ESSEXVILLE-HAMPTON
PUBLIC SCHOOLS

AGREEMENT

Between the
Essexville-Hampton Board of Education
and the
Essexville-Hampton Education Association

For the Years:

2025 - 2026
2026 - 2027
2027 - 2028

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ARTICLE I

RECOGNITION

A. This Agreement is entered into this 9th day of June, 2025, by and between the School District of Essexville-Hampton, City of Essexville, Michigan, hereinafter called the "Board," and the Essexville-Hampton Education Association, hereinafter called the "Association."

B. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all persons holding positions which comprise the bargaining unit as hereinafter defined.

C. The bargaining unit is defined as professionally certified teachers,, homebound teachers, counselors, instructional coaches, MTSS/504 coordinators, interventionists, social workers, certified librarians and/or anyone assigned certified Teaching responsibilities.

Also included in the bargaining unit are all other positions which require the performance of the same or similar functions as identified in the bargaining unit definition.

The bargaining unit excludes superintendent, assistant superintendent, administrative assistant, principal, assistant principal, director of elementary education, community school coordinator, business manager, athletic director or coordinator not assigned any instructional duties within the bargaining unit in addition to the duties of an athletic director or coordinator, substitute teachers, and all other positions which require the performance of the same or similar administrative or supervisory functions.

The terms "Teacher" or "employee", when used in the Agreement, shall refer to all employees represented by the Association in the bargaining unit as defined above.

D. The Association certifies that it has been designated as such representative by a majority of the employees now in the unit, and that such designation has not been revoked.

E. No final agreement on the master contract between the parties may be executed without ratification by a majority of the Board of Education and a majority of the members of the Association.

ARTICLE II

RIGHTS OF THE BOARD

The employer, on its own behalf and on behalf of the electors of the school district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and the Constitution of the State of Michigan and of the United States.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the

employer, 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 this agreement and then to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

The parties agree that this contract incorporates their full and complete understanding and any prior oral agreements or practices are superseded by the terms of this agreement. The parties further agree that no such oral understanding or practices will be recognized in the future unless committed to writing and signed by the parties as supplement to this agreement.

ARTICLE III

ASSOCIATION & TEACHER RIGHTS

A. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under federal or state law and/or regulations with respect to his/her employment with the School District.

B. The Association and its representatives shall have the right to use school buildings upon approval by the building principal or designated representative, except in cases involving ten or fewer persons, prior approval shall not be needed but notification shall be provided to the building principal or his/her designated representative.

C. The Association shall have the right to use school facilities and equipment in school facilities at reasonable times, when such facilities and equipment are not otherwise in use and provided the persons to use the equipment are appropriately trained and proficient in the use of the equipment. The Association shall not use materials of the School District, unless arrangements are made to purchase such materials.

D. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards and through the district's computer systems provided such notes relate to normal, routine Association business of the Essexville-Hampton Education Association.

In accordance with the district's Acceptable Use Policy (AUP), the privacy of Association business communications will be respected by the district.

All such communication is to be signed by a representative of the Association. The Association may use the teacher mailboxes for communication to teachers upon submitting a copy to the superintendent or his/her designated representative at the time of distribution. No teacher shall be prevented from or required to wear an insignia, pin or other identification of membership in the Association on school premises.

E. The Board agrees to furnish one copy of the Board minutes to the president of the Association without charge. The Board agrees to furnish to the Association, in response to reasonable request and without charge, the following: seniority list, annual audit, projected budget, amended budgets, and detailed general fund line item budget report by programs. The Board agrees to furnish to the Association,

in response to reasonable request, other personnel and financial information pertinent to the negotiation process, master contract administration and FOIA requests at the charge of ten cents (10¢) per page plus any labor costs according to the law.

F. Notwithstanding any other provision of this agreement, as part of the teachers' contractual obligations for a school year, teachers shall provide the required number of days and hours of student instruction mandated by law for receipt of full state aid revenue by the school district, without additional compensation beyond the annual salary for the school year specified in the applicable salary schedule in Article XVIII, Professional Compensation. Canceled days of student instruction will be rescheduled only to the extent required by law for the school district to receive full state aid revenue. Otherwise, teachers shall be excused from reporting for duty on the canceled student instruction day, without loss of pay, and the canceled student instruction day will not be rescheduled. A student instruction day will be rescheduled later in the year to make up for that day if required by law.

