superintendent of Schools to justify the need for emergency leave.

Examples of Emergency Leave:

- 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.
 - 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. Teacher's absence from class will not be counted for any day unless a substitute has to be paid. In that case, the teacher will reimburse the school for substitute pay or be charged a leave day. In any case the charge or pay will not be more than for one-half (1/2) day.
- G. The Board shall provide seven (7) school attendance days per school year of released time for the handling of Association business as deemed necessary by the Association president. The Association will pay the cost of the substitute. No one Association representative will be granted more than three (3) school attendance days during the school year.
- H. The Board and Association recognize that from time to time special circumstances arise whereas a teacher may need less than one-half (1/2) of a day released time.

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

4.2 Unpaid Leaves

- A. A tenure teacher may be granted a one 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 whose personal illness or disability extends beyond the periods compensated in sections 4.1 and 4.2 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. Upon return from such leave a teacher shall be assigned to the same position, or if it does not exist, to a substantially equivalent position. The teacher shall present a written statement from a physician certifying that the teacher is able to resume the full duties of the position.

4.3 Illness and Disability

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

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

B. Sick leave shall be granted to a teacher in the following circumstances with administrative approval:

1. Personal illness or disability
2. When the mental or emotional condition of the teacher might be detrimental to the welfare of the students or the teacher.
3. Illness in the immediate family. Immediate family is defined as children, spouse or parents living at home with the teacher, or anyone who is covered by the employee insurance plan. A teacher using sick leave for family illness may use four (4) sick leave days. Should a fifth day be necessary 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 nine (9) sick leave days per contract year. 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 teacher must notify the appropriate principal between 6:30 a.m., and 6:45 a.m., each day that the teacher will not report to work if prior notification to the appropriate principal is not made.

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

C. Use of sick leave for medical appointments shall be limited to one half (1/2) day per visit, unless extended by the superintendent for extenuating circumstances.

- D. Teachers must notify administration between 6:30 and 6:45 a.m. on the day they are ill. Advance notice shall be given when possible. Failure to properly notify administration will result in loss of pay for that day, unless in the opinion of administration extenuating circumstances existed.
- E. Teachers who have been ill must call the appropriate principal from 6:30 to 6:45 a.m. of the day of return or forfeit one half (1/2) day's pay.
- F. Teacher's absence from class will not be counted for any day except when students are in attendance unless a substitute has to be paid. In that case, the teacher will reimburse the school for substitute pay or be charged a leave day. In any case the charge or pay will not be more than for one-half (1/2) day.
- G. In the event that evidence indicated that a teacher is abusing the sick leave allowance, sick leave payment may be disallowed at the discretion of the superintendent and Board of Education. However, the teacher will be presented with the evidence in writing and shall be entitled to a hearing before the Board of Education and Superintendent.
- H. 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.
- I. A physical examination at school district expense may be required at any time.
- J. 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.
- K. Sick Leave Bank
The Frankfort-Elberta Area Teachers who wish to initially join a sick leave bank may do so only before the last Friday of September of that year by authorizing in writing that one day be taken from their sick leave for the year and credited to the bank. Membership will be continuing as long as the teacher remains employed with the school district. The Board of Education will match the total original days put in the bank each year. Each member will authorize one day each year, until a maximum shall be attained. The maximum shall be one hundred fifty (150) days plus the membership minus one. Any time that the days in the sick leave bank shall drop to less than twice the membership, each member shall be required to authorize another day deposited in the bank. The maximum number of days that any member shall be required to give in any one year shall be three (3).

Any teacher who is a member can draw on the Bank only after his/her accumulated sick leave, emergency and personal business days have been depleted. Tenure teachers may automatically draw up to ten (10) days over the life of their employment with the Frankfort-Elberta Area Schools provided written application is made to the Superintendent of Schools. Upon application, additional days up to thirty (30) may be awarded by the Sick Bank Board. Probationary teachers may join the sick leave bank after one year in the district. Up to ten (10) days may be awarded by the Sick Leave Bank Board upon application.

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

4.4 Unpaid Infant Child Care Leave

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

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

The Board of Education will pay the health and hospitalization care benefits during the first four (4) weeks of the unpaid leave for infant child care, after which, if the teacher desires to maintain their health and hospitalization care benefits during the remaining period of the unpaid infant child care leave, they may do so by arranging to pay in advance the premium costs monthly to the school district. Upon the teacher's return from unpaid infant child care leave, such teacher shall be placed on the salary schedule in accordance with Section 4.2D. The reinstatement shall be to the position for which the teacher is certified and qualified. Where possible the teacher will return to the same teaching position as that held before the unpaid leave for infant child care, or if that position does not exist, to a substantially equivalent position.

