AGREEMENT

between

THE BAY CITY BOARD OF EDUCATION

and

THE BAY CITY EDUCATIONAL SUPPORT COORDINATORS ASSOCIATION

2026-2027
2027-2028
2028-2029

Table of Contents

WITNESSETH	1
ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - RIGHTS OF THE ASSOCIATION	2
ARTICLE 3 - RIGHTS OF THE DISTRICT	4
ARTICLE 4 - ASSOCIATION BUSINESS ASSURANCE	4
ARTICLE 5 - COMPENSATION	5
ARTICLE 6 - WORKING CONDITIONS	7
ARTICLE 7 - EVALUATION AND DISCIPLINE	8
ARTICLE 8 - GRIEVANCE PROCEDURE	10
ARTICLE 9 - SENIORITY	13
ARTICLE 10 - TRANSFERS	14
ARTICLE 11 - VACANCIES	15
ARTICLE 12 - REDUCTION OF STAFF/RECALL	15
ARTICLE 13 - SUMMER POSITIONS	17
ARTICLE 14 - LEAVE OF ABSENCE	17
ARTICLE 15 - EARNED SICK TIME	23
ARTICLE 16 - INSURANCE PROTECTION	23
ARTICLE 17 - SCHOOL CLOSINGS	28
ARTICLE 18 - EMPLOYEE PROTECTION	29
ARTICLE 19 - EMPLOYEE IMPROVEMENT	30
ARTICLE 20 - SEVERANCE PAY	30
ARTICLE 21 - CONTINUITY OF OPERATIONS	31
ARTICLE 22 - NEGOTIATION PROCEDURES	32
ARTICLE 23 - MISCELLANEOUS PROVISIONS	33
ARTICLE 24 - DURATION OF AGREEMENT	34
APPENDIX A - SALARY SCHEDULE	36
APPENDIX B - CALENDARS	37

This Agreement effective the 1st day of July 2026, by and between the Board of Education of the City of Bay City, Michigan, hereinafter called the "Board" and the Bay City Educational Support Coordinators Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board has a statutory obligation pursuant to Act 336, Public Acts of Michigan for 1947 as amended by Act 379, Public Acts of Michigan for 1965, known as the Public Relations Employment Act, as amended, to bargain with the Association as the representative of its Multi-Tiered System of Supports Coordinators and School Service Workers called the Bay City Educational Support Coordinators Association (BCESCA) with respect to hours, wages, terms and conditions of employment.

In consideration of the following mutual covenant, it is hereby agreed as follows:

For the purposes of this Collective Bargaining Agreement, the Associate Superintendent of Human Resources and Employee Relations or designee, shall hereafter be referred to as the "HR Office".

For the purposes of this Collective Bargaining Agreement, the Board and the Bay City Public Schools shall hereafter be referred to as the "District".

ARTICLE 1 RECOGNITION

Section 1.01 Exclusive Recognition

The District hereby recognizes the Association as the sole and exclusive bargaining representative as defined in Section II of Act 336, Public Acts of Michigan for 1947 and amended by Act 379, Public Act of Michigan 1965, and later acts for all full time and regular part-time personnel engaged in Multi-Tiered System of Supports Coordinators and School Service Workers work employed by the District whether under contract or on leave, excluding other bargaining unit employees or Administrative employees. The Association representation shall include all personnel awarded current or newly created position(s) which would fall within the above defined Bargaining Unit. All personnel represented by the Association in the above defined Bargaining Unit shall, unless otherwise indicated hereinafter be referred to as Employees.

Section 1.02 Exclusive Representation/Legal Rights

The District agrees not to negotiate with any Multi-Tiered System of Supports Coordinators organization, or individual, other than BCESCA for the duration of the Agreement. Nothing contained herein shall be construed to prevent any individual

member of the Association from presenting a concern and having the concern adjusted. Consistent with Section 3.02 the above provision shall be adhered to as current law(s) permit.

ARTICLE 2 - RIGHTS OF THE ASSOCIATION

Section 2.01 Right to Organize

Pursuant to Act 336, Public Acts of Michigan for 1947 as amended by Act 379, Public Acts of Michigan for 1965, the District hereby agrees that every employee shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the cover of law of the State of Michigan, the District undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any member of the Association in the enjoyment of any right conferred by said Act 336 as amended by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages or any terms of employment by reason of their membership in the Association, their participation in the activities of the Association or collective professional negotiations with the District or their institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.

Section 2.02 MERC Assistance

The District specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission (MERC), or a mediator from such a public agency, or any arbitrator appointed pursuant to the provision of the Agreement.

Section 2.03 Facility Utilization

The Association and its members shall continue to have the right to use District building facilities at all reasonable hours for meetings, subject to the scheduling by Building Principal or the HR Office. No employee shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards, school mail, and other established media of communication shall be made available to the Association and its members.

Section 2.04 Freedom of Information

The District agrees to furnish to the Association, in response to reasonable written requests all available information concerning the financial resources of the District, including, but not limited to: annual financial reports, audits, budgetary requirements

and allocations, census and membership data, names and addresses of all employees, and other such information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the Association, together with information which may be necessary for the Association to process any grievance or complaint.

Section 2.05

The Association shall be advised by the District of any new or modified fiscal, budgetary or tax program or revisions of the structural setup which will affect positions of any employee covered by this Master Agreement which are proposed or under consideration and the Association shall be given reasonable opportunity to consult with the District with respect to the above said matters prior to their adoption and/or general publications.

Section 2.06 District Control-Annual Budget

It is agreed and recognized, however, that except for expenditures contained in any annual budget, which are required by the terms of this Agreement, the authority to all parts of the annual budget of the District reside exclusively with the District and during the term of this Agreement shall not be the subject of mandatory negotiation with the Association, nor subject to any proceeding under the grievance procedure.

Section 2.07 Personal Life

Notwithstanding their employment, employees shall be entitled to full rights of citizenship and no religious or political activities of any employee, or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such members of the Association. The private and personal life of any employee is not within the appropriate concern or attention of the District.

Section 2.08 Non-Discrimination

The provisions of this Agreement, and the wages, hours, terms and conditions of employment, shall be applied without unlawful discrimination based on age; color; disability; gender identity; genetic information; height; marital status; national origin; race; religion; sex (including pregnancy); sexual orientation; veteran status; weight; or any status protected by law, or membership in or association with the activities of any employee organization, or on any other basis protected by state, federal, or other applicable law.

Section 2.09

Any employee engaged during the workday in any negotiation session or Contract Maintenance Committee (CMC) meeting shall be released from their regular duties without loss of pay or benefits.

To the extent that work schedule adjustments are agreed to between the Association President and the HR Office, and to the extent that work schedule adjustments may be made without incurring a contractual, legal, or statutory requirement for overtime compensation, the Association President shall be permitted to adjust the workday and the workweek to conduct Association business when necessary. Other Officers or the Association must receive prior approval from the HR Office before being released from their work assignment to conduct Association business during work hours.

ARTICLE 3 RIGHTS OF THE DISTRICT

Section 3.01 District Powers
The District retains all powers, rights, authority, duties and responsibilities granted to it by the Constitutions and laws of the State of Michigan and the United States, without limitation.