If the rescheduling of additional student instruction days is required, the Board and the Association shall discuss when the days will be rescheduled. If the Board and the Association cannot reach agreement otherwise, student instruction days required to be rescheduled will be added as an extension of the school year on consecutive weekdays Monday through Friday.

ARTICLE IV

ASSOCIATION MEMBERSHIP

The Board and the Association agree that every member of the recognized bargaining unit shall have the right to freely join and leave the Association.

A. This Article shall become effective on August 1 of the school year the Association notifies the Superintendent or designee in writing by that date of its intent to implement payroll deduction of Association dues for that school year. The District shall not under any circumstances collect Political Action Committee (“PAC”) contributions.

B. Any bargaining unit employee may voluntarily become a member of the Association and voluntarily choose to leave membership of the Association at any time. The Superintendent or designee agrees to deduct membership dues for the Association from a bargaining unit member’s wages upon submission of voluntary written authorization from the bargaining unit employee by September 10 to the Superintendent or their designee. New employees hired after September 10 may have dues deducted their first year of employment with two weeks written notice.

1. The Employer shall process payroll deductions received from members according to the standards and practices of the District.

2. If the bargaining unit employee provides written notice to the Superintendent or designee that they are nullifying their authorization for dues deductions, the Superintendent or designee shall have the right to immediately suspend the membership dues for that specific employee.

3. Deductions will be made in equal amounts from the paychecks of the

bargaining unit employee beginning with the first pay following receipt of the voluntary written authorization from bargaining unit employee and, unless the Superintendent or designee receives a written request from the bargaining unit employee to discontinue deductions, continuing through the last pay in June of each year.

C. Accompanying the distribution of payments will be a report indicating the amounts attributable to each bargaining unit employee with the employee's name.

E. In the event that the District has a complaint or claim against it regarding dues deduction, the Association agrees to indemnify and safe the Board, its agents, and each individual school board member, harmless against all costs, claims, demands, suits, or other forms of liability that may arise out of or by reason of action by the Board for the purpose of complying with the agreement to deduct membership dues set forth above. Further, the District shall be held harmless for the assessment to deduct membership dues set forth above. Further, the District shall be held harmless for assessment and collection of union dues and the imposition of any penalties related to an employee's non-payment of union dues. The District will cooperate with the Association's legal counsel in the defense of any claim.

ARTICLE V

TEACHING HOURS

A. The work day for all teachers shall be from 15 (fifteen) minutes before a teacher's first assignment until 15 (fifteen) minutes after a teacher's final assignment, except for unforeseen circumstances as approved by the administrator. The daily maximum amount of time spent by a teacher in direct classroom teaching and/or supervision of students shall not exceed a daily average of 325 (three hundred twenty-five) minutes for a school year of 180 (one hundred eighty) student days in length. If the number of student days does change, the daily average will be adjusted accordingly through mutual agreement of the Association and the Board. The work day for teachers shall not begin before 6:45 a.m. nor end after 5:15 p.m. and shall not exceed eight (8) consecutive hours. The particular configuration of the teacher's work day shall be a subject for problem solving before the conclusion of the prior school year.

B. Recess (Y5 - 5th Grades)

1. All Teachers: Shall not be scheduled to work more than one twenty minute student recess per week or an equivalent configuration to be determined by the building administrator.

2. Specials Teachers in Y5 - 4th Grades (if 5th grade moves to an elementary building, this shall also apply): May be required to be assigned additional recess duties so that it aligns with contact time for classroom teachers to be determined by the building administrator.

3. If a Teacher is assigned to more than two buildings, recess duty shall not be mandated

C. Upon agreement by the teaching staff, president of the Essexville-Hampton

Education Association, principal, and superintendent, an individual school may alter the beginning and ending times of the school day in order to create time for staff development and school improvement activities.

D. All teachers shall be given a duty-free uninterrupted lunch period of not less than 30 (thirty) consecutive minutes in duration.

Each teacher with a full-time classroom teaching assignment shall be given an average daily conference period minimally equivalent to the shortest classroom teaching period or 45 (forty-five) minutes, whichever is longer, at the junior high and senior, and at the elementary schools no less than 30 (thirty) minutes, which shall be consecutive. When a reduced daily schedule occurs, building administration will make an attempt for all staff to have equal planning time. Teachers will not leave their building during the conference period without permission of the administrator or designated representative.

Split Building Teachers: Split building Teachers must work the same total contracted time per day as non-split building Teachers. This shall not be outside of an assignment's set contractual time for other teachers as determined by administration.