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

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

SECTION 5: COMPENSATION AND BENEFITS

5.1 Insurance Protection

- A. The Board agrees to purchase MESSA Health Care Protection (as outlined in Paragraph B below) for each teacher. Payments will provide for coverage beginning September 1, 1990, and ending August 31, 1993. Payment will be made in such a way as to assure uninterrupted participation and coverage for full twelve (12) month periods.

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

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

Plan A - Those needing health insurance

Health	Super Care I with MESSA-Care Rider
Long Term Disability	60% Plan I 90 calendar days modified \$2,500 maximum Social Security Freeze Alcohol/drug and mental/ nervous - 2 years
Delta Dental Plan	100x: 80/80/80: \$1,300 with sealants
Negotiated Life	\$20,000 with AD&D
Vision	VSP - 2

Plan B - Those not needing health insurance

Delta Dental Plan	100x: 80/80/80: \$1,300 with sealants
Vision	VSP - 2
Negotiated Life	\$20,000 with AD&D
Long Term Disability	60% Same as above

- C. Employees not electing health insurance coverage under Plan A, shall apply for coverage under Plan B. In the case of husband and wife both teaching in the district, one will take Plan A and one will take Plan B. In addition, employees electing Plan B will receive the MESSA Super Care I single

member amount to be applied towards the MESSA non-taxable fixed options and/or MEALS as determined by the Association and the remainder toward the MESSA non-taxable variable options, and/or MEA Financial Services tax-deferred annuity plan. Any amount exceeding the employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the group.

- D. The Board will reimburse to each teacher the maximum amount of the Super Care I deductible for which that teacher is eligible within twenty (20) working days of having submitted a copy of the MESSA Benefits Worksheet to the superintendent's office as proof of having reached that maximum amount.

Any teacher during the course of each calendar year who has not reached the maximum allowable deductible will submit a copy of the MESSA Benefit Worksheet as proof of the amount of the deductible that he/she has used as of December 31 no later than March 1 and will be reimbursed for that amount within twenty (20) working days of having submitted that proof.

The prescription co-pay amount is the responsibility of the bargaining unit members.

5.2 Salary Schedule

- A. The basic annual salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule will remain in effect during the term of this Agreement.
- B. The school district shall accept up to a total of five (5) years inclusive for teaching experience in other school systems and/or armed forces service for placement on the salary schedule.
- C. Teachers who leave employment in the Frankfort-Elberta Area Schools for any reason, excepting discharge, if rehired may be placed by the Board on their previously earned position on the salary schedule providing the teacher returns in two years. Accumulated sick leave earned at the time of departure will be credited to the teacher when he/she returns. There will be no increase of sick leave during the time of leave.

D. Payment shall be made on the BA plus twenty (20) hours and MA plus fifteen (15) hours according to the following:

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

E. Salary Schedule A 1990-91 (5 1/2 % incr.)

Step	BA	BA+20	MA	MA+15
0	20,455	22,177	23,040	23,471
1	21,618	23,346	24,211	24,643
2	22,895	24,640	25,510	25,934
3	24,078	25,830	26,706	27,143
4	25,391	27,157	28,041	28,483
5	26,597	28,367	29,256	29,698
6	27,946	29,734	30,626	31,074
7	29,312	31,115	32,017	32,470
8	30,699	32,517	33,431	33,883
9	32,168	34,005	34,926	35,386
10	34,161	36,018	36,947	37,412

E. Salary Schedule A 1991-92 (6 % incr.)

Step	BA	BA+20	MA	MA+15
0	21,682	23,508	24,422	24,879
1	22,915	24,747	25,664	26,122
2	24,269	26,118	27,041	27,490
3	25,523	27,380	28,308	28,772
4	26,914	28,786	29,723	30,192
5	28,193	30,069	31,011	31,480
6	29,623	31,518	32,464	32,938
7	31,071	32,982	33,938	34,418
8	32,541	34,468	35,437	35,916
9	34,098	36,045	37,022	37,509
10	36,211	38,179	39,164	39,657

