# MASTER AGREEMENT
# July 1, 2024 - June 30, 2027



## Superior Central School
## and
## Superior Central EducationAssociation
## UPE A/MEA /NEA

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## AGREEMENT

The Agreement is entered into this 1st day of July 2024, between the School District of Superior Central, hereinafter called the "Board," and the Superior Central Education Association, hereinafter called the "Association."

This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to, or inconsistent with, its terns. All future individual teacher contracts shall be made expressly subject to the terns of this Agreement. The provisions of the Agreement shall be incorporated into, and be considered part of, established policies of the Board.

## WITNESSETH

The Board and the Association have a statutory obligation pursuant to Act 379 of the Michigan Public SchoolsAct of 1965 to bargain with respect to hours, wages, terms, and conditions of employment.

The parties, following negotiations, have reached certain agreement; they are as follows:

## ARTICLE I - RECOGNITION

A. The Board recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all certified teachers, librarians, and counselors, but excluding substitutes, supervisory and executive personnel, office, clerical, maintenance, operating employees, and all others employed by the Board.

B. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit as above defined.

C. The Board agrees not to negotiate with any teachers' organization other than the Association as long as the recognition set forth in paragraph A is in force for the Duration of the Agreement. This in no way precludes that an individual teacher could not present a grievance and having said grievance adjusted without intervention of the bargaining representative provided that the adjustment is consistent with the terms of the Agreement and provided that the bargaining representative has been given an opportunity to be present if the proposed adjustment falls within the terms of this Agreement.

## ARTICLE II - ASSOCIATION RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every certified teacher under contract shall have the right to freely join, organize, and support the Association except as provided in Article XVI for the purpose of engaging in collective bargaining or any other activities for mutual aid and protection. Further it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association, his/her participation in any lawful activities of the Association or collective negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board unless it affects or impacts the Employer, the Employer/employee relationship, or the teacher's overall ability to perform his/her job.

C. The Association shall have the right to use school facilities, excluding administrative offices, for meetings at such hours that do not interfere with the regular program of the school or any other activities that have been previously scheduled and approved by the Board or its representatives.

D. The Board agrees to furnish to the Association upon written request available information concerning the financial resources of the District and tentative budgets. Also, any information which may be necessary for the Association to process any grievance.

E. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from review. The administrator shall in the presence of the teacher's authorized representative remove these credentials and confidential reports from the file prior to a review of the file by the teacher.

F. All communications including but not limited to evaluation, commendation, and complaints directed toward the teacher which are included in the personnel file shall be called to the teacher's attention at the time of inclusion. The teachers may make addendums to any items prior to their inclusion up to three (3)8 $^{1}$/2 x 11 pages.

G. A teacher shall be entitled to have present a representative of the local Association when he/she is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance. The teacher shall be informed of the meeting

and its purpose prior to its scheduling. 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. If the severity of the offense warrants, an MEA state representative may be in attendance upon the request of the member.

H. Any case of alleged assault upon a teacher while in performance of his/her duties will be promptly reported to the Board and its designated representative. If the alleged assault was by a pupil, the alleged assault will be promptly investigated by the Superintendent and principal. These persons, after a fair and impartial hearing has been held with the student and his/her parents/guardian, shall determine a suitable punishment for the assaulting pupil. This decision will be communicated to the teacher concerned. If the assault is by an adult person who is not a pupil, the Board will promptly report this incident to the proper law enforcement authorities.

I. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property of pupils and the Board but shall not be responsible for loss or damage of any such property when such loss or damage is not due to negligence of the teacher. Negligence is to be defined as failure to exercise the care which situations or circumstance demand.

J. Any written complaint by parents of a student shall be promptly called to the teacher's attention. The Board shall not hear any complaint unless presented in writing.

K. No teacher shall be disciplined (including warnings, reprimands, suspensions, reduction in rank or professional advantage, discharges, or other actions of a disciplinary nature) without just cause. The specific grounds forming the basis for disciplinary action will be made available to the teacher and the Association in writing.

L. The Association will be granted ten (10) days of leave each year without loss of an individual's pay, benefits, or leave time to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association for meetings, workshops, etc. relating to Association business. The Association agrees to reimburse the District for the cost of substitute teachers.

## ARTICLE III - ASSOCIATION AND TEACHER RESPONSIBILITIES

A. It is the responsibility of the Association and its representatives and its members to honor Board policiesand administrative regulations which are not in violation of this contract.

B. Association agents who are not employees of the District shall honor Board policy by securing permission of the administrator before contacting local members of the Association during school hours.

C. A11 teachers agree to notify the Board as soon as possible of their intention to continue or terminate employment with the District.

## ARTICLE IV - BOARD OF EDUCATION RIGHTS

A. Except where limited by this Agreement, the Board on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself with limitations all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by Jaw and the Constitution of the State of Michigan and of the United States including, but without limiting the generality of the foregoing, the following rights:

1. To execute management and administrative control of the school system and all its properties and facilities and activities of its employees while such employees are on duty.

2. To hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotion and to promote and transfer all such employees.

3. To establish grades and courses of instruction including special programs and to provide for recreational and social events for students, all as deemed necessary or advisable by the Board.

4. To approve the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aides of every kind and nature.

5. To determine class schedules, hours of instruction, and all the duties, responsibilities, and assignments, of teachers and other employees with respect thereto and conditions of employment.

6. Days and/or hours required by the state to be made up shall be made up at the end of the school year. Mutual agreement between the parties shall be required if the hours/days are to be made up at another time. The starting date will be set by the Board of Education.

B. The exercise of the foregoing powers, rights, authority, duties, rules, and responsibilities of the Board; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms thereof are in conformance withthe Constitution and the laws of the United States and the State of Michigan.

C. Nothing contained herein shall be considered to deny or restrict the Board or the employee of their rights, responsibilities, and authority under the Michigan General School Laws or regulations as they pertain to education. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

## ARTICLE V - LEAVE TIME

At the beginning of each school year each teacher shall be credited with fourteen (14) days of leave time. Five (5) leave days may be used by employees for personal leave. The total allowable personal leave days that may be taken in a single year is five (5). Unused personal days may be accumulated as sick days. If an employee is approved for more than five (5) in a school year, the additional days will be approved without pay. The salary reduction will be made on the employee's last paycheck of the school year. The daily rate is calculated by dividing the teacher's salary by the number of days in the school calendar.