Section 3.02
The District's exercise of these powers, including the development and implementation of policies, rules, regulations, job descriptions, and practices, as well as the use of its judgment and discretion, shall be limited only by the specific and express terms of this Agreement. Even then, such limitations shall apply only to the extent that they are consistent with the Constitutions and laws of the State of Michigan and the United States.

Section 3.03
An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act.

This clause is included in this Agreement because it is legally required by state law. It is noted that the Association does not agree or acknowledge this provision as binding and reserves all rights to assert this clause is unenforceable.

ARTICLE 4 - Association Business Assurance

Section 4.01 - Release Time-Association Business
Employees shall be granted paid release time, with no loss of benefits, when called to testify or participate in any grievance proceedings, arbitration hearings, or negotiations involving the District.

Section 4.02 Released Time-In-Service
Employees may, with authorization from the HR Office, be released from duties without loss of salary; to attend the job skill oriented training.

Section 4.03 – Workshops and Conferences
The District shall cover reasonable expenses, including registration fees, meals, lodging, and transportation, for employees to attend professional, job-related workshops, seminars, conferences, or other development activities, provided the event is attended at the request of the District and/or with prior approval from the employee's supervisor. Employees attending such events shall be released from regular duties without loss of pay.

In addition to the above, officers, members of the executive board, and members of the Association may utilize up to four (4) paid days per year (e.g., two (2) members attending for two (2) days) to attend workshops, seminars, conferences, other professional development sessions, or other association business as selected by the Association. Registration, fees, meals, and lodging will be paid by the Association. Employees shall be released without loss of pay for attending these conferences.

Section 4.04 Released Time-Association President
The Association President may adjust their workday and workweek to conduct Association business, provided such adjustments are mutually agreed upon with their immediate supervisor and do not result in any contractual, legal, or statutory obligation.

Section 4.05
An employee who participates with the District in negotiations, mandatory formal grievance proceedings (including arbitration), or related contract maintenance activities on behalf of the Association during the school day shall be released from their regular duties without loss of salary. The Association must provide appropriate advance notice to the HR Office when such days are to be used.

ARTICLE 5 COMPENSATION

Section 5.01
Compensation for employees is set forth in Appendix "A" which is attached and incorporated in this Agreement.

Section 5.02
Any assignment, duty, or responsibility within the scope of this Agreement for which a stipend is paid whether from special or District funds shall be listed in Appendix "A".

Section 5.03
The District may grant steps beyond the first step on the salary schedule to newly hired individuals up to the equivalent of a current BCESCA employee with the same years of related work experience.

Section 5.04
Service to the District in a given year shall advance an employee a step on the salary schedule at the end of a school year.

Employees who hold a Master's degree relevant to their position shall receive an additional $2,000 added to their base salary.

Section 5.05
At the beginning of the 2026-2027 school year, employees with prior experience in the District as an MTSS Coordinator or School Service Worker shall be placed on Step of the Salary Schedule commiserate with their service to the District.

Current employees determined by the District to have prior experience as an MTSS Coordinator, or a commensurate role in a public school or child-focused environment, will be granted one (1) additional step at the start of the 2026-2027 school year.

Section 5.06 Payroll Deduction
Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for annuities, insurance programs, or any other plans or programs jointly approved by the Association and the District, to the extent allowable by law.

Section 5.07 Pay Period
Employees will be paid over twenty-six (26) bi-weekly installments with the employee's share of healthcare premiums paid in twenty-four (24) installments.

Section 5.08 Mileage
Employees who are directed by their building principal or supervisor to use their personal vehicle for District business shall be reimbursed for mileage at the current approved District rate.

ARTICLE 6 - WORKING CONDITIONS

Section 6.01
A normal eight (8) hour workday will be scheduled by the building principal with input from the employee. It is anticipated that some work may be required before or after the normal eight (8) hour workday.

Section 6.02 Lunch Period
In addition to the normal eight (8) hour workday, a duty-free lunch period of thirty (30) minutes shall be provided. The scheduling of the lunch period may be adjusted for the convenience of the building.

Section 6.03
If an employee is required to work and is not able to take a duty-free lunch period, they will be paid at the rate of pay outlined in the Salary Schedule in Appendix "A".

Section 6.04 Work Beyond Contract Year
Extra days authorized before or after the contract year will be paid at the employee's regular daily rate of pay.

Section 6.05 Resignation
Any employee desiring to resign shall submit written notice to the HR Office at least ten (10) workdays prior to the effective date. Any employee who does not provide such notice, will not be eligible for rehire.

Section 6.06 School Calendar Year
The employee calendar is based on one hundred ninety-one (191) workdays that include the following:

- One hundred seventy-five (175) days on which school is scheduled to be in session for students.
- Five (5) professional development days.
- Eleven (11) additional days mutually selected by the employee and the building principal, prior to the employee's last workday of the previous school year, from the possible non-school work days identified on the BCESCA calendar. These days are limited to:
    - A start date no earlier than thirteen (13) days prior to the first day of student attendance.
    - An end date no more than two (2) workdays following the last student attendance day.

Section 6.07 Emergency Duties
Except in an emergency, a supervisor shall not ask employees to assume the duties of a classroom teacher, a custodian, or an administrator.

Section 6.08 Administrative Duty Time
Employees will allocate forty-five (45) minutes each day, as their schedule allows, to complete administrative paperwork.

Section 6.09 Personal Care/Medication Needs
The District requires employees to obtain and maintain American Red Cross First Aid and CPR certification as a condition of employment. This training can be scheduled during or outside of the employee's assigned hours of work. Training hours outside of the employee's assigned hours of work shall be additional paid time in accordance with the compensation requirements contained in Appendix "A" of this Agreement.

Employees, besides offering emergency First Aid, may be assigned by the building administrator, upon receiving proper training, to administer prescribed oral medications, g-tube medications, attend to personal care needs, and/or carry out similar tasks for students. Except in cases of emergency or when a nurse is not reasonably available, the building administrator must first request that a nurse complete tasks involving non-oral medications and non-basic personal care. Non-basic personal care refers to care beyond routine cleaning, toileting, and diapering. The parties acknowledge that some prescribed medications, oral or otherwise, may be of an emergency nature (e.g., "epi-pens") and must be administered. The District will provide appropriate training, equipment, and supplies to ensure the safety of both employees and students.

Section 6.10 - Accommodations
The District is committed to engaging in the interactive process in good faith when an employee requests an accommodation or when the need is made apparent to the District as it relates to applicable laws. The District will work to provide all reasonable accommodations, when possible, however, accommodations may be denied if they create undue hardship or are inconsistent with the provisions within the laws.

ARTICLE 7 - EVALUATION AND DISCIPLINE

Section 7.01 - Evaluation
The building principal shall evaluate the employee's performance at least once annually, in accordance with procedures adopted by the District and mutually agreed upon by the Association and available through the HR Office. The annual evaluation must be submitted no later than the Friday before Memorial Day each year.

All evaluations shall be conducted openly and with full knowledge of the employee.

Employees may receive additional evaluations to monitor the progress of an Individual Development Plan (IDP) during the subsequent evaluation year if such a plan is provided for through the evaluation.

Section 7.02 - Just Cause
No employee shall be disciplined, including warnings, reprimands, suspensions, reduction in rank or professional advantage, discharges, or other actions of a disciplinary nature except for just cause, after their probationary period is complete.

