MASTER AGREEMENT

BETWEEN

ALCONA COMMUNITY
SCHOOL DISTRICT

AND

ALCONA EDUCATION ASSOCIATION
MEA/NEA

2025-2028

ALCONA
EDUCATION
ASSOCIATION

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ARTICLE 1
RECOGNITION

A. The Board hereby recognizes the Alcona Education Association as the exclusive bargaining representative as defined in section 11 of the Michigan Public Employment Relations Act, (PERA), as amended, for all certified teaching personnel and non-certified teachers employed by the Board under contract or on leave as hereinafter defined. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. If the parties cannot agree whether a position is supervisory, the issue will be resolved by the Michigan Employment Relations Commission. Such representation shall exclude: substitute teachers; superintendent; assistant superintendents; principals; assistant principals; Athletic Director (unless such duties are performed on a part-time basis by a bargaining unit employee); directors of Title I programs, and adult, basic or community education programs (unless such duties are performed on a part-time basis by a bargaining unit employee); business managers; or any other positions which are supervisory within the meaning of the Michigan Public Employment Relations Act.

B. The term "Teacher" when used in this Agreement shall refer to all employees represented by the Association in the bargaining unit, as such representation is defined above. The term "Board" shall include its officers and agents.

C. The Board will not negotiate with any teachers' organization other than that designated as the exclusive bargaining representative pursuant to the Michigan Public Employment Relations, as amended, for the duration of this Agreement.

ARTICLE 2
DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2025 and shall continue in effect through June 30, 2028. Beginning not later than April 1 of the calendar year in which this Agreement expires, the Association and Board will negotiate over a successor Agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning teachers' wages, hours, and other terms and conditions of their employment. Any agreement so negotiated and ratified shall be reduced to writing and signed by representatives of the Board and the Association. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached before the expiration date, this Agreement shall expire at such expiration date unless extended for a specific period or periods by mutual agreement of the parties.

B. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed, and presented to all teachers now employed or hereafter employed by the Board. All school district personnel policies, and any changes in said policies, shall be distributed to the Association President within 10 days following formal adoption of such change by the Board.

C. This Agreement shall be binding on both present and future Boards. If this District is combined with one or more other districts, in the negotiations before such merger the Board will use its best efforts to assure the continued employment of its teachers in such consolidated district.

ARTICLE 3
BOARD RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation except as herein specified, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

B. The management of the District and the direction of the working forces are vested exclusively in the Board. All rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or as to the consequence of such action during the term of this Agreement.

ARTICLE 4
TEACHER AND ASSOCIATION RIGHTS

A. The Board agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly elected body exercising governmental powers under the Michigan law, the Board will not directly or indirectly discourage or deprive or coerce any teacher in the employment of any rights conferred by the Michigan Public Employment Relations Act; will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any activities of the Association or collective negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement, or otherwise as to any terms or conditions of employment.

B. Nothing contained in this Agreement shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided the Association has been given opportunity to have a representative present at such adjustment.

C. 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 as to the professional employment of such teachers. This shall not be construed to sanction a teacher's unauthorized absence for religious or political activities. Actions of any teacher that are private and personal are not within the appropriate concern or attention of the Board.

D. The provisions of this Agreement shall be applied without regard to race, religion, color, national origin, age, sex, (including sexual orientation and transgender identity), disability, height, weight, military status, ancestry, or marital or family status, genetic information or any other legally protected category

E. The Association and its members shall have the right to use school building facilities free of charge at all reasonable hours for meetings, provided such use does not interfere with educational functions for students or

with other activities as permitted by the Board. General membership activities will require a building use form submitted to the District Office.

F. Duly elected representatives of the Association and its respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this activity does not interfere with or interrupt normal school operations. Association representatives not affiliated with the Alcona Community Schools will not be allowed to conduct Association business when school is in session unless such representative has first reported to the school office.

G. The Association shall have the right to use school facilities and equipment, including duplicating equipment, calculating machines, audio-visual equipment, and district technology, including computers, at reasonable times, when such equipment is not otherwise in use.

H. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the District mail and email service and teacher mailboxes for communications to teachers.

I. The Board will provide to the Association in response to reasonable requests, available information concerning the District's financial resources, including tentative budgetary requirements and allocations (with the understanding that such are tentative and therefore subject to change.)

J. The Association shall be given the opportunity to advise the Board on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, or any proposals for additional operating or building millage, which are proposed or under consideration, before their adoption and/or general publication.

K. Beginning September 1, 2024, and every 90 days thereafter, designated Association representatives will be given a complete listing of all bargaining unit staff that includes the following:

1. First, middle, and last name.
2. Start date of employment in current bargaining unit.
3. FTE, step, lane placement with annual salary (Base contractual wage or Schedule A only).
4. Building(s) and room number(s) assigned.
5. Employee identification number (if applicable).
6. State Personal Identification Code (PIC) if applicable.
7. Name of position.
8. Work email address and personal email address.
9. Home mailing address.
10. Home and cell phone number.

a. The above-listed information shall be provided via email in a Google document.

b. Designated Association representatives shall be given, via e-mail and attached digital document, the same information detailed in Section J. above within five (5) business days of any new hires of bargaining unit members that occur throughout the year.

c. Termination of employment, by any bargaining unit member shall be reported to the designated Association representatives, including the termination date, via e-mail no later than five (5) business days after the member's last day of employment.

d. Notification of any bargaining unit member placed on layoff or leave of absence (paid or unpaid) lasting more than three (3) days shall be reported to the designated Association representatives via e-mail no later than five (5) business days after the first day of leave. Notification of any bargaining unit member returning from a layoff or leave of absence (paid or unpaid) shall be reported to the designated Association representatives via e-mail no later than five (5) business days after the first day of return.

L. The Association shall be given the opportunity to advise the Board on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, or any proposals for additional operating or building millage, which are proposed or under consideration, before their adoption and/or general publication.

M. The parties recognize that teachers can make a significant contribution to the improvement of the District's educational programs through participation in the process of school improvement and site-based decision making. It is recognized that such participation promotes professional improvement and should be considered part of the professional responsibilities of each teacher. The parties express their mutual desire that teachers will participate in such activities consistent with the professional objectives specified.

1. Participation of teachers in school improvement outside the contracted day is voluntary.
2. School improvement plans, goals, etc. that are to be implemented will be communicated to all teachers as soon as practicable.
3. If any provision of a school improvement plan, or application thereof, violates, contradicts or is inconsistent with this Agreement, the Agreement shall prevail.
4. School improvement committee decisions that require a deviation from the Agreement will be permitted only after a properly executed Letter of Agreement between the Association and Board.

N. The parties agree that mutual respect between and among administrators, teachers, co-workers, supervisors, and support staff is integral to the efficient conduct of the District's business. Treating others politely and courteously is the expectation of all staff in their interactions with each other. Should staff members find themselves in conflicting situations, they should seek the counsel of an administrator, supervisor, Association representative, or other impartial third party to preserve the professional integrity of the District's workplace. If such counsel should not be effective in resolving the disagreement, the individuals will be encouraged to seek assistance through Community Mediation Services. The cost of these services will be shared equally by the individuals involved.

ARTICLE 5
PAYROLL DEDUCTIONS AND VOLUNTARY DUES

A. Upon appropriate written authorization from a teacher within the window of August 15th to September 15th or within 30 days of hire date, the District shall deduct from the salary of any such teacher and make appropriate remittance into banks and credit unions. Deductions shall also be made for mutually agreed upon between union and district MEA Financial Services programs, MESSA programs not fully employer paid, annuities, tax-deferred plans and other payments.

B. Payroll deduction of dues shall become effective on September 1 of the year the Association notifies the District of its intent to implement payroll deduction of Association dues.

C. A member of the Association or a teacher who has applied for membership may sign and deliver to the District a signed form authorizing the payroll deduction of dues within 30 days of their hire date or the timeframe outlined in Letter A of this article. Said authorization if received in a hard copy signed form or an electronically signed form provided by the Association shall be accepted and processed by the District.

D. The District shall process payroll deduction forms received from members within the next ensuing pay period. Such authorizations shall continue in effect from year-to-year unless revoked in writing by the teacher to the District.

E. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the regular salary check of the teacher each month for ten (10) months, beginning in the first paycheck in September and ending in June of each year.

F. If the payroll deduction amounts change within the course of any school year, the Association shall provide to the District a payroll change form for any affected member to apply within the next ensuing pay period of receipt to any remaining pays per the deduction schedule defined above.

G. Upon receipt of authorized payroll deductions for Association dues,-the District shall transmit these payments to the Michigan Education Association via provided ACH within 10 business days of the last payroll of the month.

H. Accompanying the distribution of payments will be a report indicating the specific categorical (dues) amounts attributable to each teacher with the teacher's name, employee ID number (if applicable), payroll ID number (if different than employee ID). This Association-specific report shall be provided via email to the Association within the 10-day requirement as a digital document.

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

1. The District gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires and

2. The District 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 and
3. The Association shall have complete authority to compromise and settle all claims which it defends under this Section.

J. The Association agrees that in any action so defended, it will indemnify and hold harmless the District from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the District's compliance with this Article 5, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

K. This provision K. becomes effective immediately upon, and applies to the extent permitted by, either of the following:

1. A decision or ruling by the United States Supreme Court that reverses or limits, in whole or in part, Janus v AFSCME, ___US___; 138 S Ct 2448 (2018).
2. The ratification of an amendment to the United States Constitution that restores the ability to require, as a condition of employment, a public employee who is not a member of a bargaining representative to pay, under any circumstances, fees, including agency fees, to the bargaining representative.

When this provision K. is effective, as a condition of continued employment, bargaining unit employees shall pay the bargaining representative membership dues or service fees. This provision would supersede the first sentence in Section C, above.

Any and all other conditions of employment related to the enabling of the provision in Article 5 shall be negotiated by the parties upon the effective date of either K.1 or K.2 above.

ARTICLE 6
PROFESSIONAL COMPENSATION

A. The salaries of certified teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. This salary schedule shall remain in effect for the term indicated on such Schedule A. Non-certified teachers without a bachelor's degree will be paid at eighty-five (85) percent of the BA base salary (Step 0). Once certification has been reached the teacher will move to Step 0 of the salary schedule of their respective education level, if this change occurs during the school year the teachers pay will be prorated upon the start of a new semester. Any non-certified teacher with a bachelor's degree will start out at the BA base salary (Step 0). Any non-certified teacher with a bachelor's degree upon certification will enter the salary schedule at the next highest step closest to their current compensation.

B. The salary schedule is based on the regular school calendar set forth in Schedule B and the Appendix which is attached to and incorporated in this Agreement, and on the normal teaching assignment as defined in this Agreement. For teaching assignments in excess of the regular school calendar, teachers will be compensated at their regular daily rate of pay as defined in this Agreement, except for days rescheduled to meet

the minimum number of days/hours in session required by state law, if any, as outlined elsewhere in this Agreement. For overload teaching assignments in excess of the normal teaching load during the school day, zero hour or extended year contracts, teachers will be compensated at their current hourly rate of pay based on a seven and half (7.5) hour day for each additional class taught. If an excess teaching assignment is for less than the normal school year under Schedule B, the compensation for the excess assignment shall be prorated. The acceptance of an additional teaching assignment by a full-time teacher within this section will not accrue additional contractual preparation compensation.

C. Any teacher providing additional classroom instruction outside the regular school day including, but not limited to, coverage of a class during the teacher's plan time, summer school instruction, before and after school tutoring as part of a non-regularly scheduled class, or detention coverage, as defined in this Agreement, shall be compensated at the rate of thirty dollars ($35) per hour. If a certified special education or Title I teacher is assigned to substitute in a classroom, they will receive a $5 increase over the amount stated above. In instances where classes have a co-teacher assigned and one of the co-teachers is absent and the position is not filled the remaining teacher shall be compensated at the rate of seventeen dollars and fifty cents ($17.50) per hour.

D. Teachers involved in voluntary extra-curricular duty assignments as set forth in Schedule C of this Agreement shall be compensated in accordance with the provisions of that Schedule which is attached to and incorporated in this Agreement.

E. Those teachers who, in the daily discharge of their teaching duties are required to drive personal automobiles from one school building to another, shall receive a mileage reimbursement at the current IRS rate. The Board will continue its practice of providing transportation or an acceptable substitute to those teachers whose satisfactory performance of their duties, curricular or extracurricular, require travel outside the district with approval of the building principal.

F. The salary of an employee shall begin at the time he/she reports for duty or date of contract. The salary shall be paid bi-weekly on such calendar dates as established by the Board. The Board will spread contractual salaries in such a manner that full payment of earned salary will be completed by June 30, or by August 31 at the option of the individual teacher. The period of salary payment spread shall be elected by each teacher before the close of the first pay period of the school year.

G. In recognition of service to the District, a terminal leave payment for unused sick days shall be paid to the teacher, having at least ten (10) years of service within the District. Payments shall be made as a non-elective employer contribution and be paid directly by the District into an account through a district approved vendor from the Michigan Investment Retirement Consortium (MIRC) in the first regular pay date of the subsequent July or subsequent January. If the date of payment is not specified by the teacher, payment will be made the first subsequent date from among the two alternative dates outlined above. Such payment shall be computed by multiplying one-fourth (1/4) the number of unused sick days not to exceed a maximum accumulation of 180 days by the teacher's daily rate of pay for all hires before 2002. Staff hired after 2002 will receive (⅕) the number of unused sick days not to exceed a maximum accumulation of 180 days by the teacher's daily rate. A 60 day advance notice must be provided to the district to qualify for this provision unless an emergency circumstance arises as approved by the Superintendent.