E. Salary Schedule A 1992-93 (6 % incr.)

Step	BA	BA+20	MA	MA+15
0	22,983	24,918	25,887	26,372
1	24,290	26,232	27,204	27,689
2	25,725	27,685	28,663	29,139
3	27,054	29,023	30,006	30,498
4	28,529	30,513	31,506	32,004
5	29,885	31,873	32,872	33,369
6	31,400	33,409	34,412	34,914
7	32,935	34,961	35,974	36,483
8	34,493	36,536	37,563	38,071
9	36,144	38,208	39,243	39,760
10	38,384	40,470	41,514	42,036

LONGEVITY

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

<u>1990-91</u>	<u>1991-92 and 1992-93</u>
2% on steps 11, 12, 13 and 14	2% on steps 11,12,13 and 14
2 3/4% on steps 15 and 16	3% on steps 15 and 16
3 1/2% on steps 17 and up	4% on steps 17 and up

5.3 Compensation

- A. Payment of salary shall be made in twenty-six (26) payments, one (1) every two (2) weeks except when a teacher files in the payroll office by 4:00 p.m. on the first work day of school, authorization for payment of salary to be made in twenty (20) payments, one (1) every two (2) weeks. Once authorization is made, it shall remain in effect unless changed by teacher in writing.
- B. A teacher receiving twenty six (26) payments shall be able to receive the balance of his/her salary upon completion of his/her contract by requesting such thirty (30) days prior to the end of the school year. Once authorized, payments may not be changed except as outlined above.
- C. In the event that the administration makes a permanent teaching assignment during guaranteed preparation time which requires subject matter preparation a payment of 10% of the teachers step on the salary schedule shall be made in addition to the salary already paid for that preparation time. Study hall assignments shall be paid at the rate of 5% of the teachers 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 consent of the teacher, which is substitute in nature, such as study hall or taking over a class on a temporary basis where regular teacher plans are used, a payment of \$10.00 per hour shall be made in addition to the salary already paid for that preparation time. Whenever possible, advance notice shall be given.
- E. Pay for seasonal activities (athletic coaching, cheerleading, all school play, driver's training, recreational skiing, and High School Band Flag Corps), shall be paid at the end of the season or at the end of the job responsibility. All other

Schedule B payments will be made as part of the teacher's normal regular pay throughout the school year. Extra pay slips shall be made out by the teacher in triplicate at the time of completion of the activity and signed by the principal and the teacher. One copy will be sent to the payroll office, one copy to the building principal, and one copy remains with the teacher.

- F. It shall be the responsibility of the administration to obtain and pay substitutes except as otherwise noted in this agreement. Nothing shall prevent a teacher from voluntarily covering another teacher's class without pay but with approval of the administration.
- G. The Board and the Association support the principle that professional teachers should keep up to date in their field of education. Beginning July 1, 1971, all teachers must take, every five (5) years, a minimum of two (2) semester hours of college credit or travel related to THE subject area taught. Credit for related travel may be allowed if the following criteria is met:
1. It is conditionally approved by the Superintendent in advance with final approval given after completion of travel and THE unit of study is accepted.
 2. The teacher provides a unit of study which proves the value of such travel to their classroom teaching.
 3. The travel is of sufficient length to substitute for either one (1) or two (2) semester hours of college credit.

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

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

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

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

- H. Compensation to bargaining unit members for summer school positions shall be determined by computing the teacher's hourly rate. Compensation for any other teaching position outside the normal school hours will be negotiated between the Board and Association prior to the filling of the position.

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 in the Frankfort-Elberta Area Schools and paid in accordance to Article 5.3.E.

1990-91

First and Second year in Assignment: A percentage according to schedule of beginning BA base (Step 0).

Third and Fourth Year in Assignment: A percentage according to schedule of first step BA base (Step 1).

Fifth Year in Assignment: A percentage according to schedule of second step of BA base (Step 2).

Sixth Year and Seventh Year in Assignment: A percentage according to schedule of third step of BA base (Step 3).

Eighth Year in Assignment: A percentage according to schedule of fourth step BA base (Step 4).

Ninth and Tenth year in Assignment: A percentage according to schedule of fifth step of BA base (Step 5).

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

1991-1992 and 1992-1993

First and Second year in Assignment: A percentage according to schedule of beginning BA base (Step 0).

Third and Fourth Year in Assignment: A percentage according to schedule of first step BA base (Step 1).