Section 7.03
Any substantiated or unsubstantiated complaints brought by a staff member other than the employee's direct supervisor, that are not brought to the employee's attention, will not be used in the employee's annual evaluation.

Section 7.04 - Progressive Discipline
The District shall utilize a system of progressive discipline when addressing employee misconduct, performance concerns, or any other related concerns, except in cases of gross misconduct and/or severe policy/regulatory violations, where immediate elevation of disciplinary action, including and up to termination, may be warranted. Any such discipline shall be subject to the grievance procedure.

Section 7.05 - Representation Rights
Employees shall have the right to union representation at any fact finding meeting or other related investigation or meeting, which may lead to disciplinary action. Employees and the Association will be informed of the meeting at least twenty-four (24) hours in advance whenever possible. It is the employee's responsibility to arrange any union representation, if desired. The District reserves the right to take immediate action and remove employees from any District building and/or function as it relates to gross misconduct and/or safety, this includes but is not limited to placing employees on paid administrative leave pending an investigation.

Section 7.06
Any disciplinary action must commence within a reasonable amount of time after the alleged infraction is known by the District. In extenuating circumstances, as determined by the HR Office in mutual agreement with the Association, time may be extended.

Section 7.07 - Notice and Documentation

Employees shall receive written notice of any disciplinary action taken. A copy shall be provided to the Association and will be filed in the employee's personnel file.

- Each employee shall have the right to review, upon request, the contents of their own personnel file, excluding pre-employment data. Each employee may have a representative of the Association accompany them in such review. The review will be made in the presence of the HR Office.
- No material originating after initial employment will be placed in an employee's personnel file unless the employee has received a copy to review.
- Each employee shall have the right to submit a written notation regarding any material in the personnel file and have it attached to the material.
- The placement of any adverse material in any personnel file, or its contents, is subject to the grievance procedure according to the rules of the Master Agreement.
- All criminal investigation records must be destroyed if no disciplinary action is pursued.

Section 7.08

Records beyond a period of five (5) years from the date on which the infraction occurred shall be removed from the employee's personnel file at the written request of the employee. Discipline that is "unprofessional conduct" as defined by MCL 380-1230b shall be exempt from this provision.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 8.01 Definitions

A Grievance: An alleged violation, misinterpretation or inequitable application of the terms of this Agreement.

A Grievant: This shall include any individual or group of individuals within the Association covered by this Agreement making the claim, and any person who might take action or against whom action might be taken in order to resolve the grievance.

Grievance Committee: This is a group to whom the aggrieved member turns, before a formal grievance may be filed. The Association shall establish a Grievance Committee. The Association Representatives are the Association Grievance Chairperson, the President, and the Executive Director. The primary purpose of this procedure is to secure at the lowest level possible, equitable solutions to the problems of the parties. These proceedings shall be kept as confidential as may be appropriate at the level of such procedure. Nothing contained herein shall be construed as limiting the right of any

employee having a grievance to discuss the matter informally with any appropriate member of administration, and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment.

Administrative Representative: This shall be the Building Principal or Immediate Supervisor when the particular grievance arises in one (1) building. The Superintendent shall designate the Administrative Representative when the particular grievance arises in more than one (1) building.

Association Representative: This may be the Association President, MEA Representative, and/or Building Representative wherein confidential treatment of the complaint will be maintained.

Section 8.02 Informal Procedures

The number of workdays indicated in each Level as set forth below is considered to be a maximum, and the failure of the employee and/or Association to proceed to the next step of the grievance procedure within the time limits as set forth, shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of an Administrator, at any step, to communicate their decision to the grievant and/or the Association within the specified time limits shall permit the employee and/or the Association to proceed to the next step. All time limits may be extended by mutual agreement in writing.

Level I: The grievant or representative must file the grievance, in writing, with the Building Principal or Immediate Supervisor within fifteen (15) workdays of the alleged infraction from the time the grievant had knowledge, or reasonably should have had knowledge, of the facts giving rise to the grievance. A decision shall be rendered, in writing, within ten (10) workdays of receipt of the same.

If the grievance involves a similar concern in more than one (1) location, it may be filed by the Association at Level II within fifteen (15) workdays of the alleged infraction from the time the Association had knowledge, or reasonably should have had knowledge, of the facts giving rise to the grievance.

Level II: In the event the disposition is not satisfactory to the grievant and/or the Association, the grievance shall be filed, in writing, with the HR Office of the decision at Level I.

Within ten (10) workdays of receipt of the grievance, the HR Office shall meet with the Association Representatives, the grievant(s), and the Executive Director in an effort to resolve the grievance. A decision will be rendered by the HR Office within five (5) workdays of said meeting. The Association and grievant(s) shall then be furnished a written copy of the decision.

Level III: If the decision reached at Level II is not satisfactory, the Association may, within thirty (30) workdays, submit the grievance to the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any issues which have not been set forth by the end of Level II. The arbitrator shall have no power to alter or add to or subtract from the terms of this Agreement. The Arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law which is violative of the terms of this Agreement. An arbitration hearing will be held at which both parties will be privileged to attend. Each party may present the testimony of witnesses and any pertinent written evidence. The cost of the arbitrator shall be borne equally by the District and the Association.

Arbitration of a grievance arising from the language of this Agreement, or an alleged breach thereof, will be final and binding, and shall comply with the Michigan Uniform Arbitration Act, PA 71 of 2012.

Section 8.03 Miscellaneous

All grievance proceedings shall remain confidential throughout their duration and until a final resolution is reached. No preliminary decisions will be made public without the mutual consent of all parties involved.

No administrative personnel shall take any form of retaliation against any party involved in the grievance process due to their involvement in the process outlined herein.
All documents, communications, and records related to the processing of a grievance shall be maintained separately from the personnel files of the individuals involved.

Forms for filing grievances, serving notices, taking appeals, making appeals, making reports and recommendations, and other necessary documents shall be given appropriate distribution by the Association President so as to facilitate operation of the procedures set forth herein.

If an employee's grievance is upheld and they are found to have been unjustly discharged or disciplined, they shall be reinstated, fully reimbursed for any lost

professional compensation and fringe benefits, and have their personnel file cleared of related materials, provided the arbitrator determines these remedies are appropriate.

In cases where a grievance filed toward the end of the school year may result in irreparable harm to the grievant and/or the Association if left unresolved, the procedural timelines shall be shortened to allow for expedited resolution.

Even after this Agreement has expired, any grievance arising under its terms may continue to be processed through the grievance procedure until a final resolution is reached.

ARTICLE 9 - SENIORITY

Section 9.01 Employee Category
The employer and the Association recognize the following employee category:

Multi-Tiered System of Supports (MTSS) Coordinator.

Section 9.02 - Probationary Employees
New employees will be considered probationary until they have completed one hundred ninety-one (191) days of employment. The probationary period begins on the employee's first day of work and concludes the day before that same date in the following year. During this time, the District reserves the right to transfer, lay off, or terminate the employee at its sole discretion. Upon successful completion of the probationary period, the employee's seniority date will be established retroactively to their first day of work.

Section 9.03 Seniority Determination
For active employees or those on active layoff as of July 1, 2025, seniority shall be defined as the length of continuous service within the District as an employee. For employees hired after July 1, 2025, seniority shall be defined as the length of service as a member of the Association. If two (2) or more new employees begin service on the same date, their seniority order shall be determined by the earliest calendar year birthdate.