H. In the case of a teacher's (teacher having ten (10) years of service within the District) death, one-fourth (1/4) of the teacher's unused sick leave not to exceed a maximum accumulation of 180 days will be paid in a

lump sum to the survivor named by that teacher. Such payment shall be computed by multiplying the applicable number of unused sick days by the teacher's daily rate of pay at the time of death.

I. A teacher's per diem or daily rate of pay shall be computed by dividing the total of the teacher's base salary for the contractual year in which the computation is made by the number of teacher work days in the contract year. For the purposes of Sections G and H above, such computation shall be made on the basis of the school calendar year in which separation or death occurs or for the immediately preceding school calendar year if death or separation occurs during the summer months.

J. Extra-curricular duty pay will be paid in full at the conclusion of each assignment. In the case of a teacher's death or separation, the Board and the Association will meet to determine the amount of extra duty work completed by said teacher, and payment will be made on their findings.

K. The District will reimburse teachers up to half of tuition costs per fiscal year for no more than 12 credit hours of District pre-approved graduate courses. Tuition reimbursement will be made upon course completion with a minimum of a 3.0 GPA. Approval of courses will be granted by a committee comprised of members of the administration and the Association.

ARTICLE 7
TEACHING HOURS

A. A teacher's normal teaching hours shall be those which require the teacher's presence at the assigned place of duty at a specified time before the start of the regular school day and remaining on the premises for a specified period of time. The regular school day for any given school building shall be the period of time commencing with the start of the first class period scheduled for the majority of the students within that building and ending with the last class period so scheduled. If teaching remotely, all teachers shall be on duty in accordance with their normal in-building teaching hours unless mutually agreed upon by the District and Association.

B. Staff will be expected to be on-site 35 minutes before the start of the student day at the middle/high and 30 minutes at the elementary school. Middle/high staff may leave when students are dismissed, while elementary staff have five minutes obligated to student dismissal time supervision.

The Association team and administration may agree to vary the time stated above. All full-time teachers will maintain a work day required to receive full student state aid funding as determined by the mutually agreed upon school calendar and state law. The parties agree that scheduling flexibility is essential in delivering educational programs. Alternative starting and departure times may be established if an individual staff member and the building principal are mutually agreeable.

C. The teaching load will be such that teachers will have adequate time to perform their duties effectively. The teacher-student contact time per day is determined by the total number of hours and days required by the State for full per pupil funding. Because of the nature of their assignment, counselors will not be assigned preparation periods. Included within teacher/student contact time, teachers will be scheduled for no less than two hundred seventy-five (275) minutes of preparation per week with a minimum of thirty (30) minutes per day. Teachers may, unless otherwise directed by the administrator, use for preparation all time during which their

entire classes are receiving instruction from various teaching specialists. The primary use of preparation time shall be for student and parent conferences, grading of student work, lesson preparations, research and related educational activities

D. Also included in the above teacher/student contact time, all teachers shall have a 35-minute duty free lunch period except in emergency situations such as tornado warnings, fires, and serious accidents. Parents or administrative conferences with teachers will not be scheduled during a teacher's lunch periods. When a teacher's continuous contact time with students exceeds a two (2) hour block, other teachers may provide coverage so the teacher will be allowed a break of five (5) minutes.

E. When a teacher is not on school grounds and on field trips, class trips, etc. approved by the school administration which might relieve a teacher of his or her normal assignment, it will be the administration's responsibility to provide substitute teachers, if deemed necessary, to maintain the normal class day of that teacher. However, the teacher will not be provided with a regular preparation or duty free lunch time due to the additional student supervisory duties that come with such off campus activities.

F. A teacher who is engaged during the school day in professional negotiation or grievance procedures scheduled by mutual consent of the Board and Association shall be released from regular duties without loss of pay or other penalty. The Association President or designee shall meet once per month as provided in Article 15, Section E, of this Agreement to address other non-personal business benefiting the District as a whole. The Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Service for Association release time as required by law.

G. Teachers shall be required to attend all contracted professional development meetings and open houses. Other building staff meetings shall be limited to one per month with a written notification of at least five (5) school days except in emergency situations. To compensate for attendance at open house, one of the first professional development days will be shortened by one hour to accommodate for the time present at open house.

H. No departure from the provisions of this Article, except for an emergency, shall be made without the mutual consent of the Board and Association.

I. If time needs to be rescheduled to comply with state law and regulations, including laws and regulations dealing with required days and hours of student instruction, or for the District to receive full state aid, the Board may, in consultation with the Association, reschedule such days/hours. Teachers will receive their regular pay for days/hours which are canceled but shall work on any rescheduled days with no additional compensation.

J. Positions filled by teachers(instructional coaches, guidance counselors, and other roles outside a traditional classroom teacher role) may have up to ten days flexed to work outside the traditional scheduled school year. The days must be used prior to June 30th or the current academic school year. Beyond the ten flexed days, the teacher may elect to be paid per diem to perform additional work related to the scope of job duties.

ARTICLE 8
TEACHING CONDITIONS

A. The number of teachers employed by the District shall be adequate to provide effective instruction, direction of extra classroom activities, counseling, and other educational services as determined by the Board.

B. To ensure that high quality education is the goal of the Association, the administration, and the Board, it is acknowledged that the primary duty and responsibility of the teachers is to teach, and that the organization of the school and the school day should be directed to ensuring that the energy of the teachers is primarily utilized to this end.

The Board realizes that the pupil-teacher ratio is important to the District's academic success. The Board also recognizes that this ratio can fluctuate depending on the classroom size, teacher aide time, preparation time, remote teaching, etc. and will consider teacher input regarding class size.

C. Recognizing that split classes mean additional preparation, every effort will be made to ensure that split class(es) will be composed of students who will be appropriately placed as determined by former teachers, receiving teachers and the building principal.

D. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time at the request of either party for the purpose of improving the selection and use of such educational tools, and the Board shall implement all joint decisions thereon made by its representatives and the Association when funds become available. Because of the critical importance of such educational tools, the Board will maintain a reasonable degree of consistency from year to year in the amounts expended per grade, class, or department for such materials, the amounts to be expressed as a per-pupil percentage of the total annual budget.

If a remote teaching schedule is implemented, the Board and Association will meet to determine what programs and equipment are necessary to carry out remote electronic learning plans and teaching responsibilities. These programs and equipment will be provided to teachers at no cost.

E. The Board shall attempt, whenever possible, to make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for teacher use.

F. Telephone facilities shall be made available for teachers for their reasonable use.

G. The Board shall provide adequate parking facilities for teacher use.

H. Students shall be as equally distributed among the teachers assigned to that grade level as practicable without regard to race, color, national origin, or religious affiliation. Such equal distribution shall be accomplished before the official state count date if possible.

I. Upon receipt of reports or other related information from the Michigan Department of Education on student growth data derived from performance on state assessments which assigns each student to the various teachers in a building, each teacher will be provided adequate opportunity to review the data for accuracy of the roster of students listed before any use of the information by the District. Should a discrepancy be noted, the teacher shall have the right to provide reasons for the exclusion of the student information as part of the District's student growth data.

ARTICLE 9
VACANCIES, PROMOTIONS, TRANSFERS, RETIREMENT AND JOB SHARING

A. A position within the District shall be considered as vacant when the teacher holding the position has resigned or retired, is discharged, demoted, promoted, transferred, on extended leaves of one (1) year or more in duration or when it is a newly created position. A position shall not be considered as vacant when such vacancy is caused by a reduction in the total teaching or administrative staff.

B. Notification (Posting) of Vacancies and Application:
Vacancies occurring within the bargaining unit, including newly created positions, shall be provided via e-mail to each teacher with a copy of such posting to the Association. Positions as described above shall be posted at least seven calendar days prior to being filled, unless a variance is agreed upon by the Association. Teachers may apply for such positions by submitting an e-mail of interest and/or through the applicant tracking platform. Said positions shall be filled in accordance with the procedure outlined in Section D below.

C. Summer Months: During the summer months when regular school is not in session, the District will provide via email to all teachers, all vacancies as above described and shall also forward, at the same time, copies of said vacancies to all external teachers known by the District to be certified for the position (if certification is required) and the Association. Positions so posted shall remain posted at least seven (7) calendar days prior to being filled, unless a variance is agreed upon by the Association. Application may be made in the same manner as described above. Likewise, these positions shall be filled on the same basis.

D. Awarding of Vacancies:

1. Internal certified applicants shall be awarded the position prior to considering external applicants. Awarding a vacancy to external applicants shall only occur if no existing teachers meet the criteria outlined in this Section. The Association President shall be provided a list of new assignments once positions have been filled.
2. The most qualified and adequately certified internal applicant shall be awarded the position. "Most Qualified" shall be determined as follows:

3. Teachers must be fully qualified for all aspects of their assignment, as determined by the Superintendent, based on documentation on file with the Superintendent's office, including (not in any specific order):
    a. Compliance with state and federal law and regulatory standards.
    b. Credentials needed for district, school, or program accreditation.
    c. Participates in district provided professional development (DPPD), training, and academic preparation for an instructional assignment.

d. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way.

e. Disciplinary record, if any.

f. Length of service in a grade level or subject area.

g. Recency of relevant and comparable teaching assignments.

h. Previous effectiveness ratings.

i. Attendance and punctuality.

j. Rapport with colleagues, parents, and students.

k. Ability to withstand the strains of teaching.

2. Length of service may be considered as a tiebreaker if a teacher placement decision involves 2 or more internal teachers and all other factors distinguishing those teachers from each other are similar.

E. The District declares its support of a general policy of filling vacancies, including vacancies in supervisory and administrative positions, from within its own teaching staff. In filling promotional vacancies to administrative positions the Board may consider the professional qualifications, background, attainments, and other relevant factors, including service in the District, of all applicants from within the District as well as of applicants from outside the District. The parties recognize, however, that the filling of vacancies at the supervisory and administrative levels and the filling of newly created supervisory and administrative positions is a prerogative of the Board, and the decision of the Board as to such matters shall be final.

F. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the District without undue disruption of the existing educational program. The Board has the right to fill such positions in the most expedient manner until the end of the current school year. Then the position will be considered vacant and shall be posted.

G. All teachers will maintain certifications held at the time of employment for the duration of employment with the District Teachers will be assigned within the scope of their teaching certificates.

H. Teachers must file new endorsements and/or certifications with the District for consideration for new or vacant positions.

I. The parties recognize that changes in grade assignments in the elementary school, changes in subject assignments in the secondary school grades, and transfers between schools may be advisable. When such transfers or changes are made the following procedure will be followed:

1. Teachers will be given notice in writing by his/her immediate supervisor of their tentative assignment for the coming school year no later than June 1.

2. Transfers and changes of assignments shall be on a voluntary basis whenever possible. If a teacher objects to a change in assignment, he/she should submit objections in writing to the immediate supervisor within three (3) business days of assignment notification (see H, Paragraph 1. above) and the following procedure will be followed:

a. The immediate supervisor will meet with the teacher and the AEA Building Representative within three (3) business days of the written objection. The parties will attempt to obtain an assignment that is agreeable to all parties.

b. If it is not possible to reach an agreement, the least senior teacher who is certified will be involuntarily transferred.

c. If a teacher is involuntarily transferred, he/she will meet with the principal to discuss reasonable support and inservice that may be mutually agreeable to the teacher and the principal in assuming these responsibilities. The principal will submit such assistance for consideration by the Superintendent and the Board.

d. In the event there is a dispute over an involuntary transfer or assignment, such dispute may be resolved through the grievance procedure without regard to the initiating time limits incorporated in that procedure.

J. Job Sharing

Employment conditions for participants in the Job Sharing Program are as follows:

1. The Job Sharing Agreement will be for a contractual year (as noted below). To continue in the program, the teachers(s) must reapply for the next contractual year.

2. The teacher reserves the right to return to full-time service the following year.

3. The District and the teacher(s) shall establish the daily work schedule.

4. Reimbursement shall consist of the prorated payment of salary, retirement and insurance premiums. Proration of salary and benefits shall be at the same fraction as that worked.

5. The District, the employee(s) participating in job sharing, and the Association President shall sign the Agreement as provided in Schedule F.

K. The Board shall contribute to the Public School Employees Retirement System only those amounts it is required to contribute by law.

ARTICLE 10
REDUCTION IN PERSONNEL, SENIORITY AND RECALL

A. The parties recognize that education, curriculum and staff to a large part depend on the resources available to the Board as provided by the public and the State of Michigan, and in accordance with this realization understand that in some instances it may be necessary to reduce the educational program, curriculum and staff. Therefore, it is recognized that it is within the discretion of the Board to reduce the educational program and curriculum. Further, in order to promote an orderly reduction of personnel when the educational program and curriculum are curtailed it is agreed that in the event a reduction in personnel shall become necessary due to a substantial decrease in revenues of the District, the Board will not lay off teachers with valid contracts during the school year. Reductions will be effectuated at the start of the following school year, and the order of such reduction will be as follows:

1. Non-certified, then probationary certified teachers will be laid off first, provided there are adequately certified and qualified teachers to replace them as allowed by law.