Fifth Year in Assignment: A percentage according to schedule of second step of BA base (Step 2).

Sixth Year and Seventh Year in Assignment: A percentage according to schedule of third step of BA base (Step 3).

Eighth Year in Assignment: A percentage according to schedule of fourth step BA base (Step 4).

Ninth and Tenth year in Assignment: A percentage according to schedule of fifth step of BA base (Step 5).

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

Twelfth and More Years in an Assignment: A percentage according to the schedule of the seventh step of the BA base (Step 7).

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

SCHEDULE B

	1990-91 %'s	1991-92 %'s	1992-93 %'s
ATHLETIC DIRECTOR - - - - -	6.5	6.5	6.5
FOOTBALL:			
Varsity Coach - - - - -	10.0	10.0	11.0
Varsity Assistant Coach - - -	6.0	6.0	7.0
Junior Varsity Coach - - - -	6.0	6.0	6.0
Assistant Junior Varsity Coach	4.0	4.0	4.0
Junior High Coach - - - - -	3.0	3.0	4.0
Junior High Assistant Coach -	1.5	1.5	1.5
BASKETBALL:			
Varsity Coach - - - - -	10.0	10.0	11.0
Junior Varsity Coach - - - - -	6.0	6.0	6.0
Freshman Coach - - - - -	4.0	4.0	4.0
7th-8th Grade Coach - HEAD - -	6.0	6.0	6.0
- ASSISTANT	2.0	2.0	2.0
TRACK:			
Varsity Coach Boys - - - - -	6.0	6.0	7.0
Varsity Coach Girls - - - - -	6.0	6.0	7.0
Junior High Coach - - - - -	3.0	3.0	4.0
BASEBALL VARSITY COACH - - - -	7.0 5.0 11/28/90	7.0 5.0 11/28/90	7.0
Junior Varsity Coach - - - -	3.0 2.5 12/3/90	3.0 2.5 12/3/90	3.5 3.0 12/3/90
WRESTLING VARSITY COACH - - - -	6.0	6.0	7.0
Assistant Coach - - - - -	2.5	2.5	2.5
ATHLETIC MANAGER and INTERNAL ACCOUNTING - -			
	5.0	5.0	5.0
CHEERLEADER SPONSOR			
Junior High - - - - -	2.0	2.0	2.0
Senior High (per sport) - - -	2.5	2.5	3.0
GOLF - - - - -	3.0	3.0	4.0
SKIING - - - - -	3.0	3.0	4.0
Assistant Ski Coach - - - - -	1.5	1.5	2.0
TENNIS - - - - -	3.0	3.0	4.0
SOFTBALL COACH - - - - -	7.0	7.0	7.0
Assistant Softball Coach - - -	3.0	3.0	3.5
VOLLEYBALL VARSITY COACH - - - -	7.0	7.0	8.0
Junior Varsity Volleyball Coach	4.0	4.0	5.0
RECREATIONAL SKIING			
Elementary - - - - -	1.0	1.0	1.0
High School - - - - -	1.0	1.0	1.0
Elementary and High School:	Based on 1%, then divided by number of trips proposed times trips taken, and then paid accordingly.		
HIGH SCHOOL FLAG CORPS (Band) - - -	2.0	2.0	2.0
JUNIOR-SENIOR ADVISOR - - - - -	2.0	2.0	2.0
8th-10th GRADE ADVISORS - - - - -	1.0	1.0	1.0
STUDENT COUNCIL ADVISOR - - - - -	3.0	3.0	3.0

ANNUAL ADVISOR - - - - -	4.0	4.0	4.0
NATIONAL HONOR SOCIETY - - - - -	1.5	1.5	1.5
BAND DIRECTOR - - - - -	10.0	10.0	10.0
ALL SCHOOL PLAY - - - - -	3.0	3.0	3.0
DRAMA CLUB - - - - -	1.5	1.5	1.5
VARSITY CLUB - - - - -	1.0	1.0	1.0
CAMERA CLUB - - - - -	1.5	1.5	1.5
CHEMISTRY CLUB - - - - -	1.5	1.5	1.5
JUNIOR HIGH MATH COACH - - - - -	2.0	2.0	2.0
CAMP WOLVERINE COORDINATOR - - - - -	2.0	2.0	2.0
ODYSSEY OF THE MIND COACH (Per Team)	1.0	1.0	1.0
DRIVER TRAINING - - - - -	\$10/hr.	\$10/hr.	\$10/hr.