Teachers may use their leave in one (I) hour segments. If a half day (3.75 hours) or full day (7.5 hours) sub is not needed, the teacher must get approval from their supervisor, arrange for their own coverage, and tum the hourly leave slip into the Business Manager. The leave slip must be signed by the teacher and their supervisor. (One hour will equal .13 of a day, etc.) Fractions will be adjusted accordingly when the length of the day changes.

A half day (1/2) shall be considered teacher lunch.

A. Sick Leave

1. Personal Illness or Disability - The teacher may use all or any portion of his/her sick leave to recover from his/her own illness or disability.

2. Death in the Immediate Family -The teacher may take a maximum of five (5) sick days per death at the time of the death. Immediate family shall be interpreted as mother, father, husband, wife, grandparents, grandchild, child, sister, arid brother of teacher and/or his/her spouse. One (1) of these days must be the funeral day.

3. Other Deaths - The teacher may take one (1) sick leave day per death to attend the funeral of any personal friend or distant relative.

4. Medical or Nursing Care - The teacher may take one (I) sick leave day to make arrangements for medical or nursing care for a member of his/her immediate family.

5. Emergency Leave -Teachers may use up to ten (10) of his or her sick leave days for emergency leave. This number may be increased at the discretion of the building principal. Emergency leave may be used for accidents or major illness in the teacher's immediate family.

6. Leave Bank

   a. At the beginning of the school year each newly employed teacher shall contribute two (2) days of leave allowance to a common leave bank. Part-time employees shall donate the equivalent leave days on a prorated basis. A committee of three (3) persons from the association shall administer the leave bank. The Association shall select the three (3) representatives. This committee shall adopt reasonable rules and regulations which shall govern the bank.

   b. Teachers who have exhausted their accumulated leave may petition this committee for additional leave days from the bank. This petition must be supported by the statement of a physician. In no case will a teacher be paid leave for more than the number of working days specified in the current contract year.

   c. The bank shall be replenished with one (1) day from each member teacher when the number of days remaining in the bank equals the number of teachers in the system.

B. Personal Leave

1. Four (4) leave days may be used by employees for personal leave. Unused personal leave days may be accumulated as sick leave days. These days will be taken at the discretion of the teacher subject to the following conditions:

   a. The teacher shall give at least three (3) days' notice except in cases of emergency.

   b. Four (4) leave days may be used by employees for personal leave. In the case of multiple year contracts, the total allowable personal leave days that may be taken in a single year is five (5), with a total of eight (8) for the duration of the contract. Unused personal leave days may be accumulated as sick days.

   c. Personal leave days shall be issued on a first come, first-serve basis.

2. As long as a substitute teacher is available, a personal leave day may be granted for the day preceding or the day following holidays or vacations except the first and last day of the school year. Personal leave days may not be used the first and last day of the school year or the day preceding or following holidays or vacations without permission of the Superintendent.

## ARTICLE VI - LEAVES OF ABSENCE

A. Leaves without pay exceeding ten (10) scheduled work days shall result in the employee being responsible for the prorated cost of benefits. Such payment to be made through payroll deduction or by cash in advance. Leaves of absence without pay may be granted by the Board upon written request and application for the following:

1. Education
2. Child Care
3. Public Office
4. Other Special Consideration
5. Military Leave

The conditions of the leave shall be in writing with a copy provided to the Association. Notice of intention to return from a leave shall be provided to the Board sixty (60) days prior to the end of the leave by certified mail.

B. Leave of absence with pay not chargeable against the teacher's sick leave shall be granted for court appearances as a witness in any case connected with the teacher's employment or the school.

C. Leave of absence with pay not chargeable against the teacher's sick leave upon written request may be granted for the following professional purposes:

1. Visitation to view other instructional techniques or programs, conferences, workshops, seminars conducted by colleges and universities, or other recognized educational conferences but excluding those related to labor relations.

2. The teacher shall file with the administration a report on the activities of the conference or meeting with recommendations, if any, for use by the teacher and by the Board.

3. Expenses will be allowed for attending professional meetings and conferences.

4. Requests for permission to attend professional activities shall be approved by the Superintendent or his/her designee. In the case that the request is not approved, the Superintendent or his/her designee will submit to the applicant written reasons for the denial.

D. Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter shall be paid the difference between the daily remuneration and the teacher's daily salary excluding mileage. This shall not apply to personal issues involving the employee and/or his/her immediate family. Immediate family shall be interpreted as mother, father, husband, wife, grandparents, child, sister and brother of the teacher and/or his/her spouse.

E. Any regular employee who is conscripted into the Armed Services of the United States for training and service sha11 be granted a military leave. He/she shall be reinstated in his/her position in this school system with full credit on the salary schedule for the years of conscripted military service. The reinstatement shall begin the September following his/her release from service.

F. Leaves of absence for the purpose of attending labor relations workshops may be granted upon written request, and the Association shall bear all expenses incurred including but not limited to substitute teacher's pay, regular teacher's salary, and workshop fees.

G. To the extent required by the Family Medical Leave Act, an eligible bargaining unit member shall be granted leave and other rights specified by that law. When leave is taken by an eligible bargaining unit member under Family Medical Leave Act, the Employer shalt likewise enjoy all rights afforded it by that law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the Family Medical Leave Act, including Employer and eligible bargaining unit member rights and responsibilities, shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency.

## ARTICLE VII - TEACHING HOURS

A. The teachers' normal teaching hours in the schools shall be as follows:
Teachers must be at assigned place of duty at least fifteen (15) minutes before first class begins. After lunch teachers must be at assigned place of duty before class begins. Teachers may leave twenty (20) minutes after the end of the school day. Adjustments, requested by a teacher, to the arrival and departure times may be approved by administration.

B. For the duration of this contract, unless mutually agreed upon, noon-hour and playground supervision will beprovided by the school district.

C. All extracurricular duties will be on a voluntary basis. Extracurricular duties are to be defined as those dutieswhich are associated with activities scheduled for times other than when school is normally in session.

1. Faculty meetings and committee meetings scheduled for times when faculty members would not normally be present are not to exceed more than one (1) hour and fifteen (15)

minutes beyond the end of the student day or one (1) hour prior to the beginning of the student day.