2. If reduction is still necessary, then tenured teachers will be laid off in inverse order of qualification as defined in Article 9, Section D, providing that such teachers who are retained are adequately certified for the positions they are to fill. If more qualified (per Article 8, Section D) teacher(s) are not available to staff programs to be continued, then the teacher(s) with the next highest qualification may be retained to fill those positions.

3. After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most adequately qualified (per Article 9, Section D).

B. The Association will be notified of the contemplated reduction in personnel at least ten (10) days before the layoff notices are distributed to the teachers. Teachers being laid off shall receive a 60-calendar day notice in writing before the effective date of layoff for layoffs during the summer months and no less than one (1) full semester (trimester if applicable) for layoffs during the school year.

C. The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the Board of any change in address.

D. The certification and qualifications of a teacher to be laid off shall be the certification and accumulated qualifications on file with the District at the time the layoff occurs. The certification and qualification of a teacher to be recalled from layoff shall be the certification and qualifications on file with the District at the time the notice of recall from layoff is sent. It is the teacher's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.

E. Definitions:

a. Certification – Adequately certified shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, and licenses with the Board. The certification status of a teacher on file with the District shall be considered conclusive for all purposes under this Agreement.

The teacher shall provide written notice to the Board and Association of any change to their certificates, endorsements, or licenses after the original filing of the same with the District. This shall include notice of any additional endorsements, certificates, or renewals, as well as expirations, revocations, and any limitations thereon.

b. Qualification – Teachers shall be considered qualified for positions for which they possess the appropriate adequate certification. Further, their degree of "qualified" status for any position in the District shall be determined by the process outlined in Article 9, Section D.

F. The Board of Education may reassign teaching duties as needed, in the opinion of the Board, to retain the most effective teachers. However, teachers will perform duties within the scope of their teaching certificate.

G. A teacher returning to employment will be granted the same status regarding probation, tenure, and salary schedule placement at the time of layoff. However, additional K-12 teaching experience and additional credit hours acquired during such layoff will apply toward placement on the salary schedule.

H. It will be the responsibility of each teacher to notify the Board in writing of any change in contact information (phone, mailing address, and email address). The teacher's mailing address as it appears on the Board's records will be used in connection with any written notification to the teacher.

I. Changes in a teacher's certification or qualification status will take effect immediately on receipt in the Superintendent's office of proof of such changes.

J. No new teachers shall be employed by the Board while there are teachers of the District who are laid off unless there are no laid off teachers who are certified and highly qualified when needed to fill any vacancy which may arise. Voluntary teacher reassignments will be made, insofar as possible, to adapt vacancies to the certification and qualifications of laid off teachers. Teachers who have been laid off shall be given the first opportunity, in inverse order of layoff, to fill any teaching opening for which they are certified and qualified. A laid off teacher who either accepts or refuses temporary employment which is not a vacancy, as defined in Article 8, Section A of this Agreement, shall not lose any seniority or recall rights under this Article by virtue of such acceptance or refusal.

K. In the subsequent expansion of educational programs and curriculum following any reduction as outlined in Section A above, teachers on lay off shall be recalled in inverse order of lay off providing they are certified and qualified, as defined hereinafter, for the vacancies existing. In order to effectuate this recall, the Board will maintain a recall list at any time any teachers are on lay off, and one copy of this list and all amendments thereto will be transmitted to the Association President. It is understood that teachers may expand their certifications and/or qualifications while on lay off in order to qualify for more openings. Changes in a teacher's certification or qualification status will take effect immediately upon receipt in the Superintendent's office of proof of such changes.

A teacher's name may be removed from the recall list only by:

1. Written request made by the individual teacher.

2. Failure to notify the Board of a change of address within thirty (30) days of such change.

3. Rejection of a position for which the teacher is certified and qualified, unless currently under contract with a different Michigan School District at the time of recall.

4. Failure to be recalled within six (6) years of the date of layoff.

L. The Board shall give written notice of recall from layoff by registered or certified letter to the teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recalls, or other notice to the teacher, unless the teacher can show adequate proof of change of address notification to the District which has not been entered in the District's records. Failure of a teacher to reply in writing within ten (10) calendar days from notice of recall by the Board shall be considered as a voluntary quit, and will thereby terminate the teacher's individual employment contract and any other employment relationship with the Board.

M. A teacher refusing an offer of recall to a position for which the teacher is adequately certified and most qualified per Article 9, Section D and which is equivalent to the one from which he/she was laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall. The only exemption from this shall be if the teacher is under contract with a different Michigan School District at the time of recall. In such cases, the teacher shall have the ability to finish the term of their contract before reporting for duty at the District of Recall. Should the teacher refuse that option, he/she shall be deemed to have voluntarily quit as set forth above.

N. Definitions:

1. Seniority is defined as total length of continuous service within the District, including credit for leaves of absence during which seniority accrues, or layoff periods, computed from the first calendar day of the school year as specified in Schedule B; or in the case of a teacher whose employment begins after the first calendar day of the school year, from the first assigned working day during the school year as specified in Schedule B of this Agreement. Relative seniority of teachers having identical seniority will be as determined by a lottery conducted by the Board held at the time and place mutually agreed on by the Board and Association.

2. Non-certificated teachers employed pursuant to the Revised School Code will not accrue seniority until such time said teacher becomes certified.

O. The Board will issue a seniority list yearly of all teachers in the District that includes a separate list of non-certified teachers hired by the District. This list shall be prepared within thirty (30) days after teachers report to work. One (1) copy of this list will be transmitted to the Association President. Objections to such seniority list shall be made in writing by the Association within thirty (30) days of the date the list is transmitted to the Association President.

1. Any non-certified teacher hired with a bachelor's degree upon certification will receive seniority for their years of teaching service upon receiving certification.

P. Teachers shall keep their certification records current. It shall be the teacher's responsibility to submit credentials affecting certification to the office of the Superintendent.

Q. In the event that a teacher separates from District employment, all seniority rights are terminated as of the date of separation.

R. Seniority, and the rights and privileges thereof under this Agreement, apply and accrue exclusively to teachers, as defined in Article 1, Section A of this Agreement.

ARTICLE 11
LEAVES OF ABSENCE

A. Illness and Disability Leave:

Upon employment, a teacher shall receive a bank of twenty (20) days of leave, to be used as necessary during the first two (2) years of employment in the District. Commencing with the third year, additional leave days will be granted at the rate of (ten 10) days per year at the beginning of each school year. The unused portion of such leave is cumulative from year to year, but shall not accumulate to exceed one hundred eighty (180) days. The leave days so granted may be used by a teacher for the following reasons and subject to the following conditions:

1. The teacher may use all or any portion of his/her leave to recover from his/ her own illness or disability, including disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery which shall be treated on the same terms and conditions as are applied to other temporary disabilities, without exception.

   a. A teacher may use any portion of this leave for an illness or short term medical needs of the teacher's immediate family.

   b. Leave shall also be granted for attendance at the funeral of a person other than immediate family and such use shall be limited to one (1) day per death and shall be deductible from illness and disability leave.

2. If a teacher leaves the District at the conclusion of one (1) year, compensation for leave taken in excess of ten 10 days, provided the excess has not been replenished by the leave bank, shall be deduct

3. A common leave bank is established and will be administered by the Association. A teacher, to be eligible for use of this bank, shall donate a minimum of three (3) days of personal illness or disability leave to the bank. To remain in the bank after the initial donation of leave days, each eligible teacher must donate at least one (1) leave day per school year until such time as the Association's Executive Committee, which shall administer the leave bank, determines that the bank contains an adequate balance of leave days. Future replenishment of the bank balance shall be

at the discretion of the Association's Executive Committee, and shall be accomplished by requiring additional donations of leave days from eligible teachers to maintain their eligibility, provided however, that such additional donation requirements shall not discriminate among eligible teachers, but shall require equal donations from all eligible teachers. Any eligible teacher whose personal illness or disability extends beyond the compensation period provided to him or her personally under Section A above may draw on the leave bank for a period not to exceed forty-five (45) additional leave days, under such regulations as may be established from time to time by the Association's Executive Committee.

4. The District may, at its discretion, request a statement from a licensed medical professional, to verify that the teacher should be excused from the workplace for medical reasons.

5. Absence due to injury or illness incurred in the discharge of a teacher's duties will be covered by the Workers' Compensation Act. Such absence shall not be charged against the teacher's illness and disability leave days, except when the teacher elects to have a prorated charge made against illness and disability days to make up the difference between his salary and any benefits received by him/her under the Workers' Compensation Act. The District's obligation to the teacher for compensation shall end when illness and disability days are exhausted.

B. Temporary Leave:

1. At the beginning of every school year each teacher shall be credited with five 5) days leave to be used for the teacher's personal business. A teacher planning to use a personal leave day or days shall notify his/her principal or supervisor at least twenty-four (24) hours in advance, except in an emergency. Personal business leave days are not intended for the day preceding or following a holiday or recess, nor for the first or last days of the school year. Unused personal leave days will be added to the teacher's personal illness days at the end of the school year. The teacher's combined total unused personal illness days and unused personal leave days shall not accumulate to exceed one hundred eighty (180) days.

2. Emergency leave, not to exceed five (5) days per occurrence and ten (10) days per school year, shall be granted by the immediate supervisor for any of the following reasons--death or critical illness in the teacher's immediate family; required appearance in court of law involving no moral turpitude on the part of the teacher.

a. The teacher's immediate family shall be considered as grandparents, mother, father, spouse, child, sister, brother, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, or any other members of the family unit living in the same household, no matter what the degree of relationship.

b. The use of such days for death or critical illness purposes shall be deductible from personal illness or disability leave beginning with the sixth (6^{th}) day.

3. A leave of absence shall be granted a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the court (not including travel allowances or reimbursement for expenses) for each day on which the

teacher reports for or performs jury duty on which he/she otherwise would have been scheduled to work.

4. A leave of absence with pay shall be granted to any teacher who is required by law to appear in any legal proceedings connected with the teacher's employment with the District, or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who is asked to testify in any arbitration or fact-finding procedure.

5. The Board shall encourage teachers to actively participate in meetings of professional organizations of an educational nature, and shall grant leaves for this purpose. The number of teachers to be allowed leave for this purpose at any one time shall be within the discretion of the administration. The payment of teachers' expenses incurred in attendance and of the salary of substitutes shall be carried in the budget as an in-service educational expense item.

6. Members of the Association shall be released to attend Association related activities without loss of pay, provided a qualified substitute teacher can be obtained. The Association shall reimburse the District for the Association member's retirement costs as required by law. This released time shall be limited to a total of ten (10) days per school year to be distributed among the staff at the discretion of the Association. If the total of ten (10) days is exceeded, the Association shall also pay for the substitutes required.

7. Involuntary absence of a teacher due to an act of God, including but not limited to snowstorm, tornado, or flood, shall not be charged against any teacher's personal illness and disability leave or personal business leave. This should not be construed to mean that a teacher will not be required to provide the circumstances and advance notice (if possible) of such absence.

8. Personal Use Days (PUD) shall be available to teachers in accordance with the following condition:

a. Personal use days shall be available to teachers at a ratio of one (1) day for every block of five (5) days of unused sick leave accumulated in excess of 180 days. Thereafter, personal use days shall be available to teachers at the beginning of the school year at a rate of two-tenths (.2) day for every day of unused sick days accumulated in excess of 180 days, based on unused sick days remaining at the end of the previous year.

b. Such days will accumulate to a total of six (6) days, with no more than three (3) days to be used in one school year. Days must be used in full-day increments. Unused Personal Use Days will not be computed as part of the teacher's accumulated sick leave.

c. The teacher must notify the building supervisor (or his/her designated person) in writing of intent to use Personal Use Days with such notification received and acknowledged by the building supervisor at least 48 hours in advance.

d. Such leave shall not be granted the first or last day of the school year or on scheduled parent-teacher conference days.

e. No more than four (4) teachers may use such leave on any given day. Personal Use Days will be granted on a "first come" basis; with requests accepted beginning with the first

work day for teachers of the school year. All requests received during regular working hours on a day shall be considered as equal in determining "first come" status. If more than four (4) teachers request the same Personal Use Day(s), a lottery will be the means of determination; and, if more than four (4) teachers make requests for Personal Use Day(s) for like day(s) in a subsequent year, the unsuccessful bidders for Personal Use Day(s) from the previous year will be given priority over those who "won" such lottery the previous year.

A. Extended Leave:

Unless otherwise indicated, the following terms and conditions shall apply to extended leaves of absence by teachers:

1. Application for extended leave shall be made in writing to the Superintendent (shall not apply to extended leaves created by layoff or administrative leaves).

2. Eligibility for extended leave shall be based on a minimum of three (3) years of continuous employment with the District (and shall not apply to extended leaves created by layoff or administrative leaves).

3. Extended leaves shall be limited to one (1) year unless otherwise indicated, further extensions to be made at the will of the Board (and shall not apply to extended leaves created by layoff or administrative leaves).

4. Unless otherwise indicated, there will be no compensation paid to or insurance premiums paid for the teacher during any extended leave.