Section 9.04 Publishing Dates
One (1) District-wide seniority list of employees shall be maintained by the District as well as one (1) separate District-wide seniority list for summer programs shall be maintained by the District, with assistance from the Association. In October and April of

each year, and prior to publication of any seniority list, necessary adjustments to seniority and longevity dates will be made.

Section 9.05 Loss of Seniority

Seniority shall be lost for one (1) of the following reasons only:

1. The employee retires, resigns, or does not accept recall from layoff.
2. The employee is discharged for just cause.
3. The laid off employee is not re-employed within eighteen (18) months.

Section 9.06 Service to District

Any employee of this Association who accepts another position within the District shall retain all rights and seniority held under this Agreement prior to the transfer, should they return to the Association.

ARTICLE 10 TRANSFERS

Section 10.01 Voluntary Transfers

Any employee seeking consideration for a position within the Association or a position in another bargaining unit within the District, may submit an application, including a cover letter, to the HR Office. Such requests shall be reviewed in accordance with the employee's qualifications, experience, and the needs of the District.

Section 10.02 Involuntary Transfers

The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible.

Any proposed involuntary transfer for a reasonable or just cause shall be discussed with the Association prior to its implementation.

Prior to an involuntary transfer, the affected employee and the Association will be given a minimum of three (3) days notice, in writing, of the effective date of transfer.

Section 10.03

Within three (3) school years from the involuntary transfer, the employee who is displaced from their position due to reorganization, reduction in force, or similar reasons shall have the right to return to their original position/building if it becomes available.

Section 10.04

Should a building's needed positions require a reduction in staff, the Association will be made aware of positions available for employee reassignment.

Section 10.05
When transferring from one (1) position to another within the Association, employees shall retain their salary step.

ARTICLE 11 VACANCIES

Section 11.01
A vacancy is a newly created position or one (1) that becomes available due to an employee's retirement, resignation, extended leave of absence without a guaranteed return, or other circumstances resulting in the position no longer being filled.

All new employees will be hired through an interview process.

Section 11.02
Whenever a vacancy within the Association occurs, it shall be posted electronically on the District's website and emailed to all employees. The posting must remain on the website for a minimum of five (5) days before the position is filled.

Section 11.03
Employees shall have the opportunity to apply for posted job openings within the District. Internal applicants will be given due consideration prior to the District making a hiring decision from external applicants.

Section 11.04
A newly hired employee shall be supported during their transition. This process will be developed collaboratively by the Association and the District. An employee who has the need for additional strategies or resources may request further support, in writing, from their supervisor, the District, and/or the Association.

ARTICLE 12 - REDUCTION OF STAFF/RECALL

Section 12.01 Procedure
In the event of an unforeseen change in student population or other conditions necessitating a reduction of the number of employees of the Association employed by the District, the following procedure shall be followed.

Section 12.02 Order of Layoff
Employees with the least amount of service, according to the seniority list as established in Article 9, shall be laid off first. If there are no vacancies, the number of layoffs shall equal the number of employee positions reduced.

Section 12.03 Association Participation
Association representatives will be communicated with during both the layoff and the rehiring process.

Section 12.04 Substitution During Layoff
During the period of reduction, all temporary and substitute positions shall be filled by employees laid off or on a leave of absence under Section 14.08 before new personnel are employed. The employee shall be paid at their rate of pay at the time of layoff.

Section 12.05 Order of Recall
When there is a vacancy or an increase in positions following a layoff, the laid-off employee with the most amount of service according to the seniority list shall be the first to be recalled. Vacant positions will not be filled with new hires if there is a laid-off employee who has not been recalled.

Section 12.06 Layoff Seniority Rights/Benefits
Employees who are laid off shall have their length of service and applicable benefits frozen and preserved for reinstatement upon their return to employment. If an employee fails to sign a contract for the position to which they are recalled within fifteen (15) calendar days from the date the recall notice is received via certified or registered mail, their employment, seniority and all other benefits with the District shall be considered terminated.

Section 12.07 Leave of Absence Option
An employee may be granted, with the approval of the HR Office, a voluntary leave of absence under the provisions of Section 14.08 so as to reduce the number of layoffs.

Section 12.08 Notification Timelines
The notice given pursuant to this Article must be accorded to an employee at least thirty (30) calendar days before the date the employee is laid off.

ARTICLE 13 - SUMMER POSITIONS

Section 13.01

If summer positions become available due to summer school, enrichment programs, or similar initiatives, the job openings will be posted prior to June 1. Postings will include job requirements and any special provisions required by federal regulations to secure grant funding. The Association will be notified of these provisions.

Section 13.02

- Summer positions will only be offered to current employees.
- Summer program seniority is based on the number of summers an employee has worked in that specific program.
- If no program-specific seniority exists or if a tie occurs, District seniority will determine placement.
- An employee will lose their summer program seniority if they do not apply for available positions.
- Compensation for summer positions shall be paid at the appropriate rates as defined in Appendix "A".

ARTICLE 14 - LEAVE OF ABSENCE

Section 14.01

Leaves of absence with pay chargeable against earned sick time shall be applied for, in writing, on forms provided by the HR Office.

1. Use of Earned Sick Time:
   a. Employees may use any of their accrued earned sick time in half (1/2) day increments.
   b. Notice of the need to take earned sick time off shall be given to the employee's immediate supervisor within the three (3) workdays prior to using earned sick time, if known; or as soon as the earned sick time need is foreseeable known.
   c. Earned sick time shall be allowed for the following purposes:
      i. The employee's own mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or for preventative medical care for the employee.
      ii. For the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition; or for preventative medical care for a family member of the employee.

iii. Situations where the employee or a family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or result from the domestic violence or sexual assault.
iv. For a meeting at a child's school or place of care related to the child's health or disability or the effects of domestic violence or sexual assault on the child.
v. For the closure of an employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of an official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's, or employee's family member's, presence in the community would jeopardize the health of others because of the member's or family member's exposure to a communicable disease.

d. "Family member" as used in this Article, shall include:
i. A biological, adopted, or foster child, stepchild or legal ward, a child of a domestic partner or a child to whom the employee stands in loco parentis.
ii. A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.
iii. A person to whom the employee is legally married under the laws of any state or a domestic partner.
iv. A grandparent.
v. A grandchild.
vi. A biological, foster or adopted sibling.
vii. Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

e. Any employee who utilizes earned sick time shall not be required to search for or secure a replacement worker as a condition for using earned sick time.

2. Earned Sick Time Usage Exceeding Three (3) Consecutive Days:
a. An employer may require an employee who has used more than three (3) consecutive days of earned sick time to provide reasonable documentation that the earned sick time has been used for an appropriate purpose. Upon request, the employee must provide documentation in a timely manner. Documentation signed by a health care professional indicating that earned sick time is necessary is considered reasonable documentation.

b. In cases of domestic violence or sexual assault, one (1) of the following types of documentation selected by the employee is considered reasonable documentation:
   i. A police report indicating that the employee's or the employee's family member was a victim of domestic violence or sexual assault.
   ii. A signed statement from a victim and witness advocate affirming that the employee or a family member is receiving services from a victim services organization.
   iii. A court document indicating that the employee or family member is involved in legal action related to domestic violence or sexual assault.
c. The employer must not require that the documentation explain the nature of the illness or the details of the violence. If the employer decides to require documentation for earned sick time, the employer must pay for all out-of-pocket expenses the employee incurs in obtaining the documentation.
d. An employer shall not require disclosure of details relating to domestic violence, sexual assault, or the details of an employee's, or an employee's family member's, medical conditions as a condition of providing earned sick time. If an employer possesses health information or information pertaining to domestic violence or sexual assault about an employee or an employee's family member, the employer must treat that information as confidential and not disclose that information except with the permission of the affected employee.