2. Attendance at faculty meetings called by the administration will be mandatory provided that notice of such meetings is given forty-eight (48) hours in advance. Employees will not be required to attend more than three (3) meetings monthly nor more than twenty-one (21) meetings in a school year. Meetings called by the administration with parents will be counted as part of this requirement.

3. Parent Teacher Conferences shall be held twice per year. The first one following the first marking period and the second mid-way into the third marking period.

4. Attendance is mandatory for all District scheduled professional development meetings unless excused with the Superintendent's approval.

D. The principal shall apportion non-teaching duties on a fair and equitable basis. Non-teaching duties are to be defined as those duties which are performed during the normal school hours.

E. Teachers shall be provided a telephone number they must call or a website they must login to before 6:30 a.m. to report unavailability for work.

F. Teachers shall be scheduled for a duty-free lunch period.

G. Teachers shall be scheduled for prep time each week for a minimum 225 minutes.

H. All pupils are entitled to be taught by teachers who are working within their area of expertise. It is understoodand agreed that to be qualified a teacher must also meet all applicable standards for a "highly qualified" teacher under the No Child Left Behind Act and the Michigan definition for identifying "highly qualified" teachers as approved by the State Board of Education.

I. All teachers tasked with an extra duty during their prep time (such as, but not limited to, covering an unfilled absence or attending an IEP meeting) shall be compensated their hourly rate. Teachers shall submit a compiled list of coverage to the business manager. Compensation will be paid in the pay period following submission.

## ARTICLE VIII - TEACHING CONDITIONS

A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.

B. The Board recognizes that appropriate texts, equipment, audiovisual equipment, art supplies, athletic equipment, shop equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. However, all orders for films and other visual aids must be approved by the building principal.

C. The Board shall review promptly all joint decisions thereon made by the Superintendent and the Association. The Board agrees at all times to keep the school reasonably and properly equipped and maintained.

D. Under no condition shall a teacher be required to drive a school bus as part of his/her regular employment. However, a teacher may if he/she desires request such employment.

E. The Board shall maintain facilities available in each school regarding restrooms exclusively for teachers' use and the faculty lounge in which smoking shall not be permitted.

F. When students are not in attendance due to weather conditions, the professional staff shall not be required to be in attendance.

G. Staff members, by setting examples in personal conduct and in manner of dress, are to promote in every possible way a proper school atmosphere. Personal grooming is to reflect the high standards of the teaching profession.

H. Teacher Certification. The hiring of certified teachers is mandated by the State Board of Education. The school that does not follow the regulations will be penalized.

I. Forms shall be made available to each teacher for requisitioning classroom supplies and materials.

J. The school district shall be entitled to reschedule any student instruction days or hours lost. By way of example, but not limitation, for reasons such as severe storms, mechanical breakdowns, employee strikes, fires, and epidemics or health conditions. (Refer to Article IV, A-6). Such rescheduling shall not affect nor otherwise require an adjustment of salary, compensation, or other benefits provided within this collective bargaining agreement.

K. The rescheduling of such days or hours shall not entitle employees to additional compensation or benefits.

# ARTICLE IX - VACANCIES AND TRANSFERS

A. Definition of "Vacancy":

A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled, including newly created positions, vacant Schedule B duties, as well as such positions currently filled but anticipated to be open in the future for a period of thirty (30) or more school days.

Any vacancy that occurs after the beginning of the school year shall be posted as a Temporary Vacancy and remain posted until filled. If the position is to continue beyond the initial school year, it shall be posted and filled in accordance with the provisions for filling vacancies outlined below.

B. Notification (Posting) of Vacancies and Application:

Vacancies occurring within the bargaining unit, including newly created positions, shall be posted concurrently to the public and via district e-mail to each bargaining unit employee with a copy of such posting to the Association. Positions as described above shall be posted at least ten (10) school days prior to being filled. Bargaining unit employees may apply for such positions by submitting an e-mail of interest to the personnel office. Said positions shall be filled in accordance with the procedure outlined in Section C below.

Summer Months: During the summer months when regular school is not in session, the Employer will provide via home email to all bargaining unit employees who provide one, all vacancies as above described and shall also forward, at the same time, copies of said vacancies to all bargaining unit employees known by the Employer to be certified for the position (if certification is required) and the Association. Positions so posted shall remain posted at least fifteen (15) calendar days prior to being filled. Application may be made in the same manner as described above. Likewise, these positions shall be filled on the same basis.

C. Awarding of Vacancies:

Internal qualified applicants shall be awarded the first right of refusal for a vacancy before the position is awarded to external applicants. Awarding a vacancy to external applicants shall only occur if no existing bargaining unit employees meet the criteria outlined in this Section.

The most qualified and adequately certified internal applicant shall be awarded the position. "Most Qualified" shall be determined as follows:

1. Employees awarded the position must have at least seventy-five percent (75%) of their year-end evaluations as a bargaining unit employee rated as "highly effective" or "effective". In the event no internal employee meets this criterion, then this requirement shall not apply.

1. If 2 or more employees equally meet the above standard, then the position shall be awarded to the employee with the most length of service within the bargaining unit, as defined by their Seniority List ranking.

A. Definition of "Transfer":

A "transfer" shall be defined as either a voluntary or involuntary change in (1) a bargaining unit employee's position or assignment to another position or assignment within the bargaining unit, (2) building assignment, (3) grade level(s) included in an assignment in preK-5, (4) subject area(s) included in an assignment, (5) a non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc., or (6) Special Education assignment such as learning disability, emotionally impaired, etc. Transfer awarding of vacancies shall be first governed by the language in Article IX pertaining to vacancies. Other transfers will be governed by this Section.

B. Voluntary Transfers:

A request for a transfer may be made at any time in writing to administration with a copy to the Association. The request shall specify the school, grade, and subject/position sought. Subject to possessing adequate certification, a request for voluntary transfer shall be granted unless the granting of same is inconsistent with the contract language pertaining to the filling of vacancies. The Employer shall acknowledge receipt of the request for transfer within five (5) working days. No bargaining unit employee shall be discriminated against because of a request to transfer. Vacancies caused by a voluntary transfer shall be posted unless that vacated position is eliminated.