5. Unless otherwise indicated, seniority shall not accrue to the teacher during any extended leave.

6. Upon return from any extended leave the teacher shall be placed at the same position on the salary scale as when the leave commenced, except for educational advancement and/or credentials that may have been earned or completed during the extended leave.

7. Illness and disability leave days shall not accrue, but unused days held at the start of the leave shall be reinstated on the teacher's return (and shall not apply to extended leaves created by layoff or administrative leaves).

8. Unless otherwise indicated, written notice of intent either to return to the District or resign shall be given to the Superintendent not less than sixty (60) days before the close of school in the year in which the leave expires (This required notice does not apply to extended leaves created by layoff or administrative leaves.)

9. Unless the position or assignment in which a teacher returning from extended leave is to be placed is otherwise indicated, such condition of reinstatement shall be as determined in the sole discretion of the Board.

10. The teacher's application for leave may be withdrawn without prejudice, providing such withdrawal is made within ten (10) days following notice of the Board's approval of the leave.

a. Personal Leave -- A teacher may be granted a leave of absence for personal reasons provided the granting of such leave is not harmful in any way to the program of the school. During such leave neither seniority nor salary placement shall accrue.

b. Teaching Leave -- A leave of absence of up to two (2) school years shall be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries, foreign or military teaching programs, the Peace Corps, Teacher Corps, or Job Corps as a full-time participant in such programs, or a cultural travel or work program related to his/her professional responsibilities, provided the teacher submits a written statement of intent to return to the District at the termination of his/her leave. Upon return from that leave, the teacher shall be placed in a vacant position as determined in the sole discretion of the Board.

c. Study Leave -- A leave of absence of up to two (2) years shall be granted to any teacher, on application, for the purpose of engaging in study at an accredited college or university in a program reasonably related to his/her professional responsibilities. Upon return from that leave, the teacher shall be placed in a vacant position as determined in the sole discretion of the Board.

d. Uniformed Service Leave -- A uniformed services leave of absence shall be granted to any teacher who shall be inducted or enlisted in any branch of the uniformed forces of the United States. Reinstatement on completion of such service shall be in accordance with the applicable state and federal laws. Neither seniority nor salary placement shall accrue after the end of the first service period or four (4) years, whichever period of time is less, unless otherwise required by law.

e. A teacher will be granted a one (1) year leave before the beginning or at the conclusion of the school year to campaign for him/herself or to serve in a public office unless otherwise required by law. Such leave shall be automatically extended for one (1) year if the teacher is serving in public office at the expiration of the initial leave. Neither seniority nor salary placement shall accrue during such leave.

f. Professional Leave -- A leave of absence shall be granted to a teacher, upon application, for the purpose of serving as an officer of the Michigan Education Association or the National Education Association. Such leave is for the professional improvement of the teacher. Upon return from such leave, he/she shall be placed in a vacant position as determined in the sole discretion of the Board.

g. Sabbatical Leave -- Not more than one (1) teacher shall be granted sabbatical leave during any school year. A committee of teachers appointed by the Association will review applications submitted for a given year to examine the goals and objectives of the applicants. Applications for sabbatical leave shall be submitted to the Association before the end of the first semester. The Association shall make recommendations to the

Superintendent of those applicants to be granted leave before March 1, and the Association shall be notified of approval or disapproval by the Superintendent before March 15. Any teacher who has been employed by the Board for seven (7) consecutive years may be granted a sabbatical leave of up to one (1) year for teaching improvement. It is agreed that teacher improvement includes, but is not limited to: attending a college, university, or other educational institution to pursue an approved credit or graduate degree program; travel which will improve the teacher's educational background and ability to teach. Teachers on sabbatical leave shall be allowed credit toward retirement for the time spent on such leave in accordance with rules and regulations established by the Michigan Public Schools Employees Retirement Board. Upon returning from sabbatical leave the teacher shall be returned to his or her former position or to a like position for which he is certified and highly qualified.

h. Family Care Leave -- A leave of absence shall be granted upon application to any teacher for the purpose of caring for a child, spouse, or parent who has become ill or disabled. Normally such leave shall commence only at the beginning of a semester. However, in emergency situations, such as a seriously or terminally ill family member, such leave shall commence at the request of the teacher. The initial leave period shall be for the balance of the semester in which the leave was granted, if applicable, plus two (2) consecutive semesters excluding any summer semester. Continuation of insurance benefits will be provided for the teacher during the initial leave period, but insurance coverage during any extension period shall be the teacher's responsibility. Such leave shall terminate at the end of the semester during which the teacher makes request for such termination. For seniority and salary placement purposes, the teacher shall be given credit, if applicable, for the full semester during which such leave was granted. During the balance of any such leave neither seniority nor salary placement shall be either increased or decreased. Upon return from such leave, provided the teacher's certification has been properly maintained during such leave period, the teacher shall be returned to his or her former position, or to an equivalent position with equivalent pay and benefits for which he/she is certified and highly qualified.

i. Child Care Leave -- A leave of absence shall be granted upon application to any teacher for the purpose of caring for a newly born or adopted child, or caring for an older child who is neither disabled nor suffering from any chronic illness of a serious nature. Such leave shall normally commence only at the beginning of a semester, except that a teacher may commence such leave at any time after the birth or adoption of the child that he/she is physically able to adequately perform their teaching responsibilities. The initial leave period shall be for the balance of the semester in which leave was granted, if applicable, plus two (2) consecutive semesters excluding any summer semester. Continuation of insurance benefits will be provided for the teacher only until the start of the second full semester of the initial leave period. Insurance coverage during the balance of the initial leave period and any extension thereto shall be the responsibility of the teacher. Such leave shall terminate at the end of the semester during which the teacher makes a request for such termination. For seniority and salary placement purposes, the teacher shall be given credit, if applicable, for the full semester during which such leave was granted. During the balance of any such leave neither salary nor seniority placement shall be either increased or decreased. Upon return from such leave, provided the teacher's

certification has been properly maintained during such leave period, the teacher shall be returned to his or her former position, or to an equivalent position with equivalent pay and benefits for which the teacher is certified and highly qualified.

j. Any teacher whose personal illness or disability extends beyond the compensation period provided in Section A of this Article shall be granted a leave of absence for up to one (1) year, on submission to the Superintendent of a written statement from a licensed medical professional attesting to a valid medical condition or disability which prevents the teacher from performing his/her teaching duties. Before his/her return to duty, the teacher shall submit to the Superintendent a written statement from a licensed medical professional attesting to his/her ability to satisfactorily perform his/her teaching duties. Following submission of this written statement, the teacher shall, no later than the start of the ensuing school year, be reinstated to his/her former position or to an equivalent position with equivalent pay and benefits for which he/she is certified and highly qualified. The Board will continue to pay its share of premiums for all negotiated insurance benefits provided to bargaining unit employees for a maximum of six (6) months.

k. Administrators currently serving within the District and currently holding tenure status and seniority within the District as a teacher, may at their own election, return to the classroom within the bargaining unit. Teaching placement is at the sole discretion of the Board. Seniority will not accrue as a result of administrative experience or Administrative Leave. However, as determined by the Board, full experience credit including illness or disability leave may be granted for placement on the master salary schedule.

   Upon return from Administrative Leave, the teacher shall be placed in a vacant position as determined in the sole discretion of the Board. Illness and disability shall accrue during such leave.

   Any teacher placed on Administrative Leave shall stay current with educational trends, curriculum improvements, and or technologies as they relate to the teacher's assignment. Evidence of appropriate advanced study and/or professional development may be required for reinstatement for leaves that extend beyond three (3) years. The Board may, to ensure the integrity of the educational program, require an appropriate program of professional development during the first two (2) years after reinstatement, the cost of which shall be borne by the employee.

ARTICLE 12
TEACHER EVALUATION

A. Teacher responsibilities:

1. Each teacher shall be apprised by the building principal in specific terms of the teacher's responsibilities.

2. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall identification of the specific ways in which the teacher is to improve, and of assistance that is to be given by the administrator and other staff members. In subsequent reports, failure to again note such unacceptable work shall be interpreted to mean that adequate improvement has taken place.

3. A teacher who disagrees with an administrator's recommendation report, on receiving the written report, may within ten (10) school days, submit a written answer which shall be attached to the file copy of the report in question.

B. The purpose of evaluating teachers is to improve the performance and quality of employees. Such factors as teacher strengths and needs in job performance, recommendations for improvement, overall performance assessment, opportunity for improved job understanding, and administrator-teacher expectations are incorporated within the design of the evaluation process.

C. Monitoring or observation of work performance including computer usage of a teacher shall be conducted openly and with the full knowledge of the teacher. The teacher understands that computer usage is monitored by the District. The use of eavesdropping, public address or audio system, and similar surveillance devices shall be strictly prohibited for the purpose of routine staff appraisal and monitoring.

D. No teacher shall be formally observed during the first or last two weeks of the school year, on the day before or after a school holiday, or on days where special school events and/or holiday activities are scheduled.

E. 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. Specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.

2. An evaluation of the teacher's job performance with timely and constructive feedback.

3. Clear approaches to measuring student growth with relevant data on student growth.

4. Multiple rating categories that take into account student growth and assessment data or student learning objective metrics that have been negotiated with the Association.

5. The use of whole district student growth percentage on NWEA assessment or personal student learning objective metrics as 20% of the year-end evaluation as determined by current law.

a. The student growth and assessment data or student learning objectives shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by the grade-level/department level teachers.

b. The teacher, at their discretion, shall be allowed to eliminate data attributable to students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data.

c. That data used in this Section must be attributable to the actual teaching responsibilities of the individual teacher.

6. A year-end evaluation form from the District's adopted evaluation program that utilizes other objective criteria for 80% of the year-end evaluation determination.

F. Process: The Performance Evaluation system, "Post-observation Feedback Form", "Year-End Evaluation Reporting Form", and "Individual Development Plan (IDP) Form" are included in the District's evaluation program.

1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:

a. The teacher shall be notified no later than September 30 of each year who the administrator will be that conducts their year-end evaluation. If no notification is provided by September 30 of each year, that teacher shall not be evaluated.

b. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson. Unless identified as a deficiency in performance within an existing IDP, teachers will only be required to submit lesson plans to an administrator for the day(s) they are being observed to comply with the provisions of this Section.

c. The observation must include a review of pupil engagement in the lesson that is observed.

d. In order to ensure 1.b and 1.c above, the observation shall be at least fifteen (15) to thirty (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 information relative to 1.b and 1.c before the classroom observation occurs.

f. Feedback on both 1.b and 1.c will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than ten (10) school days after the observation occurred. At the post-observation meeting, the teacher will be provided written feedback on that observation on the "post-observation" feedback form contained in the evaluation tool.

g. There shall be at least two (2) classroom observations of a teacher in each school year the teacher is evaluated that are conducted at least sixty (60) days apart. The first observation shall occur no later than December 15 of each school year.

h. At least one of the observations for probationary teachers must be prior to the end of the first semester and all observations shall be completed in writing prior to April 1. Probationary teachers must be provided with an Individual Development Plan (IDP). This IDP must be based on criteria in the evaluation system. If a probationary teacher is not hired at the beginning of the school year, the timelines shall be amended for evaluation and notice provisions. If a probationary teacher is hired after the start of the 2nd Semester, they may not be evaluated for that year.

i. There shall be no unscheduled observations. However, walkthroughs may occur unscheduled.

2. The annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support".

a. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the tenured teacher within one week of the conclusion of the school year.

b. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.

3. Teachers who work less than sixty (60) days in any school year, or who have an accumulated leave of absence from work during the school year amounting to a total of thirty (30) days or more, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the District deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the District.

4. If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated

annually until receiving an "effective" rating for an additional three (3) consecutive years. Teachers qualifying for opting out of evaluations must notify the district by September 30. It is mutually understood that learning walks may be conducted during years when a teacher is not being evaluated and documented in the teacher evaluation platform or via electronic communication. If the performance of a teacher who has opted out of evaluations falls under concerns on the teacher evaluation framework (examples: professionalism, student performance data, etc) they may be called for a meeting with their administrator to discuss performance and potentially may be put into the evaluation process again. This meeting can only be called if the administration has concerns documented to the evaluation framework.

5. If a teacher is involuntarily transferred, they will not be evaluated unless they are not tenured, on an annual a special permit, were rated needing support or developing the year prior, or the administrator responsible for supervision has concerns related to performance on the teacher evaluation framework adopted by the district.

6. In addition to the above procedures (Sections F. 1-4), teachers who are evaluated with an IDP (received a "minimally effective", "ineffective" prior to July 1, 2025, or "needing support", or "developing" rating thereafter, and/or 1st year teachers) shall be provided the following:

a. Specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.

b. Training to be provided by the District to assist the teacher in meeting the goals of the IDP.

c. A mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section F.1 above and completed no later than February 1, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.

d. A Mentor teacher that is informed of the conditions and requirements of the IDP to assist the mentee in the described performance goals of the IDP.

7. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.

8. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

9. Probationary status may continue if lack of improvement is noted on the teacher's evaluation system.

G. Rights of Tenured Teachers:

A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:

1. The teacher may request a review meeting of the evaluation and the rating to the District's superintendent. Such request must be made in writing within thirty (30) calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.

    a. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.

        i. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.

        ii. Within fifteen (15) calendar days of receipt of the request for mediation, the District shall provide a written response to the teacher and the Association confirming the mediation will be scheduled as appropriate.

    b. A tenured teacher who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article 17, Grievance Procedure inclusive of binding arbitration instead of mediation.

    c. The arbitration shall be subject to the Uniform Arbitration Act. The arbitrator will:

        i. Have the authority to issue any appropriate remedy.

        ii. Utilize a "reasonable and just cause" standard of review when issuing any findings and any remedies.