Section 14.02

Employees will be granted four (4) personal business days at the start of each school year. These days are intended for personal matters that cannot typically be addressed outside of school hours. Personal business days do not accumulate; however, any unused days as of June 30 may be transferred to the employee's accumulated earned sick leave bank.

Personal business days may not be used on the day before or after a holiday or vacation period, on the first or last day of the school term, or on November 15, except with written justification submitted to the HR Office. Their decision on the justification will be final.

Section 14.03

Leaves of absences with pay not chargeable against earned sick time allowance shall be granted for the following reasons:

1. **Bereavement Leave:** A maximum of three (3) workdays to attend services or grieve for a death in the immediate family; spouse, father, mother, children, sister, brother, father-in-law, mother-in-law, grandchildren, grandparents. Up to an

additional three (3) workdays of accumulated earned sick time may be granted at the discretion of the HR Office.

2. **Funeral Leave:** One (1) workday for the death of a person whose relationship to the employee warrants such attendance, upon approval by the HR Office.
3. **Jury Service:** When paid for jury duty, the employee shall keep the check issued by the Court and will be paid the difference between jury pay and the employee's regular daily rate.
4. Court appearance as a witness in any case connected with the employee's employment or the District.
5. One (1) workday to take the selective service physical examination.

Section 14.04

Unpaid leaves of absence do not include benefits; however, medical coverage may be continued at the employee's expense through COBRA. To initiate this process, the employee must contact the HR Office.

Section 14.05

An employee whose personal illness extends beyond the compensated period may be granted an unpaid leave of absence for up to three (3) school years. Upon return, the employee will retain all previously accrued seniority and will be placed on the appropriate step of the salary schedule.

Section 14.06

Employees shall be granted no more than five (5) dock days every three (3) years. Dock Days are tracked on a three (3) year basis (e.g., an employee whose start date is 10/11/2027, will have their dock days reset to zero (0) on 10/11/2030). The dock days shall be granted contingent upon the exhaustion of all applicable paid absence days (e.g., vacation, personal) provided for in the Master Agreement.

Additional dock days beyond above may be granted at the discretion of the HR Office for extraordinary opportunities or for emergency circumstances beyond the paid leaves of absence provided for in the Master Agreement.

The decision of the HR Office denying any additional dock days shall not be subject to the grievance procedure.

Section 14.07

Employees covered by this Agreement who are officers of the National, State, or Local Association or who are appointed to its staff shall, upon written application, be given a leave of absence for one (1) year without pay for the purpose of performing duties of

said Association. Employees shall have their length of service and benefits frozen for their use upon return.

Employees who wish to return from leave must provide written notice to the Human Resources Office at least sixty (60) calendar days prior to the scheduled end of the leave.

Section 14.08
An employee may request and be granted an unpaid health leave for up to one (1) school year when the health of a family member or member of the immediate household warrants it.

Unpaid leaves of absence do not include benefits. Employees who wish to return from leave must provide written notice to the Human Resources Office at least sixty (60) calendar days prior to the scheduled end of the leave. The employee shall return to the same placement on the salary schedule, with all seniority and earned sick time accumulation enjoyed at the time the leave was granted. Unpaid leaves of absence do not include benefits.

Section 14.09
An employee may request an unpaid leave of absence at the time of a layoff in order to reduce the number of employees affected, without forfeiting seniority rights or accumulated earned sick leave. This leave will end when all employees have been recalled.

Section 14.10
Employees may be granted up to five (5) school years of unpaid child-rearing leave. This leave is also available to employees who are adopting a child.

Unpaid leaves of absence do not include benefits. Employees who wish to return from child-rearing leave must provide written notice to the HR Office at least sixty (60) calendar days prior to the scheduled end of the leave. The employee shall return to the same placement on the salary schedule, with all seniority and earned sick time accumulation enjoyed at the time the leave was granted.

Section 14.11
An unpaid leave of absence for no less than three (3) months and up to one (1) year shall be granted upon application to the HR Office for any reason important to the employee, individuals accepting employment outside of the District are not eligible for this leave. The employee shall return to the same placement on the salary schedule,

with all seniority and earned sick time accumulation enjoyed at the time the leave was granted. If an employee desires to return to work, notice must be received, in writing, by the HR Office at least sixty (60) calendar days prior to the termination date of leave. This provision may only be utilized once every five (5) years.

Section 14.12
The District has no obligation to guarantee the return of any employee to a specific building or previous position at the conclusion of an unpaid leave of absence.

Section 14.13
Unpaid Leaves of Absence shall only apply to all employees who have successfully completed their probationary period.

Section 14.14
Leaves of absence for military reserve or National Guard duty shall be granted in accordance with applicable state and federal laws. Within this framework, employees may be granted leave for voluntary military reserve or National Guard duty, provided these days occur during the employee's contractual work year. Employees ordered to voluntary duty shall receive compensation equal to the difference between their regular salary and the military pay received for up to fifteen (15) days. To receive this differential pay, employees must submit a copy of their military pay stub.

Section 14.15 Leave Application Procedures
Application materials are available from the HR Office. Once completed, applications must be submitted to the HR Office.

Required Documentation:
- FMLA Application Form
- Leave Application Form

Incomplete or improperly completed forms will result in automatic denial of the application. Applications may be resubmitted.

It is the employee's responsibility to provide all necessary and updated medical documentation. This includes any additional medical information relevant to the leave request. Updates should be submitted directly to the HR Office for review. Only the information provided will be considered.

Required documentation includes, but is not limited to:
- Extension of Medical Leave (must include current date, if applicable)

- Description of medical condition and treatment plan
- Detailed explanation of any work restrictions or limitations
- Estimated return-to-work date

If work restrictions exist, the treating physician must complete the appropriate form provided in the application packet, outlining the nature of the restrictions and any suggested accommodations that may be required for the employee's return to work. If the work restrictions extend into ADA accommodations, additional forms will be required and provided by the HR Office, upon request from the employee.

ARTICLE 15 - EARNED SICK TIME

Section 15.01
The use of earned sick time to cover the absence of an employee from school is outlined in Article 14.01.

Section 15.02
Ten (10) days of earned sick time will be granted to each employee at the start of the school year. Earned sick time will be available to employees on the District's digital platform. Accumulation of earned sick time shall be unlimited.

Section 15.03
Any employee who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law, shall receive from the District the difference between the allowance under the Workers' Compensation Law and their regular salary for the duration of the illness and the difference shall be charged against earned sick time. The employee shall receive their full salary and insurance benefits from the District as long as earned sick time allotment benefits are received. If the employee is still disabled by compensable illness, they will continue receiving Workers' Compensation insurance only for the duration of the disability. FMLA leave shall run concurrently with Workers' Compensation leave.