Assistant coaches will only be hired when conditions warrant an assistant coach and with agreement and approval of the athletic director, principal and with prior approval of the school superintendent.

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

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

5.5 Terminal Leave Pay

- A. In recognition of service to the school district, when a teacher retires from the school system after reaching minimum retirement age as defined by the Michigan Public School Employees' Retirement Board, a terminal leave payment will be allowed in the amount of 25% of accumulated sick leave at the time of retirement, to a maximum of \$1,800.00.
- B. Retirement shall mean permanent discontinuance of teaching and shall not apply if the teacher is moving to accept another teaching position in another school district.
- C. The retiring teacher shall have been employed by the Frankfort- Elberta Area School District for at least ten (10) years.

5.6 School Improvement Plan

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

The following conditions shall govern teacher participation on SIP Committees:

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

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

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

5.7 Calendar

- A. The calendars for school years 1990-91 and 1991-92 are included in this Master Agreement.
- B. The Board and Association agree to negotiate the 1992-93 school calendar during the 1990-91 contract year.

5.7 Calendar

A.

SCHOOL CALENDAR FRANKFORT-ELBERTA AREA SCHOOLS 1990 - 1991

Labor Day	Monday, September 3 (No School)
Teachers' Pre-school Orientation (9 a.m.)	Tuesday, September 4 (3:30 p.m. dismissal)
School Open for Students (12:30 p.m.)	Tuesday, September 4 (3:30 p.m. dismissal)
Parent-Teacher Conferences	November 7 & 8 (No School, p.m.)
Thanksgiving Vacation	November 22 & 23
Christmas Vacation	December 22 - January 1 (Inclusive)
School Resumes	January 2
Semester Ends	January 18 (No School, p.m.)
Winter Break	January 28 (No School)
Winter Break	February 25 (No School)
Spring Vacation	March 29 - April 7 (Inclusive)
School Resumes	April 8
Memorial Day	May 27 (No School)
Commencement	June 7
Last Day of School*	June 7 (No School p.m.)*

* This date may be subject to change due to snow days, ice, fog, epidemics, etc., make-up concerns, as determined by the Board of Education, but will not be extended beyond June 14, 1991.

This calendar accounts for one (1) Teacher In-Service Day, scheduled by Committee and announced during the year for one (1) day no student attendance.

Six Weeks Marking Periods

October 12	6 weeks
November 30	7 weeks
January 18	6 weeks (End of 1st Semester)
March 1	6 weeks
April 19	6 weeks
June 7	7 weeks

5.7 Calendar

B.

SCHOOL CALENDAR

FRANKFORT-ELBERTA AREA SCHOOLS

1991-92

Labor Day	Mon., September 2 (No School)
Teachers' Pre-school Orientation (9:00 a.m.)	Tues., September 3 (3:30 p.m. dismissal)
School Open for Students (12:30 p.m.)	Tues., September 3 (3:30 p.m. dismissal)
Parent-Teacher Conferences	November 6 & 7 (No School, p.m.)
Thanksgiving Vacation	November 28 & 29
Christmas Vacation	December 21 - January 1 (Inclusive)
School Resumes	January 2
Semester Ends	January 17 (No School, p.m.)
Winter Break	January 27 (No School)
Winter Break	February 24 (No School)
Spring Vacation	March 28 - April 5 (Inclusive)
School Resumes	April 6
Easter Break	April 17 (No School p.m.)
Memorial Day	May 25 (No School)
Commencement	June 5
Last Day of School *	June 5 (No School, p.m.) *

*This date may be subject to change due to snow days, ice, fog, epidemics, etc., make-up concerns, as determined by the Board of Education, but will not be extended beyond June 12, 1992.

This calendar accounts for one (1) Teacher In-Service Day, Scheduled by Committee and announced during the year for one (1) day no student attendance.

Six Weeks Marking Periods

October 11	6 weeks
November 27	7 weeks
January 17	6 weeks (End of 1st Semester)
February 28	6 weeks
April 16	6 weeks
June 5	7 weeks

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

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
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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

FRANKFORT AREA SCHOOLS

TEACHER'S PROBATIONARY CONTRACT

THIS CONTRACT made the _____ day of _____, 19____ between Board of Education, Frankfort Area Schools of Benzie County, State of Michigan, hereinafter called the School District, and _____ hereinafter called the Probationary Teacher. WITNESSETH:

Said Probationary Teacher being certificated to teach in the Public Schools in said County and State hereby contracts with said School District for the school year of _____ commencing on the day of _____ 19____, and said School District hereby contracts to hire said Probationary Teacher to teach as herein set forth, in consideration for which said School District will pay to said Probationary Teacher the sum of _____ Dollars (\$ _____).