C. Training on the evaluation system, tools, and reporting forms must occur within the first two (2) weeks of each school year. The District shall provide, during contractually scheduled Professional Development time, training to all teachers in the first year on the evaluation program, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process. In subsequent years, training will only be for new hires or when the District adopts a different evaluation system.

1. Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems and tools used by the District which shall include a "rater reliability" training every three (3) years as approved by the MDE that minimally includes all of the following:

    a. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance.

b. Clear expectations for what evaluators should look for when assessing teacher performance, including key behaviors and practices that are associated with effective teaching as included in the evaluation system and tools.

c. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.

d. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations.

e. Ongoing support for evaluators, including feedback and coaching to help them improve their skills and ensure they are consistently applying the evaluation criteria.

2. The District will notify the Association President whenever administrators complete the rater reliability training.

ARTICLE 13
TEACHER DISCIPLINE

A. No teacher shall be disciplined (including warnings, reprimands, suspensions, reductions in rank or professional advantage, discharges, or other actions of a disciplinary nature) without just cause. Any such discipline shall be subject to the grievance procedure hereinafter set forth, including arbitration. The specific grounds forming the basis of disciplinary action will be made available to the teacher in writing. The non-renewal of a probationary teacher in accordance with the Michigan Teachers Tenure Act when non-renewal is solely because of inadequacies in the teacher's professional work with students shall not be subject to the grievance procedure including arbitration and does not constitute discipline within the meaning of this Section.

B. Any teacher shall be entitled to have present a representative of the Association during any investigation or interview where he/she believes disciplinary action may occur. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. Further, in the event a disciplinary action is to be taken, the teacher shall be advised of the right to representation under this provision of this Agreement prior to the action being taken.

C. The Board agrees to follow a policy of progressive discipline which minimally includes verbal warning, written warning, cooperative assistance, reprimand, suspension with pay and discharge as a final and last resort, except as specifically provided elsewhere in this Agreement. Discipline does not have to be progressive as long as any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action.

D. Any complaint made against a teacher or a person for whom the teacher is administratively responsible, by any parent, student, or other person will be called to the attention of the teacher within five (5) school business days following the complaint, unless such notice, as determined in the sole discretion of the Superintendent, will impede the investigation into the complaint. If the District conducts an investigation into the complaint, the teacher will be notified of the complaint immediately following the completion of the

investigation. In no instance will a complaint be placed in a teacher's file prior to the teacher being notified. The teacher will have the right to attach a written response to a complaint placed in the teacher's file.

E. If discharge of a teacher (including denial of tenure) is to be considered because of inadequacies in the teacher's professional work with students, an Individualized Development Plan (IDP) shall be developed in consultation with the teacher and Association which provides for:

1. Observations of the inadequacies by more than one administrator through the observation process described elsewhere in this Agreement.

2. Clear notice that the teacher must improve those issues denoted in the IDP and that discharge or non-renewal may be considered.

3. Adequate opportunity for the teacher to make improvements.

4. Assistance from administrators and school district resources to help the teacher improve, together with adequate opportunity for the Association to provide assistance.

ARTICLE 14
PROTECTION OF TEACHERS

A. Any case of assault on a teacher by a student or parent shall be promptly reported to the Superintendent or designee. The Superintendent or designee shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. Employee absence by a teacher in connection with such an incident shall not be charged against the teacher.

B. The Board recognizes its responsibility to give reasonable support and assistance to teachers as to the maintenance of control and discipline in the classroom. Whenever a teacher determines that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, such determination shall be promptly called to the attention of the administration.

C. Reasonable support and assistance to teachers shall also include legal liability from students and/or parents for student misuse of the District's electronic resources. The Association shall notify the Board of any intentional written, verbal, or physical act communicated through the District's electronic resources in order for the Board to take appropriate action.

D. The Board, with the advice of the Association Executive Committee, shall promulgate rules and regulations setting forth the procedures to be used in disciplining, suspending, and expelling students for misbehavior and other infractions of school rules and policies. Such rules and regulations shall define and classify such infractions and shall be distributed to students, teachers and parents at the beginning of each school year.

E. A teacher will have the right to review the contents of all records of the District pertaining to said teacher, excluding original references, originating after initial employment and to have a representative of the Association accompany him to such review. No material originating after initial employment will be placed in

his personnel file unless the teacher has had an opportunity to review the material and has been furnished with a copy thereof. The teacher may submit a written notation for any material and the same shall be attached to the file copy of the material in question. If the teacher believes the material to be placed in his/her file is in error, he/she may have the material corrected or expunged from the file provided cause is shown. If the teacher is asked to sign material placed in his/her file, such signature shall be expressly understood as indicating his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. Any disagreement shall be noted. Master personnel files for all teachers will be maintained in the office of the Superintendent. Duplicate files may be maintained by supervisory personnel as an administrative convenience. Such duplicate files shall be maintained in all respects in strict conformity with the provisions of this Section of this Agreement.

ARTICLE 15
LEAST RESTRICTIVE ENVIRONMENT/MEDICALLY FRAGILE

A. Least Restrictive Environment

1. The parties acknowledge that the standard of least restrictive environment is legally mandated. The extent to which any individual student should participate in regular education programs and services involves considerations of the student's unique needs as determined by the student's Individualized Education Program (IEP) Team. Student's participation and right to participate in regular education programs and services cannot be affected by this Agreement. The District, however, will consider how the student's placement affects teachers when determining the student's placement. The student's placement decision is made by the student's IEP Team or, as applicable, in the sole discretion of the Superintendent or designee.

2. The District shall determine the need for a teacher who will provide instructional or other services to a student to participate in the IEP Team meeting which may initially place (or continue the placement of) the student in a regular education classroom. The District shall provide release time in the event the District directs or authorizes a regular education teacher to attend an IEP Team meeting which is scheduled during a time the teacher is assigned to teach a class.

3. If any teacher has a reasonable basis to believe that a student's current Individualized Educational Program (IEP) is not meeting the student's unique needs as required by law, the teacher will advise his/her principal in writing.

4. On a case-by-case basis, the District will determine what training and other support should be provided to a teacher who will be providing instructional or other services to a student.

   a. Teachers, excluding specially trained personnel, shall not be required to provide ongoing, repetitive medical or hygienic services for students except in an emergency situation.

B. Medically Fragile Students

1. If a teacher will be providing instructional or other services to a medically fragile student, the teacher or another adult who will be present when the instruction or other services are being

provided will be advised of the steps to be taken in the event an emergency arises relating to the student's medical condition.

2. No teacher will be required to provide services of a medical nature to a medically fragile student without being trained to provide the services, unless the services are necessitated by emergency.

3. On a case-by-case basis, the District will determine what training and other support should be provided to a teacher who will be providing instructional or other services to a medically fragile student.

4. When a general education classroom teacher is assigned a student from a special education program for severely impaired students (OHI, SMI), the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. Otherwise, it shall be the responsibility of the teacher to implement the student's IEP for attending to the educational needs of the student while in the teacher's class.

ARTICLE 16
NEGOTIATION PROCEDURES

A. Matters not specifically covered by this Agreement in regards to wages, hours, and working conditions shall be subject to professional negotiations on the mutual consent of the parties.

B. Beginning not later than April 1 of the calendar year in which this Agreement expires, the Association and Board will negotiate over a successor Agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning teachers' wages, hours, and other terms and conditions of their employment. Any agreement so negotiated and ratified shall be reduced to writing and signed by the representatives of the Board and the Association.

C. Other than the wages and benefits identified in this contract term, there shall be no material increase in wages, longevity, lane, step increases, or increased benefits until both parties ratify a new contract. Once ratified any wages, longevity, steps, and increased benefits will be retroactively added to all employees under the new agreement from the expiration date of the past agreement.

D. In any negotiations described in this Article, neither party shall have any control over the selection of the representatives of the other party, and each party may select its representatives from within or without the District. No final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of bargaining, subject only to such ultimate ratification.

E. The final agreement shall be ratified by both parties within an agreed upon time frame, that will be set at the time of the tentative agreement. The Board and Association shall exchange written results of their vote on

the completion of those votes. There shall be three (3) signed copies of the ratified agreement, one each for the Association, the Board, and the Superintendent's file. Any correspondence and communication between members of the Association and the Board relevant to conditions established by such Agreement shall be conducted directly through the Superintendent and the Association President. Individual contracts will be issued to individual teachers within thirty (30) calendar days after this Agreement is ratified. Signed contracts are to be returned to the immediate supervisor within thirty (30) calendar days from the date of issue. All contracts and riders to be issued shall be signed by the Board before issuance to the teacher, and shall be in accord with the following procedures:

1. Contract Issuance to New Teachers at Any Time

   a. The Board may issue a contract to a new teacher with no salary stated. The contract should state that salary will be in accordance with this Agreement, as determined by the new teacher's education and experience. A verbal commitment may be made by the Board's designee.

   b. Within two (2) business days a copy of the contract so issued shall be submitted to the Association President, together with the Board's proposed salary placement and history affecting such placement.

   c. If the Association agrees with such salary placement, or if no action is taken by the Association within five (5) business days, the Board may issue the contract with the proposed salary stated therein.

   d. If the Association disputes the salary placement proposed by the Board, it shall notify the Board and the affected teacher within five (5) business days after receiving the contract copy. Representatives of the Board and the Association shall meet in an attempt to resolve the dispute. If, within two (2) calendar weeks following receipt of the contract copy by the Association, an agreement has not been reached a firm individual contract will be issued to the affected teacher at the lower of the disputed salary figures.

   e. The teacher and/or the Association reserve the right to grieve the final salary placement if they do not agree with it after the above steps have been completed.

   f. This procedure is meant to refer to salary placement, and shall in no way restrict the Board in its selection of employees. However, it is also agreed that all new teachers employed by the Board shall be considered as probationary employees as prescribed by the Michigan Teachers' Tenure Act, except that teachers who have earned tenure in another Michigan school district may be granted tenure status as prescribed by the Michigan Teachers' Tenure Act.

2. Contract Issuance to Returning Teachers

   a. Before the issuance of individual contracts to returning teachers the Superintendent shall provide the Association President with a list of such teachers and of the salary schedule placement and contractual salary of each. The Association President shall, within five (5) business days following his/her receipt of such list, notify the Superintendent of the

Association's acceptance or disagreement with the salary placement and contractual salary of each listed individual. Thereafter, contracts not in dispute shall be issued. If such list is received by the Association President before the start of the school year, the five (5) business day examination period begins with the first day of that school year.

b. If a salary schedule placement or contractual salary of any such listed returning teacher is disputed by the Association, the procedures set forth in Section E.1.d and Section E.1.e of this Article shall be followed.

c. Signed copies of contracts including Schedule C shall be sent to the Association President within thirty (30) days of issuance.

F. The Superintendent or designee, who shall be a member of the Board or administration, and the Association President or designee, who shall be a member of the bargaining unit, will meet once per month for the purpose of reviewing the administration of this Agreement, and to resolve problems arising thereunder. Such meetings shall not be intended to bypass the normal grievance procedures. Should such a meeting result in a mutually acceptable amendment to this Agreement, then such amendment shall be subject to ratification by the Board and the Association in the same manner as this Agreement, provided that the bargaining committee here established shall be empowered to effect temporary accommodations to resolve special problems.

ARTICLE 17
GRIEVANCE PROCEDURE

A. A claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

B. If an individual teacher has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of any complaint or grievance be inconsistent with this Agreement. In the administration of the grievance procedure, the interest of the teachers shall be the sole responsibility of the Association

C. All time limits herein shall consist of school days except that when a grievance is submitted on or after May 15 time limits shall consist of calendar days so the matter may be resolved before the close of school or as soon thereafter as possible. Time limits may be extended only with the written consent of the Administration and the Association. If time limits as required in this Article are not observed by the grievant or the Association, the grievance must be considered abandoned. If time limits as stated in this Article are not observed by the Board or Administration, the grievant or Association have the right to move the grievance automatically to the next level.

D. Grievance levels are defined in the following order:

1. The immediate supervisor
2. Superintendent
3. Board of Education
4. Arbitration and/or other legal processes

E. If a teacher (grievant) believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal either individually or accompanied by an Association representative. Such discussion must be held within ten (10) days of the violation, misinterpretation or misapplication, or within ten (10) days of the discovery thereof. If such discussion cannot be held within this time limit due to the extended absence of the teacher, then the time limit at this level only shall come into effect upon the return to duty of the absent teacher. If such discussion cannot be held within this time limit due to the extended absence of the teacher's immediate supervisor, then at the conclusion of such time limit the teacher may proceed to the next level of this grievance procedure.

F. If, as a result of the informal discussion with the immediate supervisor, a grievance still exists, a grievant may invoke the formal grievance procedure on the form set forth in Schedule D, signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the immediate supervisor within five (5) days after the informal discussion. If the grievance involves more than one school building, it may be filed with the Superintendent or a designee.