E. Professional Development

Quality professional development shall comply with all rules, regulations and guidelines of the Michigan Department of Education and Federal law.

One-half day of scheduled professional development prior to the start of the school year may be individual professional development time.

A Professional Development Team consisting of the building principal and interested teachers shall be established at each building to create professional development schedules for the remaining full and half-day sessions.

Each building will also have one hour of staff meeting time per month. The Professional Development Team will establish the calendar for the dates, times and duration of these meetings. It is understood that from time to time, an unscheduled meeting may be necessary. These meetings will be scheduled by mutual agreement of administration and building leadership.

F. Parent Teacher Conferences, Welcome Back Night/Title Night Event, Commencement

Elementary and Middle School teachers are required to participate in three (3) afternoon/evening parent/teacher conferences and one (1) Welcome Back Night/Title 1 Night (one event) shall not exceed three (3) hours per night. High school teachers are required to participate in three (3) afternoon/evening parent/teacher conferences and commencement ceremony not to exceed three (3) hours per night. The building principal and Association representative will determine the format and time allotment for each event.

Absences:

- Parent Teacher Conferences: In the event that approved absence has been granted for parent teacher conferences, the Teacher shall work with administration to identify a make-up date, in person, and within a reasonable

timeframe, regardless of the circumstance. In the event that this cannot be accomplished, the respective leave must be taken as a half day of leave.

- Welcome Back Night/Title 1 Event and Commencement: In the event that an approved absence (non-school related) is used for this event, a half day of leave shall be used. If the entire day was an approved absence, a total of 1.5 days of leave shall be used.

ARTICLE VI

TEACHING CONDITIONS

A. The Board will set aside one (1) room in each school, if available, for the exclusive use of the employees as a faculty lounge which is to be adequately furnished as determined by the Board. The teachers may use existing telephone facilities. In the event it becomes necessary at any school to restrict or regulate parking, the teacher shall be granted the same privileges and rights as extended to those employees of the district holding executive or supervisory positions. When facilities are available, the Board will provide a lunchroom for employee use.

B. Leave Reporting Process:

- Teachers will use the District Payroll Management System AND Substitute Management System to enter requests with at least 90 minutes prior to the contractual report time in order to report their unavailability to work, unless an unavoidable circumstance prevents such notification, regardless of needing a substitute or not. Failure to follow this process will result in one individual non-disciplinary reminder before any progressive discipline. Lesson plans for substitute teachers will be provided by the teacher substituted for, for the first five (5) days of any absence.

C. Teachers asked by the District to make plans for another teacher will be paid as outlined in Schedule C.

D. The Board therefore agrees that the class limit in the school district will be as follows:

- Grade Y5: 25 students
- Grade K: 25 students
- Grade 1-2: 27 students
- Grades 3-5: 30 students
- Grades 6-8: 180 students per day (based on a seven (7) period school day; six (6) classes taught)
- Grades 9-12: 120 students per day (based on a four (4) period day)

At all grade levels, every effort will be made to balance class sizes amongst all sections (or classes) of a particular course understanding these issues may not fully be able to be addressed.

This is exclusive of special classes that can customarily handle more than the above, i.e., gym, vocal music, instrumental music, etc.

It is understood that a lower student cap will be established for classes where there are safety considerations (industrial arts, culinary arts, etc.).

Paraprofessional/Aide time will be provided for elementary teachers under the following conditions:

1. Developmental kindergarten and kindergarten teachers will receive one (1) hour of paraprofessional/aide time if there are 26 (twenty-six) or more students in any one session.

2. Teachers of first and second grade with a class load of 28 (twenty-eight) or more students, but not in a split classroom, will receive one (1) hour of paraprofessional/aide time.

3. Teachers of grades 3-5 with a class load of 31 (thirty-one) or more students, but not in a split classroom, will receive one (1) hour of paraprofessional/aide time.

4. Split classrooms will be used strategically, when deemed academically beneficial by administration.

5. Teachers of split classrooms will receive two (2) hours of para-professional/aide time.

6. Split classrooms in grades 1-2 or 2-3 will be capped at 25 (twenty-five) students.

7. Split classrooms in grades 3-4 or 4-5 will be capped at 27 (twenty-seven) students.

8. The district will maintain paraprofessional support with one and a half (1.5) hours assigned to the junior high daily and one and a half (1.5) hour in the elementary building daily, if needed.