ARTICLE 16 - INSURANCE PROTECTION

Section 16.01
Pursuant to the authority set forth in Section 617 of the School Code of 1965, as amended, the District agrees to furnish all employees except those on leave the following insurance protection.

Section 16.02
The District shall provide a fully funded amount of thirty thousand ($30,000) dollars in group term life insurance plus thirty thousand ($30,000) dollars AD&D.

Section 16.03
The District will contribute one hundred percent (100%) of the hard cap limits (through PA 152) set by the Michigan Department of Treasury for medical premiums listed in Article 16 - Insurance Protection including but not limited to H.S.A. deductible, all costs to administer a Health Equity Flexible Spending Account (FSA), and all "medical benefit plan" costs within the meaning of the Public Act of 2011 and maintain the medical benefit plan coverage year from January 1 through December 31. Should the premium cost of the HSA plan fall under one hundred percent (100%) of the State hard cap rates, the District will pay the difference in premium cost and hard cap contribution to the employee through an HSA contribution no later than the first regularly scheduled payroll in January if enrolled in the HSA plan.

Example: January 1, 2027, 100% of the state hard cap is:

Single:	$8,180.35
Two-Person:	$17,107.66
Family:	$22,310.11

The annual District paid amounts shall adjust at the beginning of each MESSA plan year (January 1 through December 31), at one hundred percent (100%) of the maximum State Hard Cap permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act (PA 152).

Any premium or deductible for the HSA Plan, above the one hundred percent (100%) of Hard Cap, will be the responsibility of the teacher and will be contributed through payroll deduction in equal bi-weekly amounts from the teacher's paycheck through a qualified Section 125 Plan and, as such, will not be subject to withholding. The District's "qualified Section 125 Plan" shall include any and all of the 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 HSA, up to the maximum amounts allowed by Federal Law.

The District shall have the right to recover any unpaid premiums by the member (in addition to any other remedies provided by law) by deducting the premium amount in arrears from any wages remaining to be paid to the employee. If remedies described

are not available, the District reserves the right to terminate healthcare coverage of the teacher who is unable to make their portion of the premium current.

In the event that State Legislation changes with PA 152, the Association and District will reconvene to negotiate the impact of the new legislation in a timely manner.

Employees may elect to establish a Health Equity Flexible Spending Account (FSA) for "Choices" medical expenses during the annual open enrollment. Contributions for the FSA shall be made through a Section 125 payroll deduction (pre-tax benefit). There shall be a five hundred dollars ($500) rollover to the teacher's FSA at the end of each calendar year (adjusted according to IRS regulations). Any monies in the employee's FSA at the end of the IRS expenditure period beyond the five hundred dollar ($500) eligible rollover shall revert to the District (adjusted per IRS regulations).

The parties may elect other insurance options during the life of this agreement.

Medical Insurance:

The District shall provide complete health care protection on a full twelve (12) month basis with either single, two-person, or full family benefits status as selected by the employee during the open enrollment period. The plan year is January 1st through December 31st.

Employees shall have the following MESSA medical plans available:

a. Option 1: MESSA Choices
   $500/$1,000 In-Network Deductible
   $20/$20/$20 On-Line/Office Visit/Specialist Visit Copay
   $25/$50 Urgent Care/Emergency Room Copay
   3-Tier Rx

b. Option 2: MESSA ABC Plan 1
   $1,650/$3,300 In-Network Deductible (set by IRS*)
   $0/$0/$0 On-Line/Office Visit/Specialist Visit Copay
   $0/$0 Urgent Care/Emergency Room Copay
   3-Tier Rx
   Health Equity Account

   Employees who enroll in a HSA eligible medical plan may select to have seventy percent (70%) of the IRS deductible minimums (currently one thousand six hundred fifty ($1,650) dollars for self only and three thousand three hundred ($3,300) dollars for two (2) person and full family) deposited annually into their

HEQ HSA account no later than the first regularly scheduled payroll in January and thirty percent (30%) of the IRS deductible minimums for HSA eligible medical plans deposited annually into their HEQ HSA account no later than the first regularly scheduled payroll in September and shall be included in the premium cost for the ABC Plan. The deductible level deposited shall be based upon the coverage level selected (e.g., Single or 2-Person/Family).

If the employee's actual IRS deductible minimums costs exceed the seventy percent (70%) amount deposited for January 1 through August 31, said employee shall submit a written request to the HR Office to have their HSA account increased with the remaining thirty percent (30%) of the IRS deductible minimums no later than the first regularly scheduled payroll in the month following the request.

*In the event there are changes in the minimum HDHP deductible, then it shall be increased consistent with state and federal law.

c. Option 3: MESSA ABC Plan 2
$2,000/$4,000 In-Network Deductible
$0/$0/$0 On-Line/Office Visit/Specialist Visit Copay
$0/$0 Urgent Care/Emergency Room Copay
0% Co-insurance
3-Tier Mail Rx
Health Equity Account

Employees who enroll in ABC Plan 2 HSA eligible medical plan may select to have seventy percent (70%) of the in-network deductible (currently two thousand ($2,000) dollars for self only and four thousand ($4,000) dollars for two (2) person and full family) deposited annually into their HEQ HSA account no later than the first regularly scheduled payroll in January and thirty percent (30%) of the in-network deductible for the HSA eligible medical plans deposited annually into their HEQ HSA account no later than the first regularly scheduled payroll in September and shall be included in the premium cost for the ABC Plan 2. The deductible level deposited shall be based upon the coverage level selected (e.g., Single or 2-Person/Family).

If the employee's actual in-network deductible costs exceed the seventy percent (70%) amount deposited for January 1 through August 31, said employee shall submit a written request to the HR Office to have their HSA account increased

with the remaining thirty percent (30%) of the in-network deductible no later than the first regularly scheduled payroll in the month following the request.

d. Option 4: MESSA ABC Plan 3
$3,500/$7,000 In-Network Deductible
$0/$0/$0 On-Line/Office Visit/Specialist Visit Copay
$0/$0 Urgent Care/Emergency Room Copay
20% Co-insurance
5-Tier Rx
Health Equity Account

Employees who enroll in ABC Plan 3 HSA eligible medical plan may select to have seventy percent (70%) of the in-network deductible (currently three thousand five hundred ($3,500) dollars for self only and seven thousand ($7,000) dollars for two (2) person and full family) deposited annually into their HEQ HSA account no later than the first regularly scheduled payroll in January and thirty percent (30%) of the in-network deductible for the HSA eligible medical plans deposited annually into their HEQ HSA account no later than the first regularly scheduled payroll in September and shall be included in the premium cost for the ABC Plan 3. The deductible level deposited shall be based upon the coverage level selected (e.g., Single or 2-Person/Family).

If the employee's actual in-network deductible costs exceed the seventy percent (70%) amount deposited for January 1 through August 31, said employee shall submit a written request to the HR Office to have their HSA account increased with the remaining thirty percent (30%) of the in-network deductible no later than the first regularly scheduled payroll in the month following the request.

e. Option 5: Cash-in-lieu of one hundred ($100) dollars per month.

Cash/Annuity In-Lieu: Employees who qualify for health insurance coverage and who choose not to be provided with such coverage shall receive a cash option payment for one hundred ($100.00) dollars per month or one hundred ($100.00) dollars per month under Section 125 of the Internal Revenue Code (403b).