C. Involuntary Transfers:

Involuntary transfers may be affected only for reasonable and just cause. Thirty (30) days' notice of the intention to transfer specifying the reasons for the same and the specific position to be transferred to shall be provided to the affected bargaining unit employee and the Association. Cause for involuntary transfer includes only cause involving the individual's performance or as part of a necessary reduction of force, as determined pursuant to this Agreement to maintain the most senior (if a tiebreaker) qualified staff possible district-wide consistent with the requirements of this Agreement. The specifics of the use of involuntary

transfers as part of staff reduction shall be outlined in the Layoff & Recall Article of this Agreement.

No bargaining unit employee shall be involuntarily transferred to implement a school improvement plan developed pursuant to any enacted State or Federal Laws unless required by that statute.

## ARTICLE X - GRIEVANCE PROCEDURE

A. Definition. A claim or complaint by a bargaining unit member or group of bargaining unit members or the Association that there has been a violation, misinterpretation, or misapplication of any provision of thisAgreement.

The following matters shall not be the basis of any grievance filed under the procedure outlined in thisArticle:

1. The termination of services of or failure to re-employ any probationary teachers.
2. The termination of services or failure to re-employ any teacher to a position on the extracurricularschedule.
3. Any matter for which there is recourse under State or Federal statutes.

B. The term "days" as used herein shall mean days in which school is in session.

C. Step 1 - A Grievant shall within ten (] O) days of its alleged occurrence orally discuss the problem with theprincipal. The Association shall be notified and a representative thereof may be present with the grievant.

If no resolution is obtained within three (3) days of the discussion, the Grievant shall reduce the grievance towriting and proceed within five (5) days to Step 2.

Step 2 - A copy of the written grievance shall be filed with the Superintendent. Within five (5) days of receipt of the grievance the Superintendent shall arrange a meeting with the Grievant to discuss the grievance. Within five (5) days of the discussion the Superintendent shall render his/her decision in writing.

If no decision is rendered within five (5) days of the discussion or the decision is unsatisfactory to the Grievant, the grievant shall within five (5) days appeal same to the Board of Education.

Step 3- Upon written application the Board shall allow the teacher an opportunity to be heard within ten (10) days. The Association shall be notified and a representative thereof may be present with the grievant. Within twenty (20) days from the hearing of the grievance the Board shall render its decision in writing.

Step 4 - If the Grievant or Association is not satisfied with the disposition of the grievance at Step 3, it may within ten (10) days after the decision of the Board refer the matter for arbitration to the American Arbitration Association in writing and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association.

1. The decision of the arbitrator shall be final and conclusive and binding upon the Board and theAssociation and/or Grievant.

2. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His/her authority shall be limited to deciding whether a specific article and section of this Agreement has been violated and shall be subject in all cases to the rights, responsibilities, and authority of the parties under the Michigan General School Laws or any other national, state, county, district, or local laws. The arbitrator shall not usurp the function of the Board of Education and/or the Association or the proper exercise of this judgment and discretion under law and this Agreement.

D. The fees and expenses of the arbitrator shall be shared at the rate of fifty percent (50%) for the Grievant and fifty percent (50%) for the Board.

E. Should a teacher fail to institute a grievance within the time limits specified the grievance will not be processed. Should the Board fail to respond within the time limits specified, the grievance shall advance to the next step.

F. A Grievant who elects to file under the Tenure Act shall be ineligible for arbitration.

G. For the purpose of assisting a bargaining unit employee or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Employer shall permit a Union representative access to and the right to inspect and acquire copies of personnel files and any other files or records of the Employer which pertain to an affected bargaining unit employee or any issue in the proceedings in question. Confidential letters of reference secured from sources outside of the school system shall be excluded from inspection.

H. A bargaining unit employee who must be involved in the grievance procedure during the workday shall be excused. This absence will not be counted against their leave time.

## ARTICLE XI - PAYROLL DEDUCTIONS

A. Payroll deduction is available to designated financial institutions. No changes in payroll

deduction shall bemade except in September and January of each year. No other changes will be allowed.

These institutions shall be designated for the following items:

1. Direct deposit of paychecks into checking account.
   a. Participants must enroll in designated enrollment periods (September and January).
   b. The entire check must be deposited.
   c. Participant is to make the necessary arrangements for opening an account.

2. Payroll Savings Plan under the following guidelines:
   a. Participants must enroll in designated enrollment periods (September and January).
   b. Participant is to make the necessary arrangements for opening an account.

B. Upon delivery to the Board or its designee an assignment authorizing the deduction, bargaining unit membersmay use payroll deduction for payments to TSA's.

C. Hold Harmless Clause: The Association shall hold the Board harmless when authorized payroll deductionshave been made and properly distributed.

D. Teachers may elect either 21 or 26 pay periods with notification by the end of the first week of school in the fall.

## ARTICLE XII - NEGOTIATION PROCEDURES

A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not within the knowledge or contemplation of either party or both of the parties at the time they negotiated or signed this Agreement.

B. Not later than May 1 of the calendar year in which this Agreement expires the Association and the Board agree to begin negotiations of a successor agreement.

C. In any negotiation described in this Article it is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association. Both parties mutually pledge that representative selected by each party be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiation or bargaining, subject only to such ultimate ratification.

D. A proposed calendar will be ready by June 1st.

## ARTICLE XIII- RETIREMENT BENEFITS

1. To qualify for retirement benefits employees must:

   a. Have worked at least ten (10) years at Superior Central or its successor districts.

   b. Show proof of retirement from the Michigan Employees Retirement System.

   c. Notify the Board of intent to retire including the last date of employment at least thirty (30) days (June I) prior to the fiscal year in which the retirement will take place. (Example: notify by June 1, 2018 for retirement anytime between July 1, 2018 and June 30, 2019).

2. Retirement benefits shall be calculated using the employee's number of accumulated leave days at retirementtimes the rate indicated in the chart below.

   The number of days accumulated for the retirement calculation shall be capped at one-hundred fifty (150).

| Completed Full Years of Service at Superior Central | Rate | | Accumulated Leave Days |
|---|---|---|---|
| 1-9 | Daily sub rate | X | _____ |
| 10-14 | $100/day | X | _____ |
| 15-19 | $125/day | X | _____ |
| 20-24 | $150/day | X | _____ |
| 25 + | $190/day | X | _____ |

   There will be two banks beginning at the start of the 2010-2011 school year. One with accumulated days anddollar amounts to that point and a new bank reflecting the new number of days and dollar amounts.