E. Accreditation and School Improvement

1. There may be one (1) coordinator/coach at each building (elementary, junior high, and high school). There may be three (3) team members in each of the buildings. Teachers at each building will submit their name for the coordinator or chair's position at their level to the building principal. In the event of multiple coordinators/coaches or chairs/committee members splitting one position, the percent of the stipend shall be equally divided among those splitting the position (example: 2 people split 1 team member position. Person A has been on the team for 5 years and Person B has been on the team for 2 years. Person A would be paid on Schedule B at 1%, Step 5 and Person B would be at 1%, Step 2).

2. Coordinators/coaches and chairs/committee members shall be compensated at a rate according to the provisions of Article **XIX,** Section H.

3. Teacher Compensation: Teachers, other than the coordinator/coaches and chairs/committee members, engaged in accreditation/school improvement work outside the teacher's normal work day or year will be compensated at the rate equal to that paid for curriculum development work.

4. Participation as a chair/committee member or building coordinator/coach in the

accreditation/school improvement process by a bargaining unit member shall be subject to the following:

a. Participation by the bargaining unit member as a chair/committee member or building coordinator/coach is voluntary.
b. Bargaining unit members participating as a chair/committee member or building
Coordinator/coach in the accreditation/school improvement process, including training and scheduled committee meetings, shall be provided released time for meeting or training held during the employees' regular work day.
c. Selection for these positions will be done through the "mutual selection" process.

F. Elementary Grade Level Chair (Y5 - 5th Grades)

Elementary Grade Level Chairs shall be:

- Young 5's
- Kindergarten
- 1st Grade
- 2nd Grade
- 3rd Grade
- 4th Grade
- 5th Grade
- Specials (Y5 - 4th Only based on current building configuration)

Each spring, the staff of an elementary building or 5th grade staff will submit a recommendation to keep the current team leader or nominate a replacement for the team leader position at all grade levels in the building. The principal shall review all recommendations and majority opinion shall rule provided the staff member is willing to serve as team leader. In the event of a tie the principal will choose between the two finalists. Results may be reviewed by the Union President. The team leader shall get a supply amount of $300 to be used for items or supplies for the entire team, not the team leader's individual classroom and a stipend of $500 annually.

G. Secondary Department Chair (6th - 12th Grades)

Secondary Chair Positions at the Junior High School and High School shall be:

- Arts/Electives
- English
- Math
- Science
- Social Studies

The Department Chair shall get a supply amount of $300 to be used for items or supplies for the entire team, not the team leader's individual classroom and a stipend of $500 annually.

Each spring, the staff of each department will submit a recommendation to keep the current department chair or nominate a replacement. The principal shall review all recommendations and majority opinion shall rule provided the staff member is willing to serve as department chair. In the event of a tie the principal will choose

between the two finalists. Results may be reviewed by the Union President. Each department chair will receive a stipend of $500 annually.

H. Except in an emergency, no member shall be required to perform medical, hygiene or other procedures related to bodily maintenance of students, such as (but not limited to) suctioning, catheterization, diapering, or attending to any personal hygiene or medical maintenance of students.

I. Any teacher who will be providing instructional or other services to a special education student will be invited to participate in student study/kid talk groups where student progress, information, accommodations, and services will be discussed. Any teacher who will be providing instructional or other services to a special education student will be notified of any upcoming IEP meetings. A teacher not required to attend the IEP may submit a written report to be read aloud at the meeting.

Whenever a student assigned to a classroom will need special education services and/or accommodations involving the classroom teacher, that teacher will be informed by the building administrator or designee, to the extent possible, of the specific needs and/or accommodations as soon as possible. A teacher responsible for special education services and/or accommodations shall receive appropriate consultation and training with regard to those responsibilities.

Concerns by a teacher about the appropriateness of a student's educational placement or accommodations shall be communicated to the building administrator. If an individual educational planning meeting is convened to review the appropriateness of the student's educational placement, the teacher raising the concern shall be invited to attend.

Concerns by a teacher about the responsibilities for special education services and/or accommodation for which he/she is responsible shall be communicated to the building administrator for review. If the concern is not resolved between the teacher and the building administrator, the concern may be reviewed in a professional staff communication meeting pursuant to Article XVIII.

When concerns arise, the special education process should be followed. No aspect of this language is meant to supersede federal or state special education law.