Annually, the employee will need to complete a declination form when making a decision not selecting insurance coverage. As a condition to obtaining any cash-in-lieu benefit, the employee must first present documentation that they

have other coverage meeting affordability and coverage minimums of the Affordable Care Act.

Section 16.04 Dental

The District shall provide fully funded dental insurance options for a full twelve (12) month period through MESSA Dental Insurance Program. Options available are full family, single, or two person levels of benefits. The program coverage shall be:

- Diagnosis & Prevention = 100% (2 cleanings per year)
- Basic Services = 80% (X-Rays)
- Major Services = 80% (Annual Max = $1,500)
- Orthodontics = 80% (Lifetime Max = $1,500)

Section 16.05 Vision Care

The District shall provide fully funded vision insurance for a full twelve (12) month period through MESSA VSP 3 G. Options available are full family, single, or two person levels of benefits.

Section 16.06 Long Term Disability

The District shall provide fully funded long term disability insurance for all employees for a full twelve (12) month period through MESSA.

Benefits shall be paid at sixty percent (60%) of salary up to a monthly maximum of five thousand ($5,000) dollars as negotiated between both parties after a sixty (60) Calendar Day Straight Wait (CDSW).

Social Security freeze and family offset shall be included with a pre-existing condition waiver. Alcoholism/drug waiver and mental/nervous disorders have a maximum of two (2) years benefit payout. Cost of living adjustments are not included. There is a two (2) year benefit for their own-occupation.

All other District provided benefits end with the beginning of long-term disability payments until an employee returns to work with the District.

ARTICLE 17 - SCHOOL CLOSINGS

Section 17.01

When it is necessary for the Superintendent of Schools to close or delay the start of schools, every effort will be made to issue the announcement as early as possible.

Section 17.02
In the event of a two (2) hour delay, employees will report two (2) hours after their normal start time.

Section 17.03
Employees are not required to report to work on days when schools are closed.

Section 17.04
If the School Aid Act requires the District to schedule additional student instruction days or hours due to closures or delays caused by circumstances beyond the control of school authorities, those additional days/hours will be rescheduled. Employees will be paid for days/hours when the District is closed or delayed but will not receive extra pay for any rescheduled instructional time.

Employees who are absent on a day when school is closed or delayed will not be charged for that absence. However, if an employee is absent on a rescheduled instructional day at the end of the school year, the absence will be recorded and charged according to the applicable reason.

ARTICLE 18 EMPLOYEE PROTECTION

Section 18.01
The District recognizes its responsibility to give all reasonable support and assistance to employees with respect to an emergency situation. The District shall receive and consider any duty alleged grievance concerning insufficient administrative backing and support of the employee.

Section 18.02
If an employee acts in accordance with District policies and applicable law, the District shall provide legal counsel of its choosing, at no cost to the employee, to advise them of their rights and obligations, and will offer all reasonable assistance in connection with any related investigations or proceedings conducted by law enforcement or judicial authorities. If legal action is initiated against an employee due to their appropriate involvement in school-related duties, the District shall provide legal representation and necessary support in the employee's defense, as permitted under the Michigan School Code. However, such support will not be provided if it is determined that the employee acted outside the scope of their official duties or engaged in misconduct.

Section 18.03
Employees shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to a person or property.

ARTICLE 19 EMPLOYEE IMPROVEMENT

Section 19.01
The District and the Association recognize the need, desirability, and importance of continuing training and education of employees. The parties agree that self-improvement through additional training and education will benefit the District.

Section 19.02
An opportunity will be extended to the employees for professional growth. The purpose of training shall be to provide experiences and information to employees. With prior approval, employees will be released from regular duties to attend training.

Section 19.03
It is the responsibility of the individual employee to provide necessary documentation to the HR Office for accounting of a Master's Degree, pay is prorated from verified receipt of the official transcript to the District.

ARTICLE 20 SEVERANCE PAY

Section 20.01
For each year after ten (10) consecutive years of service to the District, the employee shall receive two hundred thirty-five dollars ($235.00) per year.

Section 20.02
Employees with a start date of July 1, 1998, or before, will not be eligible for Section 20.01, but will instead be eligible for the following:

If the employee retires under the provisions of MPSERS (Michigan Public Schools Employees Retirement System) and has at least ten (10) years of Bay City Public School's service, they shall receive upon retirement:

- For each accumulated unused absence day up to a maximum of ninety-six (96) days, the employee shall receive an amount equal to their daily base rate of pay.
- For each accumulated unused absence day above ninety-six (96) days, the individual shall receive an amount equal to one-half (½) their daily base rate of pay, up to one hundred twenty-five (125) days.

- The total severance amount will be paid over a period of five (5) years on a bi-weekly basis beginning with the first regular pay following the first full month after the effective date of retirement or the first scheduled pay of the next school year (should retirement be effective at the end of the school year). Said severance will be deposited into a Paradigm Equity 403(b) plan account for the employee.
- If the total severance amount is five thousand dollars ($5,000) or below, the amount may be paid into a paradigm Equity 403 (b) account in one (1) lump sum on the first scheduled pay of the next school year (or the first scheduled pay of the next full month following the effective date of retirement if it is in a mid-year retirement).
- The employee shall notify the HR Office with two-weeks prior notice of terminating employment. Failure to do such may result in the loss of a severance benefit.

ARTICLE 21 CONTINUITY OF OPERATIONS

Section 21.01
Both parties acknowledge the importance of maintaining continuous and uninterrupted operation of the educational program and seek to avoid disputes that could disrupt such operations. Neither the Association nor any individuals acting on its behalf will cause, authorize, or support—and none of its members will participate in—any strike. This includes concerted failure to report for duty, willful absence from their position, work stoppage, or any partial or complete refusal to fully, faithfully, and properly perform their duties for any reason.

Section 21.02
If the Association delivers written notice to the District disclaiming responsibility for any activity prohibited by this Agreement, it shall not be held liable for that activity in any manner. Any violation of this Agreement by an employee or group of employees shall be considered good cause for their termination or the imposition of disciplinary action or penalties, without the right to arbitration. However, whether they participated in the violation may be subject to arbitration.

Section 21.03
If this Article is violated, the District shall have the right, alongside any other available legal remedies, to pursue injunctive relief and claim damages from the Association for breach of this Agreement.

Section 21.04
Notwithstanding the above, nothing in this agreement shall be interpreted as a waiver of any rights that the Association or its members may have under Act 336 of the Michigan Public Acts of 1947, as amended by Act 379 of the Michigan Public Acts of 1965, or any other rights granted by law.

ARTICLE 22 NEGOTIATION PROCEDURES

Section 22.01
The HR Office and other members of the District Administration, as they deem appropriate, and the Association's Contract Maintenance Committee (CMC) will meet three (3) times per school year at a mutually agreed time, place, and date for the purpose of reviewing the administration of the contract and to resolve problems that may arise. The Association's Contract Maintenance Committee (CMC) shall consist of the President, at least two (2) other Association members, and the executive director. These meetings are not intended to bypass the grievance procedure. Said meetings shall occur during school hours whenever possible.

Section 22.02
CMC meetings may include:

- Staffing review in relation to student enrollment
- Staffing in reaction to building needs
- Planned training and professional development
- Review of job descriptions
- Evaluation concerns

In the event the District deems it necessary to revise or update job descriptions, the evaluation form, or evaluation process, the changes shall be formed in consultation with the Association's Contract Maintenance Committee (CMC).