3. Retirement benefits shall be made in equal installments over five (5) years.

4. Retirement benefits terminate upon death. They are not intended to be a survivor benefit.

# ARTICLE XV – DISCHARGE AND DISCIPLINE

## A. Just Cause:

No bargaining unit employee shall be disciplined without reasonable and just cause. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; discharges; nonrenewal of probationary bargaining unit members, including bargaining unit members deemed to be in a period of probation under the Michigan Teachers' Tenure Act; or other actions of disciplinary nature. Any such discipline, or adverse evaluation of a bargaining unit employee's performance, shall be subject to the grievance procedure, hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association no later than the time discipline is imposed.

For discipline that involves the discharge or demotion of a tenured teacher or the non-renewal of a probationary teacher, the mandates, standards, and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., shall apply. This paragraph does not limit any reasonable and just cause rights attributable to the failure to properly comply with the annual evaluation requirements and provisions of this Agreement that are not governed by the Michigan Teachers' Tenure Act.

## B. Progressive Discipline:

A program of progressive discipline shall be followed. The following progression of discipline for each unrelated incident shall be followed prior to the imposition of any other economic discipline on any employee of the bargaining unit:

1. Oral warning, then
2. Written warning, then
3. Written reprimand, then
4. Suspension (paid or unpaid)
5. Discharge.

In rare circumstances, the District may circumvent the above progression and impose discipline in proportion to the seriousness of the teacher's conduct.

No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize that the severity of an offense may provide just cause for the acceleration of the above progression of discipline.

C. No Applicability to Evaluation Scoring: In the event a bargaining unit employee is disciplined and receives one of the forms of Progressive Discipline defined above, that employee shall not in any way subsequently be evaluated in their annual evaluation performance for the same incident.

D. Association Representation: The employer shall offer association representation to the bargaining unit employee in any case where an allegation has been made against the employee by a parent, student, or colleague that is the subject of the meeting or if the administration suspects the employee may have committed some offense. The association representative shall be informed of the subject matter of any meeting a bargaining unit employee is required to attend in advance of the meeting and shall be permitted to meet privately with the employee in advance of such a required meeting. The employee shall be entitled to the specific representative of their choice, but if that person is not immediately available, the meeting will not be unreasonably delayed. If an employee is offered representation and declines, they must sign a waiver of that right and may revoke that waiver and insist on representation at any time.

A bargaining unit employee shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit employee until such representative of the Association is present. Should disciplinary action likely occur at a given meeting, the bargaining unit employee shall be advised immediately of said possibility and be notified by the Employer of the right to representation under this provision of the Agreement.

E. Personnel File:

A bargaining unit employee will have the right to review the contents of all records of the Employer pertaining to said bargaining unit employee originating after initial employment and to have a representative of the Association accompany them in such review. Other examination of a bargaining unit employee's file shall be limited to qualified supervisory personnel, except that an Association representative may review such files when necessary for contract administration purposes or to provide a bargaining unit employee representation in other administrative or legal proceedings. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

No "verbal warnings" shall be contained in the Personnel File. Any such warning deemed a "verbal warning" shall be communicated to the individual, and there shall be no written record of such in the employee's Personnel File.

All discipline or complaints, as defined in Section F, that is four (4) years or older shall be expunged from the personnel file except as limited by any existing laws.

F. Complaints

No material, including but not limited to student, parental, or school personnel complaints originating after initial employment, will be placed in a bargaining unit employee's personnel file unless the bargaining unit employee has had an opportunity to review the material. Complaints against the bargaining unit employee shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit employee's file, the affected employee shall review, and sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the bargaining unit employee believes the material placed in the file is inappropriate or in error, the material will be corrected or expunged from the file, whichever is appropriate. All recommendations, written or oral, shall be based solely on the contents of the bargaining unit employee's personnel file.

Complaints, as defined in this Section, shall not be useable for the purposes of annual teacher performance evaluations unless the complaint is substantiated but not used as any basis of disciplinary action and a part of any additional ongoing incidences of a substantially related nature.

G. Assaults & Property Loss/Damage

Any case of assault upon a bargaining unit employee shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit employee, when possible, to prevent injury. The Employer will reimburse the bargaining unit employee for the cost of legal counsel to advise the bargaining unit employee of their rights and obligations with respect to such assault as well as in connection with the handling of the incident by law enforcement and judicial authorities. The Employer agrees to file a claim on behalf of the employee for damages to or destruction or loss of the bargaining unit employee's vehicle, clothing and/or personal items, provided such damage, destruction or loss occurred on school premises or while on a school-sponsored activity and was not occasioned by the negligence of the bargaining unit employee.

## ARTICLE XI – STAFF REDUCTION/RECALL

A. It is understood by the parties that a reduction in staff may be required in the event of a financial emergency, a significant reduction in student enrollment, or a significant reduction in funding. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the following procedures will be used:

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, the following shall also be used for personnel decisions made under this policy:

a. The teacher's length of service in a grade level or subject area.

b. The teacher's disciplinary record.

c. Relevant special training. This factor may be based on completion of relevant training, other than the professional development or continuing education, which is required by the employer or by State law, and the integration of that training into instruction in a meaningful way.

d. Evidence of student growth, which shall be the predominant factor in assessing an employee's individual performance.

e. The teacher's demonstrated pedagogical skills, including at least a special determination concerning the teacher's knowledge of the teacher's subject area and the ability to impart that knowledge through planning, delivering rigorous content, checking for and building higher-level understanding, differentiating, and managing a classroom; and consistent preparation to maximize instructional time.

f. The teacher's management of the classroom, manner and efficacy of disciplining students, rapport with parents and other teachers, and ability to withstand the strain of teaching.

g. The teacher's attendance record.

h. Significant, relevant accomplishments and contributions. This factor shall be based on whether the individual contributes to the overall performance of the school by making clear, significant, relevant contributions above the normal expectations for an individual in the teacher's peer group and having demonstrated a record of exceptional performance.

B. 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 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 the criteria above.

C. This policy shall not operate or be applied to retain or recall a teacher whose most recent performance evaluation contains an overall rating of minimally effective or ineffective.

D. The Association will be notified of the contemplated reduction in personnel at least ten (10) days before the layoff notices are distributed to 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 for layoffs during the school year.