ARTICLE VII

QUALIFICATIONS, ASSIGNMENTS, VACANCIES, AND TRANSFERS

A. All teachers shall be given written notice of their assignments for the forthcoming year by the last day of school whenever practical. In the event that changes in such assignments occur, teachers affected shall be notified and consulted with as soon as possible. Unless required by an emergency situation, changes in teachers' assignments will not be made after August 1 preceding commencement of school. In the event a teacher refuses such an assignment (on or after August 1), he/she will be released from tenure and contract obligations without prejudice.

B. Vacancies

1. A "vacancy" shall be defined as an unassigned, open position or a newly created position which the district intends to fill. At the secondary level, a vacancy would consist of more than half a teacher's schedule.

2. Whenever vacancies in the bargaining unit occur, such vacancies will be emailed to staff and posted for a minimum of 5 business days (unless a shorter time is needed and mutually agreed upon between the District and Union leadership). All interested faculty personnel may express written interest in such vacancies with understanding that additional documentation may be required later.

3. Placement of Teachers: The Superintendent or designee shall be responsible for all placement decisions, when a vacancy exists, and when a posting is made. Consistent with Revised School Code 1248, all teacher placement decisions will be made by the Superintendent or designee at their discretion based on the following clear and transparent factors:
   a. Effectiveness as measured under the performance evaluation systems.
   b. The teachers' certification and years in the subject area or grade level.
   c. Professional Development or relevant special training that contributes to instruction in a meaningful way.
   d. Length of service within the District will be considered as a tiebreaker if a classroom teacher placement decision involves 2 or more teachers and all factors as listed above are equal.

4. Placement of individuals already employed in a like position within the bargaining unit may be completed based upon the factors above without an interview process once the posting period has elapsed.

C. Transfer - The superintendent shall be responsible for the transfer of all faculty personnel.

1. A "transfer" shall be defined as either a voluntary or involuntary change in a Teacher's position to another Teacher's position.

2. Procedure:
   a. A Teacher may, by the first week of March, of the current school year request a transfer for the subsequent school year by completing electronically a District issued "Optional Upcoming School Year Assignment Interest Survey."

b. For the purpose of District planning, a Teacher may, by the first week of March, complete a form outlining assignment interests for the upcoming year through a District electronic survey called, “Optional Upcoming School Year Assignment Interest Survey.” Should a position be posted that is of interest, the regular application process must be followed.

3. Whenever a Teacher is reassigned to a different position involuntarily, they shall be notified of such reassignment and may request a consultation with the superintendent.

4. A Teacher shall not be denied another position that they are qualified and certified to be in because of the likelihood of their current position not being filled. However, if the original position has been posted in accordance with the contract and the position is not filled, the District may require the Teacher to move back into the position originally vacated until such time that the position can be filled.

Extracurricular Duties

A. All vacancies in extracurricular duty positions shall be emailed to staff and advertised for at least 5 business days (unless it is an emergency situation with union agreement).

B. The determination of the qualifications of a teacher for consideration of assignment to a vacant extracurricular position shall be made by the athletic director or building administrator using clear and transparent procedures similar to hiring for a teacher position covered under vacancies and transfers. Those teachers qualified for consideration for assignment to the extracurricular position shall receive first consideration for assignment to the extracurricular position, unless the athletic director or building principal determines that an applicant who is not from the existing members of the bargaining unit is better qualified for assignment to the extracurricular duty position.

C. All compensation for extracurricular duties shall be made according to provisions of Article XIX, Section H & I.

D. No extracurricular duty position shall be assigned to any teacher without his/her consent.

E. A vacancy in an extracurricular duty position occurs when the position is newly created or when the person assigned to the position leaves it by resignation or termination.

ARTICLE VIII

SICK LEAVE PAY

A. Eleven (11) days sick leave with pay per year will be granted to each teacher at the beginning of the school year. Sick leave will be prorated based on the actual time worked. Part-time teachers shall be charged with one full day's leave for each regularly scheduled day missed. Unused sick leave shall be accumulated from year to year.

B. ESTA: Notwithstanding anything to the contrary in this Agreement, if the Michigan Earned Sick Time Act ("ESTA") is in effect, each ESTA year (i.e., each school year), the first 72 hours of paid sick leave may be used for any ESTA purpose, with those 72 hours of leaving being subject to the same conditions as provided in ESTA. Sick leave used for ESTA purposes may be used in the smallest increment that the District uses to account for absences for use of other time. For the purposes of ESTA, a Teacher work day shall constitute 7 hours per day. As a result the district will round this to 10.5 days that aligns to bargaining language within this agreement.