The Association and the District shall negotiate rates for any current or newly created classification or positions.

A job description shall stipulate:

1. Minimum qualifications.
2. Overview of the general duties for a given position.

Section 22.03
Any employee engaged during the workday in any negotiation session shall be released from the regular duties without loss of benefits.

Section 22.04
Neither party shall have authority over the selection of the other party's negotiating or bargaining representatives. Both parties mutually commit that their representatives will be fully authorized to present proposals, evaluate proposals, and make concessions during the negotiation process.

Section 22.05
There shall be two (2) signed copies of any final Agreement. One (1) copy shall be retained by the District and one (1) by the Association. This Agreement shall be posted on the District website.

Section 22.06
If the parties fail to reach an Agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission (MERC) or take any other lawful measure it may deem appropriate.

ARTICLE 23 MISCELLANEOUS PROVISIONS

Section 23.01
Employees not covered by this Agreement shall not displace employees of the Association covered by this Agreement by performing work normally performed by such employees. The intent of this section does not prevent other school employees from performing infrequent, incidental, and minor work which are deemed Association work. However, principals may perform work covered by this Agreement in the following circumstances:

1. Training employees
2. Installing new processes, procedures, and programs
3. In case of emergency

Section 23.02
This Agreement shall take precedence over any District rules, regulations, or practices that conflict with its terms. It shall also override any conflicting terms in individual contracts previously in effect.

Section 23.03
If any provision of this Agreement, or its application to any employee or group of employees, is found to be contrary to law, that provision or application shall be invalid only to the extent prohibited by law. All other provisions and applications shall remain in full force and effect.

Section 23.04
Administrative procedures will be provided to employees by the Building Principal at the beginning of the school year.

ARTICLE 24 - DURATION OF AGREEMENT

Section 24.01
This Agreement constitutes the entire collective Bargaining negotiations of all subjects for the term of this Agreement, and shall be effective as of July 1, 2026, and shall continue in full force and effect and be legally binding on the parties hereto, until June 30, 2029, and from year to year thereafter unless either party serves notice, in writing, upon the other party by March 1 prior to the expiration date of this Agreement or any following June 30 thereafter.

This Agreement may be altered, amended, supplemented, or modified only by a written and signed amendment, executed voluntarily and mutually by the authorized representatives of both parties.

Section 24.01
If the parties are unable to reach an agreement during negotiations, either party may request mediation through the Michigan Employment Relations Commission (MERC) or pursue any other lawful action it considers appropriate.

APPENDIX A - SALARY SCHEDULES

26-27		
Step	BA	MA
1	43,000	45,000
2	43,500	45,500
3	44,000	46,000
4	44,500	46,500
5	45,000	47,000
6	45,500	47,500
7	46,000	48,000
8	46,500	48,500
9	47,000	49,000
10	47,500	49,500
11	48,000	50,000
12	48,500	50,500
13	49,000	51,000
14	49,500	51,500
15	50,000	52,000
16	50,500	52,500
17	51,000	53,000
18	51,500	53,500
19	52,000	54,000
20-28	52,500	54,500
29	56,500	58,500

27-28		
Step	BA	MA
1	43,700	45,700
2	44,200	46,200
3	44,700	46,700
4	45,200	47,200
5	45,700	47,700
6	46,200	48,200
7	46,700	48,700
8	47,200	49,200
9	47,700	49,700
10	48,200	50,200
11	48,700	50,700
12	49,200	51,200
13	49,700	51,700
14	50,200	52,200
15	50,700	52,700
16	51,200	53,200
17	51,700	53,700
18	52,200	54,200
19	52,700	54,700
20-28	53,200	55,200
29	57,200	59,200

28-29		
Step	BA	MA
1	44,400	46,400
2	44,900	46,900
3	45,400	47,400
4	45,900	47,900
5	46,400	48,400
6	46,900	48,900
7	47,400	49,400
8	47,900	49,900
9	48,400	50,400
10	48,900	50,900
11	49,400	51,400
12	49,900	51,900
13	50,400	52,400
14	50,900	52,900
15	51,400	53,400
16	51,900	53,900
17	52,400	54,400
18	52,900	54,900
19	53,400	55,400
20-28	53,900	55,900
29	57,900	59,900

Off Schedule Payment

For 2027-28 and 2028-29, employees at Step 29 will receive a Five Hundred Dollars ($500) off-schedule payment in the last pay of June for each of those years.

Summer Positions/Hourly Work

The rate of pay for these exempt employees for summer positions, being required to work over lunch, extra-duty clubs, and other required hourly assignments outside of their role is $28.60 per hour ($43,700/191/8).

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this 11th day of May, 2026.

By:

Bay City Educational Support Coordinators Association	Bay City Public Schools Board of Education
Kevin McCann Kevin McCann (May 26, 2026 10:14:13 EDT) **BCESCA Negotiator**	Joslyn K Jamrog Joslyn K Jamrog (May 26, 2026 12:06:50 EDT) **Board of Education President**
Taylor Jean Taylor Jean (May 26, 2026 10:08:54 EDT) **BCESCA Negotiator**	Carrie Sepeda Carrie Sepeda (May 26, 2026 16:58:19 EDT) **Board of Education Secretary**
Katie Phelps Katie Phelps (May 26, 2026 09:56:47 EDT) **BCESCA Negotiator**	Grant Hegenauer (May 26, 2026 09:50:45 EDT) **Superintendent**
Amanda Russell Amanda Russell (May 26, 2026 09:59:12 EDT) **BCESCA Negotiator**	Matthew Cairy (May 26, 2026 10:10:09 EDT) **Associate Superintendent**
Loretta (Lori) Ruggles (Jun 3, 2026 10:02:06 EDT) **BCESCA Negotiator**	
Rhonda Kruch Rhonda Kruch (May 26, 2026 07:53:31 MDT) **BCESCA Chief Negotiator**	

APPENDIX B - Calendar

BAY CITY PUBLIC SCHOOLS

Master Calendar
2026-2027

BCESCA

July

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

August 7 (11*)

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	PD	PD	20	21
24	25	26	27	28
31				

September 20

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

October 22

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
PD	20	21	22	23
26	27	28	29	30

November 18

M	T	W	T	F
2	PD	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

December 14

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

January 19 (1*)

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	PD	20	21	22
25	26	27	28	29

February 18 (2*)

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

March 19

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

April 20

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

May 19

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

June 4 (2*)

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

Welcome Back Meeting: 8/17/2026

Non-Paid Days

Possible Non-School Work Days - *(See Section 6.06)

First/Last day of School

End of Semester

Total Paid Days: 191



Master Calendar
2027-2028

BCESCA

July

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

August 8 (11*)

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	PD	PD	19	20
23	24	25	26	27
30	31			

September 20

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

October 21

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
PD	19	20	21	22
25	26	27	28	29

November 19

M	T	W	T	F
1	PD	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

December 13

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

January 20 (1*)

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	PD	19	20	21
24	25	26	27	28
31				

February 19 (2*)

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29			

March 23

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

April 14

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

May 21

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

June 2 (2*)

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Welcome Back Meeting: 8/16/2027

Non-Paid Days

Possible Non-School Work Days - *(See Section 6.06)

First/Last day of School

End of Semester

Total Paid Days: 191