## ARTICLE XVII – SENIORITY

A. No later than thirty (30) days following the ratification of this agreement, and by every September 30 thereafter, the employer shall prepare a seniority list.

B. The seniority list shall be published and made available upon request by October 1 of each school year. Challenges or revisions to the list must be filed by November 1 of that same year; Otherwise, the seniority list will be considered final for that school year. Should there be disagreement by November 1 of the school year, the Board and Association shall submit the issue to Expedited Arbitration under the rules of the American Arbitration Association for determination of the final seniority list.

C. Seniority is defined as the length of unbroken service within the bargaining unit and shall be computed from the bargaining unit employee's first day of work since the most recent date of hire. All bargaining unit employees shall be ranked on the list in the order of their first day of work, as defined above. In the circumstance of more than one individual having the same day of work, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and bargaining unit employees so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit employees and Association Representatives to be in attendance.

D. All seniority is lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position for more than one (1) year; However, until recall rights expire or are otherwise terminated by the employee, seniority is retained (frozen) if severance of employment is due to layoff.

E. Seniority shall continue to accumulate when bargaining unit employees are on approved unpaid leaves of absence of one (1) year or less, or for the full duration of a leave of absence due to Military Duty leave.

F. The Board shall use the seniority list from the previous school year (inclusive of any new hires that year), when determining any layoffs or recalls.

## ARTICLE XVIII – TEACHER EVALUATION

A. Beginning with the 2024-25 school year the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:

1. 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 student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation determination.
    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 negotiated year-end evaluation form that utilizes other objective criteria for 80% of the year-end evaluation determination.

B. Process:

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, teacher's 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. The observation shall be no less than fifteen (15) minutes. Notice of a planned observation shall be given to the teacher at least two (2) school days prior to the observation. Upon such notice, the teacher will provide the relevant information before the classroom observation occurs.

e. One (1) observation may be unplanned. Teachers will not need to submit a lesson plan for an unplanned observation.

f. Both observations will be followed with a post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than ten (10) calendar days after the observation occurred. At the post-observation meeting, the teacher will be provided written feedback on that observation.

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

h. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support". The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than April 30 of each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.

2. Teachers who work less than 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.

3. If a tenured teacher has been rated "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.

4. Teachers who are evaluated as "needing support" or "developing" rating, 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 established goals.

c. a mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section B 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 performance goals.

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

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

6. 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.

C. 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 a request must be made in writing within 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.

2. 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.

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

D. Training on evaluation system, tools, and reporting forms:

1. Within the first two (2) weeks of each school year, the district shall provide, during contractually scheduled Professional Development time, training to all teachers on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process.

2. 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 and witnessed by an Association representative 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 consistent with the evaluation system and forms included in Appendix

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 negotiated 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 from administrators and Association designated teachers to help them improve their skills and ensure they are consistently applying the evaluation criteria.

## ARTICLE XIX - MISCELLANEOUS

A. Workers' Compensation. Any employee who is injured in the line of duty shall receive such compensationand expenses as are prescribed by the Workers' Compensation Law of the state.

B. Salaries of Part-Time Teachers. Teachers regularly employed but working less than the full day shall receive salary based on the full-time rate for the portion of the day that he/she teaches.

C. Graduate Hour Payments. The Board of Education agrees to pay $1,500 per year (July 1 - June 30) for graduate hours taken by teachers for the improvement of classroom instruction within their major or minor areas, within their instructional assignment area, or required certification on the part of individual teachers as imposed by the Michigan State Department of Education. Courses in administration will not be considered appropriate for reimbursement.

Graduate coursework must be approved by the board of education or its designee prior to enrollment. Payment will be made upon proof of successful course completion. Proof consists of either a transcript or final grade report and documentation of tuition payment.

D. Credit for Experience. ~~The School District may allow up to seven (7) years of outside experience (Michigan certification or equivalent)~~ Teachers with (0) zero to (six) years of teaching experience shall be placed on the step that corresponds with their experience. Teachers with more than (7) years may be placed on the step that corresponds with their experience, but will start no lower than step 7 when determining the salary of an experienced teacher who comes to the system from another District.

E. Retirement. The School District will be responsible for the payment of retirement charges as required by law.

F. Mileage. Employees using their own automobile to conduct school business with the prior approval of the Superintendent or designee will be reimbursed at the current IRS rate.

G. Steps. To determine the step for an employee hired other than at the beginning of the school year, thefollowing formula shall be applied:

1. An employee working 39% of the calendar days or less in a school year will receive no step credit for the time worked.
2. An employee working 40 to 86% of the calendar days or less will receive one-half (1/2) step credit for thetime worked.
3. An employee working 87% or more of the calendar days will receive full step credit for time worked.

H. Certification Renewal. Teachers will be reimbursed, by the district, the cost to renew their teaching certificate.

I. Final Grades. Final grades will not be expected until two (2) days after the last day of final exams.

J. Online Teaching. Teachers will be paid *$50* per student, per course, per semester.

K. Emergency Manager. The duties and responsibilities of the Emergency Manager shall be defined under the conditions provided in the Local Government and School Fiscal Accountability Act in accordance with current state law