Payment of salary shall be every other week. (26 pays.)

The teacher shall be subject to the benefits, conditions, and limitations found in the Master Contract.

The Probationary Teacher is subject to assignment and transfer at the discretion of the Superintendent of Schools or the Board of Education.

The Services of said Teacher shall consist of teaching in the Public Schools of the school district administered by said Board and shall not be required to perform any other services not connected with the Public Schools.

I am well aware that the teachers' master contract contains an "agency shop" clause.

IN WITNESS WHEREOF the parties hereto have respectively set their hands and seals the day and year above written.

SUMMARY OF SALARY

Base Salary	\$ _____	
Experience Credit	\$ _____	
Extra Duties (Not Under Tenure)	_____	

TOTAL SALARY		\$ _____
Fringe Benefits - Retirement	\$ _____	
- Health Insurance	\$ _____	
- Dental Insurance	\$ _____	
TOTAL FRINGE BENEFITS		\$ _____
GRAND TOTAL		\$ _____

Superintendent

By Authority of the Board of Education

Signature of Teacher

Void if not signed and returned by

FRANKFORT AREA SCHOOLS

TEACHER'S CONTINUING CONTRACT

THIS CONTINUING CONTRACT made the _____ day of _____, 19____ between the Board of Education, Frankfort Area Schools District, of Benzie County, State of Michigan (hereinafter called the Board) and _____ (hereinafter called the Teacher). WITNESSETH: That said Teacher being certificated to teach in the Public Schools in said County and State and having met the requirements of the Michigan Teachers Tenure Act being Act IV of the Public Acts of the State of Michigan (extra session) for the year 1937 as defined in said Act for continuing tenure, hereby contracts with said Board for the school year of _____ days commencing the _____ day of _____, 19____ and said Board hereby contracts to hire said Teacher in the Frankfort Area Schools, such appointment to continue in full force and effect as provided in the policies and the rules and regulations of said Board and until the said Teacher resigns, elects to retire, or is dismissed in accordance with the provisions of the Michigan Teachers Tenure Act.

For and in consideration of such service for the school year as herein set forth the said Board will pay to said Teacher the sum of _____ Dollars (\$ _____).

Payment of salary shall be every other week. (26 Payments)

The teacher shall be subject to the benefits, conditions and limitations found in the teachers master contract.

I am well aware that the teachers master contract contains an "agency shop clause".

Said Teacher shall be subject to assignment and transfer at the discretion of the Superintendent of Schools, or the said Board. The services of said Teacher shall consist of teaching in the Public Schools of the school district administered by said Board and shall not be required to perform any other services not connected with the Public Schools.

IN WITNESS WHEREOF the parties hereto have respectively set their hands and seals the day and year above written.

SUMMARY OF SALARY

Base Salary	\$	
Experience Credit	\$	
Extra Duties (Not Under Tenure)		
TOTAL SALARY		\$
Fringe Benefits - Retirement	\$	
- Health Insurance	\$	
- Dental Insurance	\$	
TOTAL FRINGE BENEFITS		\$
GRAND TOTAL		\$

 Superintendent
 By Authority of the Board of Education

 Signature of Teacher

Void if not signed and returned by

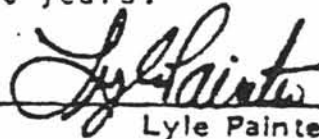
ADDENDUM TO MASTER CONTRACT

Section 2.6

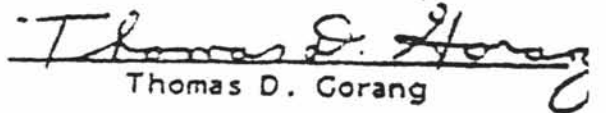
A. Reduction in Personnel, Seniority and Recall

Under this section three employees, LaVern Chilcote, Walter VanderMeulen, and Robert McCall were grandfathered to have the same rights as any teacher in the Frankfort Area Schools. Their seniority will also include their administrative years.

Signed



Lyle Painter



Thomas D. Gorang