G. Within five (5) days of receipt of the grievance, the immediate supervisor shall meet with the Association in an attempt to resolve the grievance. The immediate supervisor shall provide to the Association two (2) written copies of the disposition of the grievance within five (5) days of such meeting

H. If the grievant or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) days of such meeting, the grievance shall be transmitted to the Superintendent within five (5) days. Within five (5) days the Superintendent or designee shall meet with the Association on the grievance, and shall provide to the Association two (2) written copies of the disposition of the grievance within five (5) days of such meeting.

I. If the Association or the grievant is not satisfied with the disposition of the grievance by the Superintendent or designee, or if no disposition has been made within five (5) days of such meeting, the grievance shall be transmitted to the Board by filing written copies thereof with the Secretary of the Board and the Superintendent within five (5) days. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever is later, shall hold a hearing on the grievance or review such grievance in executive session, if allowed under the provisions of Michigan Open Meetings Act, or give such other consideration as it deems appropriate. Disposition of the grievance by the Board in writing shall be made no later than five (5) days thereafter. Two (2) written copies of such disposition shall be furnished to the Association.

J. 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, and the grievance concerns an alleged violation of a specific Article or Section of this Agreement, the grievance may be submitted to arbitration by written notice to the Board Secretary given within fifteen (15) calendar days after the above specified period. The Demand for Arbitration shall be filed with the American Arbitration Association within thirty (30) calendar days from the notification to the Board Secretary that arbitration will be pursued. An impartial arbitrator shall be selected by the American Arbitration Association in accordance 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 new allegations or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.

K. Both parties will be bound by the award of the arbitrator, and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by both parties. All other expenses shall be borne by the party incurring them.

L. Notwithstanding any other provision in this Agreement, the District shall have no obligation to arbitrate any grievance after the expiration of this Agreement. The District, however, shall arbitrate grievances arising during the term of this Agreement for which a timely grievance was filed before the Agreement's expiration.

M. If the Board refuses to arbitrate a grievance arising under this Agreement, the arbitrator appointed or selected according to the above procedure shall proceed on an ex parte basis.

N. If the Association files a notification of intent to proceed to arbitration concerning a grievance, pursuant to the above procedures, and the Board files an action in any court of competent jurisdiction to stay the arbitration, in the event the Board does not prevail in the ultimate court determination and the alleged grievance is directed to an arbitrator for a ruling on its arbitrability and/or its merits, the Board shall reimburse the Association for any and all costs, including attorney fees incurred as a result of participation in the stay proceedings and appeals therefrom. Under such circumstances, in the event the Board does prevail in the ultimate court determination and the alleged grievance is held to be not arbitrable, the Association shall reimburse the Board for any and all costs including attorney fees.

O. If the Association receives an unfavorable arbitration award and appeals such award to the Circuit Court, in the event the Association does not prevail in the ultimate court determination, the Association shall reimburse the Board for any and all costs, including attorney fees incurred by reason of its participation in the initial appeal proceedings and any appeals therefrom. If the Board receives an unfavorable arbitration award and appeals such award to the Circuit Court, and the Board does not prevail in the ultimate court determination, the Board shall reimburse the Association for any and all costs, including attorney fees incurred by reason of participation in the initial appeal proceedings and any appeals therefrom.

P. If any teacher is found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record shall be cleansed of any reference to this action as allowed by law.

Q. The non-renewal of a probationary teacher in accordance with the Michigan Teachers' Tenure Act when non-renewal is solely because of inadequacies in the teacher's professional work shall not be subject to the grievance procedure including arbitration.

ARTICLE 18
INSURANCE PROTECTION

A. The Board shall provide, MESSA PAK for a full twelve (12) month period for the teacher and his/her eligible dependents. The Employer shall sign an Employer Participation Agreement. Teachers not electing the above MESSA PAK A, C or D will select MESSA PAK B and receive at least two hundred dollars ($200) per month. The cash in lieu of insurance payment may be received in cash or applied by the teacher to a qualified tax-deferred annuity per the conditions of this Agreement. Depending on the number of enrollees in PAK B, this monthly payment may vary according to the number of enrollees as follows:

- Up to 6 enrollees $ 200/mo.

- 7 to 10 enrollees $ 300/mo
- 11 or more enrollees $ 400/mo

The Board shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code as mutually agreed. The Employer's contribution to the total cost of MESSA Health PAK A or C inclusive of medical premium and "Health Equity" (HEQ) Health Savings Account (HSA) funding will be adjusted on ~~July 1~~ January 1st of each subsequent year of this contract permitted by Section 3 of the Publicly Funded Health Contribution Act for each subscriber category as published by the Michigan Department of Treasury in compliance with Public Act 152 unless restricted under PERA Section 15b. All other non-health MESSA PAK A, B, and C benefits shall be fully paid by the Board.

The insurance plan(s) may be modified to reduce employee premium contributions after mutual agreement between the Association and the Board per Section D of this article.

Teachers shall contribute any health insurance premium costs by payroll deduction, subject to a Section 125 Plan, in equal bi-weekly amounts. The bi-weekly premium contribution payment amount for each subscriber category will be provided to teachers. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

Following a special open enrollment period in November, teachers may elect to switch to MESSA Health PAK or PAK D. Enrollment to this plan will take effect January 1.

The Employer's "Qualified Section 125 Plan" shall include provisions necessary for pre-tax contributions to employee's HSA accounts administered through HEQ.

Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HEQ HSA up to the maximum amounts allowed by federal law.

If the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in the MESSA ABC PLAN 1, the deductible will automatically adjust to meet the federal minimum requirement.

PAK A For Employees Needing Health Insurance	
Health MESSA Choices	• $1,000/$2,000 Deductible • w/$20 Office Visit • 5 Tier Rx Drug Card
Long Term Disability	• 60% • $3,500 maximum • 90 Calendar Day - Straight Wait • Alcoholism/Drug Addiction - Two (2) year Limitation • Mental/Nervous - Two (2) year Limitation • Freeze on Offsets
Negotiated Life	• $25,000 AD&D
Vision	• MESSA Preferred Vision

Dental	• Delta Dental

PAK C for Employees Needing Health Insurance	
MESSA ABC 1 HSA Plan	• $1650/$3300 HSA • $0 Office Visit • 5 Tier Rx Drug Card • 10% Co-insurance
Long Term Disability	• 60% • $3,500 maximum • 90 Calendar Day - Straight Wait • Alcoholism/Drug Addiction - Two (2) year Limitation • Mental/Nervous - Two (2) year Limitation • Freeze on Offsets
Negotiated Life	• $25,000 AD&D
Vision	• MESSA Preferred Vision
Dental	• Delta Dental

PAK D for Employees Needing Health Insurance	
MESSA ABC 1 HSA Plan	• $1650/$3300 HSA • $0 Office Visit • 5 Tier Rx Drug Card • 0% Co-insurance
Long Term Disability	• 60% • $3,500 maximum • 90 Calendar Day - Straight Wait • Alcoholism/Drug Addiction - Two (2) year Limitation • Mental/Nervous - Two (2) year Limitation • Freeze on Offsets
Negotiated Life	• $25,000 AD&D
Vision	• MESSA Preferred Vision
Dental	• Delta Dental

B. If an employee is absent due to illness or injury contracted or incurred in the discharge of the teacher's employment duties, the insurance coverages provided in this Article shall continue to the benefit of said teacher for the full duration of such illness or injury. The employee is still responsible for all premium costs above the cap.

C. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve-month period commencing July 1 and ending June 30 of each year for all teachers who complete their contractual obligations. If a teacher terminates his/her employment for reasons other than illness or Family Care leave before June, said teacher's subsidy shall terminate on the first of the month following. When necessary, premiums on behalf of the teacher shall be paid retroactively or prospectively to ensure uninterrupted participation and coverage, when authorized by the teacher in writing. The Superintendent or designee shall notify the teacher when such authorization is required. Provisions for repayment to the Board when necessary shall be a part of the teacher's written authorization.

D. During the term of the Agreement, representatives of the Board and Association will meet to investigate improvements or plan changes in insurance coverage provided under this Article. It is understood that the changes in benefit patterns and/or carriers which may result from such investigations may be made only by mutual agreement and without the necessity of reopening this Agreement for renegotiation.

E. The insurance protection provided in this Article shall remain in effect until a successor to this Agreement is ratified and signed unless restricted under PERA Section 15b. The Board may, pursuant to the Publicly Funded Health Insurance Contribution Act, elect either a fixed dollar amount or a percentage of premium option to fund the Association health insurance plan, and will make its determination on an annual basis, as soon as practicable before the start of the next medical benefit plan year. The Board will bargain the impact of its decision on teachers.

ARTICLE 19
MENTOR TEACHER

A. Each teacher in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Administration after consultation with the Association as identified in (Section 1526 of the Revised School Code). 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.

B. Mentor Teachers shall be assigned in accordance with the following:

1. The ultimate and overriding criteria used in selecting a Mentor Teacher will be the candidate's recognition as a teacher skilled in the art and science of teaching with the capability to communicate these two areas.
2. The Mentor Teacher shall be a tenured teacher within the bargaining unit whenever possible.
3. Participation as a Mentor Teacher shall be voluntary
4. The District shall notify the Association of those teachers requiring a mentor assignment.
5. Mentor Teachers and Mentees shall work in the same building and have the same or similar area of certification whenever possible.
6. The Mentee shall be assigned to only one (1) Mentor Teacher at a time.
7. The Mentor Teacher assignment shall be for one (1) year, subject to review by the Administration, Mentor Teacher and Mentee after three (3) months. The appointment may be renewed in succeeding years.
8. Mentor Teachers may have up to three (3) Mentees if mutually desired by the Mentor Teacher and building principal.

C. Because the purpose of the mentor/mentee match is to acclimate the teacher and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential.

D. Upon approval of the building principal, reasonable release time may be made available so the Mentor Teacher may work with the Mentee in his/her assignment during the regular work day and school calendar year. Where possible, the Mentor Teacher and Mentee shall be assigned common preparation time.

E. Mentees shall be provided with a minimum of fifteen (15) days of professional development activities during their first three (3) years of classroom teaching. Professional development shall be scheduled within the parameters of Section 1526 of the Revised School Code and Article 6 of this Agreement.

ARTICLE 20
MISCELLANEOUS PROVISIONS

A. This Agreement shall constitute the full and complete commitments between the parties, and may be altered, changed, added to, deleted from, or modified only through the voluntary consent of the parties in written and signed amendment to this Agreement.

B. All teacher contracts shall be made expressly subject to the terms of this Agreement.

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

D. The Board will maintain a list of substitute teachers at all times. Teachers shall be informed of a telephone number they must call before six thirty (6:30) a.m. to report unavailability to work. Once a teacher has reported unavailability, it shall be the administration's responsibility to arrange for a substitute teacher. It shall be the responsibility of the unavailable teacher to have lesson plans and other helpful material available to the substitute.

E. The Association shall deal with and enforce ethical problems arising under the current National Education Association Code of Ethics.

F. Supervisory teachers of student teachers shall be tenured teachers possessing a minimum of five (5) years of classroom teaching experience who voluntarily accept the assignment. They shall be known as "supervisory master teachers". The parties recognize that "supervisory master teachers" are not supervisors under the Public Employment Relations Act. The "supervisory master teacher" shall file a written report and an evaluation of the student teacher for whom he/she is responsible with the university coordinator and the administration, with a copy to the student teacher, each four (4) weeks. The Board shall disclose the amount of money, if any, received from the university placing the student teacher. Monies made available to the District by the placing university, if any, shall be administered monthly by a joint committee composed of the university coordinator, all "supervisory master teachers", and a representative of the Board, in a manner determined by the majority of the committee. The following areas of appropriate expenditure are suggested: in-service training programs, materials and equipment, released time for permanent staff.

G. The Association agrees to accept student teachers as honorary members during their student teaching period and to include them in all appropriate meetings and activities of the Association.

H. The parties recognize that teachers can make a significant contribution to the improvement of the educational programs of the District. It is recognized that such participation promotes professional improvement and should be considered part of the professional responsibilities of each teacher. The parties hereby express their mutual desire that teachers will voluntarily participate in such activities.

I. Electronic communications

1. The Board is committed to the effective use of technology as a tool to:

2. Enhance the quality of student learning.

3. Enhance communications within the District and between staff and our customers (parents, students).

4. Assist the staff to obtain the educational goals of the District.

5. Increase efficiency of District operations.

6. Computers, electronic mail, communication devices, voice mail, and Internet access provided by the District are to be used primarily for business and educational purposes. Personal use of such equipment should be limited and should not result in any additional expense to the District. Technology or network systems are not to be abused in any way or used in an illegal or unethical manner.

7. The Board will periodically make determinations on whether specific uses of the electronic resources are consistent with the acceptable-use practice of the District.

8. The District reserves the right to review all electronic data, voice mail, and computer files on District owned equipment.

9. Staff members will appropriately supervise students using the District's technology information systems.

J. To encourage staff to maximize the use of technological tools, the Board will provide reasonable training opportunities for teachers at the District's discretion.

K. The District shall provide electronic and print access to the District's policy and procedures manual, and shall provide the Association President with notification of all updates to the manual within ten (10) days of the formal adoption of any change by the Board.