# APPENDIX A – SALARY SHEDULE

## 2024-2025

*$3,000 plus 6% to base*

| STEP | MULTIPLIER | BA | BA+18 | BA+30 | MA | MA+15 |
|---|---|---|---|---|---|---|
| 1 | 1 | 41,459 | 42,382 | 43,025 | 43,668 | 44,310 |
| 2 | 1.0389 | 43,071 | 44,030 | 44,699 | 45,366 | 46,034 |
| 3 | 1.0386 | 44,734 | 45,730 | 46,424 | 47,118 | 47,811 |
| 4 | 1.0383 | 46,447 | 47,481 | 48,202 | 48,922 | 49,642 |
| 5 | 1.038 | 48,212 | 49,286 | 50,034 | 50,781 | 51,528 |
| 6 | 1.0377 | 50,030 | 51,144 | 51,920 | 52,696 | 53,471 |
| 7 | 1.0374 | 51,901 | 53,057 | 53,862 | 54,666 | 55,471 |
| 8 | 1.0371 | 53,826 | 55,025 | 55,860 | 56,695 | 57,529 |
| 9 | 1.0368 | 55,807 | 57,050 | 57,916 | 58,781 | 59,646 |
| 10 | 1.0365 | 57,844 | 59,132 | 60,030 | 60,926 | 61,823 |
| 11 | 1.0362 | 59,938 | 61,273 | 62,203 | 63,132 | 64,061 |
| 12 | 1.0359 | 62,090 | 63,472 | 64,436 | 65,398 | 66,361 |
| 13 | 1.0356 | 64,300 | 65,732 | 66,730 | 67,727 | 68,723 |
| 14 | 1.0353 | 66,570 | 68,052 | 69,086 | 70,117 | 71,149 |
| 15 | 1.035 | 68,900 | 70,434 | 71,504 | 72,571 | 73,639 |
| 16-18 | $ 1,500 | 70,400 | 71,934 | 73,004 | 74,071 | 75,139 |
| 19-21 | $ 1,600 | 72,000 | 73,534 | 74,604 | 75,671 | 76,739 |
| 22-24 | $ 1,700 | 73,700 | 75,234 | 76,304 | 77,371 | 78,439 |
| 25-27 | $ 1,800 | 75,500 | 77,034 | 78,104 | 79,171 | 80,239 |
| 28 & UP | $ 1,900 | 77,400 | 78,934 | 80,004 | 81,071 | 82,139 |

2025-2026

*5% to Base*

| STEP | MULTIPLIER | BA | BA+18 | BA+30 | MA | MA+15 |
|---|---|---|---|---|---|---|
| 1 | 1 | 43,531 | 44,501 | 45,177 | 45,851 | 46,526 |
| 2 | 1.0389 | 45,225 | 46,232 | 46,934 | 47,635 | 48,335 |
| 3 | 1.0386 | 46,970 | 48,016 | 48,746 | 49,473 | 50,201 |
| 4 | 1.0383 | 48,769 | 49,855 | 50,613 | 51,368 | 52,124 |
| 5 | 1.038 | 50,623 | 51,750 | 52,536 | 53,320 | 54,105 |
| 6 | 1.0377 | 52,531 | 53,701 | 54,516 | 55,330 | 56,144 |
| 7 | 1.0374 | 54,496 | 55,709 | 56,555 | 57,400 | 58,244 |
| 8 | 1.0371 | 56,518 | 57,776 | 58,654 | 59,529 | 60,405 |
| 9 | 1.0368 | 58,597 | 59,902 | 60,812 | 61,720 | 62,628 |
| 10 | 1.0365 | 60,736 | 62,089 | 63,032 | 63,973 | 64,914 |
| 11 | 1.0362 | 62,935 | 64,336 | 65,313 | 66,289 | 67,264 |
| 12 | 1.0359 | 65,194 | 66,646 | 67,658 | 68,668 | 69,679 |
| 13 | 1.0356 | 67,515 | 69,019 | 70,067 | 71,113 | 72,159 |
| 14 | 1.0353 | 69,899 | 71,455 | 72,540 | 73,623 | 74,706 |
| 15 | 1.035 | 72,345 | 73,956 | 75,079 | 76,200 | 77,321 |
| 16-18 | $ 1,500 | 73,845 | 75,456 | 76,579 | 77,700 | 78,821 |
| 19-21 | $ 1,600 | 75,445 | 77,056 | 78,179 | 79,300 | 80,421 |
| 22-24 | $ 1,700 | 77,145 | 78,756 | 79,879 | 81,000 | 82,121 |
| 25-27 | $ 1,800 | 78,945 | 80,556 | 81,679 | 82,800 | 83,921 |
| 28 & UP | $ 1,900 | 80,845 | 82,456 | 83,579 | 84,700 | 85,821 |

2026-2027

4% to Base

| STEP | MULTIPLIER | BA | BA+18 | BA+30 | MA | MA+15 |
|---|---|---|---|---|---|---|
| 1 | 1 | 45,273 | 46,281 | 46,984 | 47,685 | 48,387 |
| 2 | 1.0389 | 47,034 | 48,081 | 48,811 | 49,540 | 50,269 |
| 3 | 1.0386 | 48,849 | 49,937 | 50,695 | 51,452 | 52,209 |
| 4 | 1.0383 | 50,720 | 51,850 | 52,637 | 53,423 | 54,209 |
| 5 | 1.038 | 52,648 | 53,820 | 54,637 | 55,453 | 56,269 |
| 6 | 1.0377 | 54,632 | 55,849 | 56,697 | 57,544 | 58,390 |
| 7 | 1.0374 | 56,676 | 57,938 | 58,818 | 59,696 | 60,574 |
| 8 | 1.0371 | 58,778 | 60,087 | 61,000 | 61,910 | 62,821 |
| 9 | 1.0368 | 60,941 | 62,298 | 63,244 | 64,189 | 65,133 |
| 10 | 1.0365 | 63,166 | 64,572 | 65,553 | 66,532 | 67,510 |
| 11 | 1.0362 | 65,452 | 66,910 | 67,926 | 68,940 | 69,954 |
| 12 | 1.0359 | 67,802 | 69,312 | 70,364 | 71,415 | 72,466 |
| 13 | 1.0356 | 70,216 | 71,779 | 72,869 | 73,957 | 75,045 |
| 14 | 1.0353 | 72,694 | 74,313 | 75,442 | 76,568 | 77,695 |
| 15 | 1.035 | 75,239 | 76,914 | 78,082 | 79,248 | 80,414 |
| 16-18 | $ 1,500 | 76,739 | 78,414 | 79,582 | 80,748 | 81,914 |
| 19-21 | $ 1,600 | 78,339 | 80,014 | 81,182 | 82,348 | 83,514 |
| 22-24 | $ 1,700 | 80,039 | 81,714 | 82,882 | 84,048 | 85,214 |
| 25-27 | $ 1,800 | 81,839 | 83,514 | 84,682 | 85,848 | 87,014 |
| 28 & UP | $ 1,900 | 83,739 | 85,414 | 86,582 | 87,748 | 88,914 |