L. The Employer and the Association recognize that an Emergency Manager may be appointed under the Local Fiscal Stability and Choice Act, MCL 141.541 *et. seq*. to reject, modify, or terminate this collective

bargaining agreement. This clause is included in this agreement because it is legally required by state law. The parties did not agree to this provision. By signing this agreement, the Association does not agree or acknowledge that this provision is binding either on the Association or the Employer. The Association reserves the right to challenge this in court.

M. The AEA will submit a list of staff who donated days and updated sick bank days by October 1st of each year.

N. The district will provide an updated copy of the Seniority List by October 1st of each school year that includes years of service in the district and highest degree.

ALCONA EDUCATION ASSOCIATION

President, Connor Hubbard

BOARD OF EDUCATION

President, Chad Spitznagel

Secretary, Erika Rice

Dated this _____day of _____, 20_____.

AEA TEAM:
Connor Hubbard
Rachel Somers
Chelsea Neuenfeldt
Keturah Dellar

BOARD TEAM:

Dan O'Connor
Nicholas Cordes

SCHEDULE A
SALARY SCHEDULE

Beginning the fall of 2025 through the duration of this agreement, all staff When a teacher moves horizontally in the degree columns during the school year, the change will be prorated upon the start of a new semester. Longevity payments will be paid concurrently with bi-weekly (21 or 26 pays) payroll or these payments can be deposited into a board approved 403(b)/457(b) account with the completion of a payroll deduction authorization agreement.

2025/2026									
Steps	**BA**	**MA**	**2 MA / Ed.Sp.**	**PhD**		**BA**	**MA**	**2 MA / Ed.Sp.**	**PhD**
0	$40,000	$41,620	$43,239	$44,860		1	1.0405	1.081	1.1215
1	$41,800	$45,600	$48,000	$50,400		1.045	1.14	1.2	1.26
2	$43,600	$47,600	$50,200	$52,800		1.09	1.19	1.255	1.32
3	$45,600	$49,800	$52,600	$54,800		1.14	1.245	1.315	1.37
4	$47,600	$52,000	$55,200	$57,200		1.19	1.3	1.38	1.43
5	$49,800	$54,400	$58,000	$59,600		1.245	1.36	1.45	1.49
6	$51,200	$55,800	$59,600	$61,200		1.28	1.395	1.49	1.53
7	$52,400	$57,200	$61,200	$63,200		1.31	1.43	1.53	1.58
8	$53,600	$59,000	$62,800	$65,200		1.34	1.475	1.57	1.63
9	$54,800	$60,400	$64,400	$67,200		1.37	1.51	1.61	1.68
10	$56,000	$61,800	$66,000	$69,200		1.4	1.545	1.65	1.73
11	$57,200	$63,200	$67,200	$70,800		1.43	1.58	1.68	1.77
12	$58,400	$64,600	$68,400	$72,400		1.46	1.615	1.71	1.81
13	$59,600	$66,000	$69,600	$74,000		1.49	1.65	1.74	1.85
14	$60,800	$67,400	$70,800	$75,600		1.52	1.685	1.77	1.89
15	$62,000	$68,800	$72,400	$77,200		1.55	1.72	1.81	1.93
16	$63,200	$70,000	$73,600	$78,400		1.58	1.75	1.84	1.96
17	$64,400	$71,200	$74,800	$79,600		1.61	1.78	1.87	1.99
18	$65,600	$72,400	$76,000	$80,800		1.64	1.81	1.9	2.02
19	$66,800	$73,600	$77,200	$82,000		1.67	1.84	1.93	2.05
20	$68,400	$74,800	$78,400	$83,200		1.71	1.87	1.96	2.08
Longevity	**Ending Salary**								
1	$500								
2	$1,000		**Note:**	Individuals will retain their level of longevity for the duration of this contract. All red circled staff will move to step 10 longevity in the first year of the contract and retain that level for the duration of the contract.					
3	$1,500								
4	$2,000								
5	$2,500								

6	$3,000								
7	$3,500								
8	$4,000								
9	$4,500								
10 - Up	$5,000								
2026/2027									
Steps	**BA**	**MA**	**2 MA / Ed.Sp.**	**PhD**		**BA**	**MA**	**2 MA / Ed.Sp.**	**PhD**
0	$40,500	$42,140	$43,781	$45,421		1	1.0405	1.081	1.1215
1	$42,323	$46,170	$48,600	$51,030		1.045	1.14	1.2	1.26
2	$44,145	$48,195	$50,828	$53,460		1.09	1.19	1.255	1.32
3	$46,170	$50,423	$53,258	$55,485		1.14	1.245	1.315	1.37
4	$48,195	$52,650	$55,890	$57,915		1.19	1.3	1.38	1.43
5	$50,423	$55,080	$58,725	$60,345		1.245	1.36	1.45	1.49
6	$51,840	$56,498	$60,345	$61,965		1.28	1.395	1.49	1.53
7	$53,055	$57,915	$61,965	$63,990		1.31	1.43	1.53	1.58
8	$54,270	$59,738	$63,585	$66,015		1.34	1.475	1.57	1.63
9	$55,485	$61,155	$65,205	$68,040		1.37	1.51	1.61	1.68
10	$56,700	$62,573	$66,825	$70,065		1.4	1.545	1.65	1.73
11	$57,915	$63,990	$68,040	$71,685		1.43	1.58	1.68	1.77
12	$59,130	$65,408	$69,255	$73,305		1.46	1.615	1.71	1.81
13	$60,345	$66,825	$70,470	$74,925		1.49	1.65	1.74	1.85
14	$61,560	$68,243	$71,685	$76,545		1.52	1.685	1.77	1.89
15	$62,775	$69,660	$73,305	$78,165		1.55	1.72	1.81	1.93
16	$63,990	$70,875	$74,520	$79,380		1.58	1.75	1.84	1.96
17	$65,205	$72,090	$75,735	$80,595		1.61	1.78	1.87	1.99
18	$66,420	$73,305	$76,950	$81,810		1.64	1.81	1.9	2.02
19	$67,635	$74,520	$78,165	$83,025		1.67	1.84	1.93	2.05
20	$69,255	$75,735	$79,380	$84,240		1.71	1.87	1.96	2.08
Longevity	**Ending Salary**								
1	$500								
2	$1,000		**Note:**	Individuals will retain their level of longevity for the duration of this contract.All red circled staff will move to step 10 longevity in the first year of the contract and retain that level for the duration of the contract. For this salary schedule a loyalty incentive of 2% of BA Step 0 will be paid to teachers with 25+ years of service to the District.					
3	$1,500								
4	$2,000								
5	$2,500								
6	$3,000								
7	$3,500								

8	$4,000								
9	$4,500								
10 - Up	$5,000								
2027/2028									
Steps	**BA**	**MA**	**2 MA / Ed.Sp.**	**PhD**		**BA**	**MA**	**2 MA / Ed.Sp.**	**PhD**
0	$41,000	$42,661	$44,321	$45,982		1	1.0405	1.081	1.1215
1	$42,845	$46,740	$49,200	$51,660		1.045	1.14	1.2	1.26
2	$44,690	$48,790	$51,455	$54,120		1.09	1.19	1.255	1.32
3	$46,740	$51,045	$53,915	$56,170		1.14	1.245	1.315	1.37
4	$48,790	$53,300	$56,580	$58,630		1.19	1.3	1.38	1.43
5	$51,045	$55,760	$59,450	$61,090		1.245	1.36	1.45	1.49
6	$52,480	$57,195	$61,090	$62,730		1.28	1.395	1.49	1.53
7	$53,710	$58,630	$62,730	$64,780		1.31	1.43	1.53	1.58
8	$54,940	$60,475	$64,370	$66,830		1.34	1.475	1.57	1.63
9	$56,170	$61,910	$66,010	$68,880		1.37	1.51	1.61	1.68
10	$57,400	$63,345	$67,650	$70,930		1.4	1.545	1.65	1.73
11	$58,630	$64,780	$68,880	$72,570		1.43	1.58	1.68	1.77
12	$59,860	$66,215	$70,110	$74,210		1.46	1.615	1.71	1.81
13	$61,090	$67,650	$71,340	$75,850		1.49	1.65	1.74	1.85
14	$62,320	$69,085	$72,570	$77,490		1.52	1.685	1.77	1.89
15	$63,550	$70,520	$74,210	$79,130		1.55	1.72	1.81	1.93
16	$64,780	$71,750	$75,440	$80,360		1.58	1.75	1.84	1.96
17	$66,010	$72,980	$76,670	$81,590		1.61	1.78	1.87	1.99
18	$67,240	$74,210	$77,900	$82,820		1.64	1.81	1.9	2.02
19	$68,470	$75,440	$79,130	$84,050		1.67	1.84	1.93	2.05
20	$70,110	$76,670	$80,360	$85,280		1.71	1.87	1.96	2.08
Longevity	**Ending Salary**								
1	$500								
2	$1,000		**Note:**	Individuals will retain their level of longevity for the duration of this contract. All red circled staff will move to step 10 longevity in the first year of the contract and retain that level for the duration of the contract.For this salary schedule a loyalty incentive of 2% of BA Step 0 will be paid to teachers with 25+ years of service to the District.					
3	$1,500								
4	$2,000								
5	$2,500								
6	$3,000								
7	$3,500								
8	$4,000								
9	$4,500								

10 - Up	$5,000								

SCHEDULE B
CALENDAR AGREEMENT

Exceptions to this calendar agreement are permitted through negotiation of the annual calendars by the Association and the Board.

Starting Date: The first teacher day shall be one or two days in the week before the first student day as determined by mutual agreement of the Association and the Board.

The first student day will be determined by the Board.

Safety Day: November 15, when this date falls on a weekday, shall be a day off, unless changed by mutual agreement.

Thanksgiving: Thanksgiving Day and the day following shall be days off.

Christmas: Will follow the ESD calendar or additional days as agreed

Easter: Good Friday shall be a day off, unless changed by mutual agreement.

Spring Break: Will follow the ESD calendar or additional days as agreed

Memorial Day: The Monday observed as Memorial Day under present law shall be a day off.

Closing Date: The last day of session for students shall be computed by the number of days and hours required by law to meet student contact hours, including the first day of session established above; the last duty day for teachers shall be 1/2 day of records on the next following weekday after the last student/professional development day.

Miscellaneous: The length of marking periods will be as equally distributed as possible.

Parent-Teacher Conferences: A minimum of 9 hours during the school year of Parent-Teacher Conferences will be conducted and held following the end of each of the 1st and 2nd marking periods. Schedule will be made to reflect the needs of each building and by mutual agreement between the Association and the District. When extra hours are required, compensation at the rate of $35 per hour, up to 5 extra hours, can be scheduled with advanced approval by administration.

Records Day: One-half (1/2) day for teachers following the last student/professional development day of the 1st Semester and 2nd Semester.

Progress Reports: Progress reports will be filed on all students each marking period as mutually determined by the Association and administration at the beginning of each semester, and at any time thereafter as the individual teacher may deem appropriate.

Professional Development Days: Each professional development day consists of time equivalent to a student contact day as mandated by the state. Individual buildings may plan a professional development activity that would be mutually agreed on.

Teachers will be surveyed in the spring each year to determine relevant training needs for teachers and disciplines for the next school year.

Open House: One open house will be scheduled for each building prior to October 1st. Staff must attend this event. A professional development day will be reduced by one hour to accommodate for attendance at open house.

Scheduled professional development dates may be changed, by mutual agreement, to allow District participation in AMAESD sponsored professional development activities.

SCHEDULE C
SCHEDULE OF PAY FOR EXTRA-CURRICULAR DUTIES

Non-bargaining unit employees can be compensated at a rate less than the bargaining unit pay scale as listed below, but shall not receive compensation greater than the bargaining unit pay scale for these positions. It is desired that head coaches have input in the hiring of assistant coaches. Creating additional and/or filling the positions below will remain at the administration's discretion with approval from the AEA President and be reevaluated on at least an annual basis.

25/26	26/27	27/28
40,000	40,500	41,000
4,800.00	4,860.00	4,920.00

Schedule C Base is calculated as 12% of the salary scale. Schedule C positions will receive an additional 0.5% rate increase each contract year for the duration of this agreement based on the Schedule C base.

Below are the starting rates of pay for employees hired after July 1, 2025. The percentages are based on schedule C base.

			Starting Rates		
Athletic Positions		**Percentage of Base**	**25/26**	**26/27**	**27/28**
1	Athletic Director	94.00%	4,512.00	4,568.40	4,624.80
2	Athletic Coordinator	78.00%	3,744.00	3,790.80	3,837.60
3	Head Football Coach	78.00%	3,744.00	3,790.80	3,837.60
4	First Assistant - JV Coach	55.00%	2,640.00	2,673.00	2,706.00
5	2nd Assistant Football Coach	55.00%	2,640.00	2,673.00	2,706.00
6	3rd Assistant Football Coach	55.00%	2,640.00	2,673.00	2,706.00
7	Head Basketball Coach(es)	78.00%	3,744.00	3,790.80	3,837.60
8	First Assistant - JV Coach(es)	55.00%	2,640.00	2,673.00	2,706.00

9	2nd Assistant Basketball Coach	39.00%	1,872.00	1,895.40	1,918.80
10	3rd Assistant Basketball Coach - 8th Grade	39.00%	1,872.00	1,895.40	1,918.80
11	4th Assistant Basketball Coach - 7th Grade	39.00%	1,872.00	1,895.40	1,918.80
12	Head Baseball Coach	63.00%	3,024.00	3,061.80	3,099.60
13	JV / 1st Assistant Baseball Coach	39.00%	1,872.00	1,895.40	1,918.80
14	Baseball Assistant (only if JV)	32.00%	1,536.00	1,555.20	1,574.40
15	Head Softball Coach	63.00%	3,024.00	3,061.80	3,099.60
16	JV / 1st Assistant Softball Coach	39.00%	1,872.00	1,895.40	1,918.80
17	Softball Assistant (only if JV)	32.00%	1,536.00	1,555.20	1,574.40
18	Head Track Coach	63.00%	3,024.00	3,061.80	3,099.60
19	High School Assistant Track Coach 1	32.00%	1,536.00	1,555.20	1,574.40
20	High School Assistant Track Coach 2	32.00%	1,536.00	1,555.20	1,574.40
21	Middle School Head Track Coach	39.00%	1,872.00	1,895.40	1,918.80
22	Middle School Assistant Track Coach	32.00%	1,536.00	1,555.20	1,574.40
23	Varsity/JV Cheerleading Coach Fall	32.00%	1,536.00	1,555.20	1,574.40
24	Varsity/JV Cheerleading Coach Winter	32.00%	1,536.00	1,555.20	1,574.40
25	Head Volleyball Coach	63.00%	3,024.00	3,061.80	3,099.60
26	JV Volleyball Coach	47.00%	2,256.00	2,284.20	2,312.40
27	Middle School Volleyball Coach 8th Grade	39.00%	1,872.00	1,895.40	1,918.80
28	Middle School Volleyball Coach 7th Grade	39.00%	1,872.00	1,895.40	1,918.80
29	Golf Head Coach	47.00%	2,256.00	2,284.20	2,312.40
30	Soccer Coach	55.00%	2,640.00	2,673.00	2,706.00
31	Cross Country High School	47.00%	2,256.00	2,284.20	2,312.40
32	Cross County Middle School	32.00%	1,536.00	1,555.20	1,574.40

33	Bowling Boys Coach	32.00%	1,536.00	1,555.20	1,574.40
34	Bowling Girls Coach	32.00%	1,536.00	1,555.20	1,574.40
35	Wrestling Head Coach	63.00%	3,024.00	3,061.80	3,099.60
36	Wrestling 1st Assistant Coach	32.00%	1,536.00	1,555.20	1,574.40
37	Concessions Coordinator	32.00%	1,536.00	1,555.20	1,574.40

Note: All staff involved in secondary athletics shall be directly responsible to the Athletic Director. Staff involved in spectator bus supervision shall be directly responsible to the Secondary Principal.

All staff covered in Section B shall be directly responsible to the High School Principal.

Secondary Positions (6-12)		**Percentage of Base**	**25/26**	**26/27**	**27/28**
1	Yearbook Advisor	32.00%	1,536.00	1,555.20	1,574.40
2	High School Student Council Advisor	47.00%	2,256.00	2,284.20	2,312.40
3	Building Improvement Team	16.00%	768.00	777.60	787.20
4	National Honor Society	32.00%	1,536.00	1,555.20	1,574.40
5	Junior National Honor Society	32.00%	1,536.00	1,555.20	1,574.40
6	Knowledge Bowl Advisor	32.00%	1,536.00	1,555.20	1,574.40
7	FFA Advisor	78.00%	3,744.00	3,790.80	3,837.60
8	Close Up	32.00%	1,536.00	1,555.20	1,574.40
9	Robotics - High School Team	63.00%	3,024.00	3,061.80	3,099.60
10	Robotics - Middle School Team	32.00%	1,536.00	1,555.20	1,574.40
11	School Store	28.00%	1,344.00	1,360.80	1,377.60
12	Ski Club Advisor	21.00%	1,008.00	1,020.60	1,033.20
13	E Sports Coach	28.00%	1,344.00	1,360.80	1,377.60
14	Foreign Language Advisor	32.00%	1,536.00	1,555.20	1,574.40
15	61B Dual Enrollment Lead	42.00%	2,016.00	2,041.20	2,066.40
16	61B Dual Enrollment Assistant	11.00%	528.00	534.60	541.20
17	Open Woodshop	32.00%	1,536.00	1,555.20	1,574.40
18	FFA Assistant	55.00%	2,640.00	2,673.00	2,706.00

19	Ag 20 - 25		Hourly Rate	Hourly Rate	Hourly Rate
20	Shooting Sports Club	28.00%	1,344.00	1,360.80	1,377.60

All staff covered in Section C shall be directly responsible to the Elementary Principal.

Elementary Positions (Pre-K - 5)		**Percentage of Base**	**25/26**	**26/27**	**27/28**
1	Building Improvement Team	16.00%	768.00	777.60	787.20
2	Title I Coordinator	16.00%	768.00	777.60	787.20
3	Leadership Team Advisor	16.00%	768.00	777.60	787.20
4	Robotics - Elementary Team	16.00%	768.00	777.60	787.20

District Wide Positions (Pre-K - 12)		**Percentage of Base**	**25/26**	**26/27**	**27/28**
1	Special Education Coordinator	16.00%	768.00	777.60	787.20
2	Mentor	9.00%	432.00	437.40	442.80
3	Guidance	16.00%	768.00	777.60	787.20
4	District Improvement Team	16.00%	768.00	777.60	787.20
5	Music Director	71.00%	3,408.00	3,450.60	3,493.20
6	Technology Improvement Team	4.00%	192.00	194.40	196.80

E. Extra-curricular duty assignments shall be available, on a voluntary basis, to qualified teachers as defined in Article 1, Section A of this Agreement. If no qualified teacher will voluntarily accept a given assignment, such assignment may then be made available to qualified persons who are not bargaining unit employees. Continuing assignments shall be confirmed not later than July 1 of each year. It is the mutual desire of the Board and the Association that the Schedule C positions be filled by teachers. However, if a position is appointed to a non-unit employee, the administration may replace a non-staff person with an interested new or existing teacher of equal or better qualifications as determined by the Board. Written notification of non-renewal of the assignment should be provided by July 1 of each year.

F. If positions are no longer required, and are currently held by teachers, the teacher will be notified before July 1 of the school year that the position will no longer be used. If the position is vacant, the District may elect not to post and fill the position.

G. Any incumbent of an extracurricular position may be removed for any violation of Board policy, regulation, or any action which brings discredit to the District.

SCHEDULE D
GRIEVANCE REPORT FORM

Alcona Education Association M.E.A. N.E.A ALCONA COMMUNITY SCHOOLS

Grievance #: Building:

Name of Grievant: Assignment:

Date Filed:

Step One

Date cause of grievance occurred:

Statement of Grievance:

Relief Sought:

Signature: Date:

Disposition by Principal:

Signature: Date:

Position of grievant and/or Association:

****See attached sheets if additional space is necessary
****Submit to Principal in Duplicate.

1 OF 4

Step Two - **GRIEVANCE REPORT FORM**

Date received by Superintendent or designee:

Disposition of Superintendent or designee:

Signature: Date:

Position of grievant and/or Association:

Signature: Date:

****See attached sheets if additional space is necessary 2 OF 4

Step Three - **GRIEVANCE REPORT FORM**

Date received by the Board of Education or designee:

Disposition by the Board of Education or designee:

Signature: Date:

Position of grievant and/or Association:

Signature: Date:

****See attached sheets if additional space is necessary 3 OF 4

Step Four - Other Legal Action **GRIEVANCE REPORT FORM**

Date Submitted:

Disposition:

Signature: Date:

Distribution of Form:

- ☐ Superintendent
- ☐ Principal
- ☐ Association
- ☐ Teacher

****See attached sheets if additional space is necessary 4 OF 4

SCHEDULE E-1

ALCONA COMMUNITY SCHOOLS DISTRICT

Previous Tenure_____

CONTRACT OF EMPLOYMENT
(Probationary - Teacher)

Year:_____

Step:_____

In consideration of the mutual covenants hereinafter contained, it is hereby agreed between the Board of Education of Alcona Community Schools District of Harrisville, Michigan, hereinafter called the "Board" and _____, hereinafter called the "Teacher".

1. That this individual contract is made pursuant to and subject to the terms and conditions of the Collective Agreement between the Alcona Education Association and the Board, and the Board of Education policies, including but not limited to those policies pertaining to reduction, recall, and discipline of teachers which may result in termination of employment during the term of this contract.

2. That said Teacher is employed and hereby agrees to teach in said school district as a teacher for the 20__-20__ school year which shall consist of no more than _____ contractual days.

3. That said Board shall pay said Teacher for teaching duties and for the listed extra duties (if any) as per the Collective Agreement: (List each duty and amount paid for same)

	20___20___ Agreement	20___20___ Schedule C Agreements
Teaching Salary		
Total Compensation		

Said compensation (Schedule A) shall be paid in equal installments, the first payment to be made by the second Friday after teachers report for duty, with subsequent payments to be made bi-weekly. Extra-curricular duty compensation (Schedule C) payment shall be paid after said duties have been completed in whole.

Please indicate number of equal payments — 21 or 26.

It is understood by the parties that any part of this contract relating to extra-curricular assignments shall have a non-tenure status.

4. That said Teacher is hereby retained on a probationary basis, as defined in the Michigan Teacher Tenure Act (Act No. 4 of the Public Acts of 1937, extra session, as amended).

IN WITNESS WHEREOF, the Board has caused this contract to be executed in duplicate by its Superintendent of Schools, and the Teacher has executed this contract this _____ day of _____, 20__.

Teacher

Superintendent of Schools
Alcona Community Schools
Board of Education

SCHEDULE E-2

ALCONA COMMUNITY SCHOOLS DISTRICT Step_____

CONTRACT OF EMPLOYMENT
(Tenure - Teacher)

In consideration of the mutual covenants hereinafter contained, it is hereby agreed between the Board of Education of Alcona Community Schools District of Harrisville, Michigan, hereinafter called the "Board" and _____, hereinafter called the "Teacher".

1. That this individual contract is made pursuant to and subject to the terms and conditions of the Collective Agreement between the Alcona Education Association and the Board, the Board of Education policies, including but not limited to those policies pertaining to reduction, recall, and discipline of teachers which may result in termination of employment during the term of this contract.

2. That said Teacher is employed and hereby agrees to teach in said school district as a teacher for the 20__-20__ school year which shall consist of no more than _____ contractual days.

3. That said Board shall pay said Teacher for teaching duties and for the listed extra duties (if any) as per the Collective Agreement: (List each duty and amount paid for same)

	20___20___ Agreement	20___20___ Schedule C Agreements
Teaching Salary		
Total Compensation		

Said compensation (Schedule A) shall be paid in equal installments, the first payment to be made by the second Friday after teachers report for duty, with subsequent payments to be made bi-weekly. Extra-curricular duty compensation (Schedule C) payment shall be paid after said duties have been completed in whole. It is understood by the parties that any part of this contract relating to extra-curricular assignments shall have a non-tenure status.

Please indicate number of equal payments — 21 or 26.

4. That said Teacher is hereby retained as a tenure teacher, as defined in the Michigan Teacher Tenure Act (Act No. 4 of the Public Acts of 1937, extra session, as amended).

IN WITNESS WHEREOF, the Board has caused this contract to be executed in duplicate by its Superintendent of Schools, and the Teacher has executed this contract this _____ day of _____, 20__.

_____ _____

Teacher

Superintendent of Schools
Alcona Community Schools
Board of Education

SCHEDULE F
AGREEMENT WITH JOB SHARING PARTICIPANTS

Employment conditions for participants in the Job Sharing Program are as follows:

1. The Job Sharing agreement will be for a contractual year (as noted below). In order to continue in the program, the employee(s) must reapply for the next contractual year.

2. The employee reserves the right to return to full-time service the following year.

3. The District and the employee(s) shall establish the daily work schedule.

4. Reimbursement shall consist of the prorated payment of salary, retirement and insurance premiums. Proration of salary and benefits shall be at the same fraction as that worked.

_____
School year

_____ _____
Percentage of time worked Name

_____ _____
Job Sharing Partner Placement

The conditions as outlined above are acceptable.

_____ _____
Date Board of Education

_____ _____
Date Employee

_____ _____
Date President of Alcona E.A.

SCHEDULE G
PROCEDURE FOR REQUESTING PERSONAL LEAVE

To streamline the process and eliminate the need for paper forms, staff will now follow the steps below when requesting a personal day:

Step 1: Submit Personal Day Request in the Absence Management System

- Log into the district's designated absence management system.
- Enter the date(s) you intend to use as personal day(s).
- Ensure the absence type is selected as Personal Leave.
- Submit the request for approval.

Step 2: Notify Your Supervisor

- Inform your building supervisor of your intended personal day(s) after submitting the request in the system.
- Staff are expected to make best faith efforts to secure their own substitute.
- Notification may be in person, by email, or through the system if supervisor alerts are enabled.

Step 3: Supervisor Acknowledgement

- The supervisor will review and acknowledge the request within the system or via direct communication.
- If there are any concerns about coverage or scheduling, your supervisor may follow up with you.

Step 4: District Office Processing

- Once approved, the request will be visible to the District Office for final tracking and payroll purposes.
- No further action is needed unless contacted.