# APPENDIX B - SCHEDULE OF PAY FOR EXTRACURRICULAR DUTIES

| ATHLETICS | Percentage of Base |
|---|---|
| Varsity Basketball | 12% |
| Junior Varsity Basketball | 6% |
| Junior High Basketball | 3% |
| Varsity Track (3% if Boys and Girls are separate positions) | 6% |
| Junior High Track | 3% |
| Varsity Volleyball | 12% |
| Junior Varsity Volleyball | 6% |
| Varsity Football | 12% |
| Middle School Football | 3% |
| Varsity Cross Country (3% if separate) | 6% |
| Varsity Baseball | 6% |
| Varsity Softball | 6% |

| ADVISORSHIPS | |
|---|---|
| Senior Class | 3% |
| Junior Class | 2% |
| Sophomore Class | 1% |
| Freshman Class | 1% |
| 6th 7th and 8th Grade Advisor | $100 Stipend |
| Band Director | 9% |
| Drama/Musical | 2% |
| High School Bowl | 3% |
| Hoop House Director | 4% |
| National Honor Society | 2% |
| Science Olympiad | 4% |
| Student Council | 3% |
| Yearbook (if done as extra project, not part of class) | 5% |
| Youth in Government | 2% |
| One School, One Book Coordinator | 2% |
| STEM Night Coordinator | 2% |
| Young Authors Coordinator | 2% |

| TEACHER MENTORSHIPS | |
|---|---|
| Teacher Mentorships shall be assigned in collaboration between the District and Association and aligned to MDE standards and state law for all 1st year probationary teachers and teachers rated “needing support” or “developing”. | $1,000 stipend per mentee |

| INCREMENTS | | | |
|---|---|---|---|
| Years | 1-3 | BA Step: | 1 |
| | 4-6 | | 2 |
| | 7-9 | | 3 |

| | |
|---|---|
| 10-12 | 4 |
| 13-UP | 5 |

Years of placement shall be determined by the number of years' experience for positions at the 7th grade level orhigher.

Coaches and/or advisors shall move back 1 year for each year away from the activity (ex.: Coach for 10 years and take 3 years off from that sport, return at year 7, step 3).

Areas deleted from Schedule B may be added as curriculum needs change and activities are increased.

All extracurricular activities indicated above are excluded from any tenure privileges. All positions will be appointed annually.

## APPENDIX C - CAFETERIA PLAN

The Board shall establish and maintain a Cafeteria Plan that is designed to satisfy the requirements for tax favored status Under Section 125 of the Internal Revenue Code of 1986 (the "Code"). The purpose of the Cafeteria Plan will be to allow teachers to make elections among certain taxable and non-taxable benefits. The specific benefits that shall be provided to teachers under the Cafeteria Plan will be, as follows:

1. Waiver of Health Insurance Coverage: Employees will be allowed to waive the health insurance coverage provided by the Board and, in lieu of receiving health insurance coverage, Employees will receive a cash benefit (in the form of additional compensation) in the amount of $333.33 per month ($4,000 per year), paid quarterly, when they waive health coverage.

   The Cafeteria Plan shall not contain any provisions requiring the contribution of amounts derived from the waiver of health insurance into any deferred compensation arrangement, including Code Section 403(b) annuities. Any election by an employee to defer such amounts into a Code Section 403(b) annuityshall be made by the employee individually, outside of the Cafeteria Plan, and in accordance with the rules under Code Section 403(b).

2. Medical Premium Conversion Option: Employees who are required to pay a portion of their medical insurance premiums will be able to enter into a salary reduction agreement under the Cafeteria Plan and to pay the required amounts with pre-tax do11ars.

The Cafeteria Plan shall have provisions pertaining to, among other things, eligibility to

participate, administration and claims procedure. All disputes concerning the payment of claims under the Cafeteria Plan will be resolved under the Claims Procedure set forth in the Cafeteria Plan and shall not be subject to any grievance procedures contained in this Agreement. The Board may unilaterally amend any provisions under the Cafeteria Plan in order to maintain its tax favored status (such as amendments necessitated by changes in the Code of the Treasury Regulations); provided that the Board may not unilaterally amend the Cafeteria Plan in a manner that will alter the eligibility of employees covered by this Agreement to participate in the Cafeteria Plan, or that will reduce benefit levels under the Cafeteria Plan; and, further provided, that the Board will give written notice to the Association of any amendment, including a copy of any such amendment, at least 30 calendar days before the amendment is to take effect. The participants shall be assessed on a per capita basis the expenses of establishing and maintaining the Plan; provided that experience gain resulting from forfeitures under the Cafeteria Plan may beused by the Board in its discretion to defray administrative expenses incurred in connection with the Cafeteria Plan.

Health Insurance

The Board of Education shall pay the premium rates for MESSA Choices II, with the Saver Rx and the $500/$1,000 deductible (In-Network) rider and MESSA ABC $1,300/$2,600 pursuant to the provisions ofSection 3 or Section 4 of Michigan PA 152 of 2011.

Choices II
In Network Deductible $500/$1,000 ~ Office Visit Copay $20 ~ Urgent Care $25 ~ Emergency Room *$50* ~ Saver Rx

MESSA ABC Plan 1
In Network Deductible $1,300/$2,600 ~ ABC RX~ HSA contributions are at the employee's discretion. Beginning January 1st, the District will pre-fund HSA contributions per employees' election.

- Part-time employees who teach at least SOGA, will be entitled to a single-subscriber: insurance rate. Employees may subscribe to two person or family coverage and pay the cost of the increased benefit to be prorated with theequivalency of a full-time position.

- Employees working less than full time will be allowed to waive the health insurance coverage. Employees working less than full time who waive health insurance coverage will receive a cash benefit prorated tothe FTE employed.

- The Superior Central School District will continue payment for health insurance through the end of the month in which an employee retires. The Superior Central School District will continue health insurance coverage through the end of the month of the last date worked for employees who choose to terminate their employment for reasons other than retirement. In the case of notification of potential layoff the district shall continue payment of health insurance until the end of the month in which a layoff becomes effective.

## APPENDIX D – MESSA

The specific MESSA Medical Plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UP APA). Plans will be decided by the Coalition Team each September (after the initial year) for implementation on the following January 1. Should the district no longer participate in the UP APA, or if the UP APA no longer exists, the existing MESSA plans will be in place until other plans are negotiated. Dental, vision, life, and long term disability benefits are still subject to this collective bargaining and are listed elsewhere in this contract.

## ARTICLE XXI-DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2024, and continue in effect for three (3) years until June 30, 2027.

| | |
|---|---|
| _____ | _____ |
| Board of Education – President | SCEA – President |
| _____ | _____ |
| Superintendent | UPEA – Representative |
| _____ | _____ |
| Date | Date |