See appendix D referring to the, "GENERAL REQUIREMENTS - EARNED SICK TIME ACT."

C. A teacher who is absent due to a period of disability covered by the Michigan Workers Disability Compensation Act, MCL 418.101 *et seq.,* shall be allowed to utilize his/her sick leave on a prorated basis to supplement the amount of workers compensation benefits received by the teacher for receipt of his/her regular salary, until the teacher's accumulated sick leave and any sick leave granted from the sick bank is exhausted (e.g., if a teacher's award from workers' compensation is 75% of his/her salary, then¼ sick day for each day absent will be used from his/her sick leave to make up the difference).

D. On the day on which a teacher returns to school after any period qualifying for paid sick leave, that teacher shall file with the principal, on a form to be provided, certification of the illness. This certification shall include a description of the illness and shall be signed by the teacher attesting to the certification's veracity.

The Board, at its expense, may require a physician's examination of a teacher and certification that the ailment justifies that teacher not performing the normal teaching functions if the teacher's illness exceeds three consecutive (3) days or is a recurring illness or there is a suspected pattern of abuse regarding sick leave.

A teacher who has utilized all accumulative sick leave and/or any granted through the sick leave bank will be granted a leave of absence for a portion of or the remainder of the current or ensuing school year. Such a teacher, or a member of his/her immediate family, in his/her behalf, shall make a written request to the superintendent for such leave of absence, accompanied by a physician's certificate that he/she is unable to perform his/her teaching duties. He/She shall make a written request to the superintendent for re-employment when able to resume his/her teaching duties, accompanied by a physician's certificate evidencing such ability. The teacher shall be assigned to the same position in which employed prior to the illness or injury, if available, or to a substantially equivalent position.

E. There shall be established at the beginning of each school year a sick leave bank, funded with only the unused personal business days from the previous school years, which may accumulate with the unused days in the sick leave bank to a maximum of one hundred fifty (150) days available for use during that school year. Teachers who have exhausted their accumulated sick leave shall be entitled to make withdrawals from the bank upon the grant and approval of a majority of the administrative panel of the bank. The administrative panel shall be comprised of three members designated by the Association.

In the event that the sick leave bank days available in a given contractual year have been exhausted, the administrative panel may authorize days from the next succeeding year's bank. The next succeeding year's sick bank shall be reduced by the number of days borrowed.

F. Full-time teachers with 20 (twenty) or more years of service in Essexville-Hampton Public Schools may, upon receipt of a letter of resignation, elect a Board-paid retirement payment, through a district special pay plan into a 403(b) or 457 account. The severance payment shall be $100.00 for each day of accumulated sick leave up to eighty (80) days to a total amount of $8,000. Accumulated sick days (81-120) will be paid at a rate of $125.00 for each day for an additional maximum of $5,000. Accumulated sick days (121-150) will be paid at a rate of $200.00 for each day for an additional maximum of $6,000.00. Accumulated sick days of 150 or more will receive a total severance of $19,000. The District and Association will mutually agree on vendor utilized for special pays.

ARTICLE IX

LEAVES OF ABSENCE

A. A teacher, who has exhausted his/her accumulated sick leave and any sick leave granted from the sick bank, will be granted a leave of absence without pay for a period not to exceed one year. Such a teacher, or a member of his/her immediate family in his/her behalf, shall make a written request to the superintendent for such leave of absence, accompanied by a physician's certificate that he/she is unable to perform his/her teaching duties. He/She shall make the written request to the superintendent for re-employment when able to resume his/her teaching duties, accompanied by a physician's certificate evidencing such ability. The Board may require the teacher to submit to a physical and/or mental examination by a physician of its choice. If the teacher is able to resume his/her teaching duties and his/her leave of absence has not expired, he/she shall be assigned to the same type of position in which he/she was employed prior to the illness or injury, or to a substantially equivalent position, commencing at such date as such a position becomes available.

B. The term "immediate family", as used in this article or elsewhere in this agreement, is defined to mean the mother, father, current spouse, sister (in-law), brother (in-law), or child (natural or adopted), grandfather, grandmother, parent/grandparent of spouse, grandchild, stepfather, stepmother, stepchild, stepbrother, and stepsister of a teacher. Others may be approved by the superintendent (i.e. foster child, live in partner, fiancé, etc. A teacher will be granted leaves of absence with pay, chargeable to his/her unused sick leave pay specified in Article VIII hereof, each school year, as follows:

1. For not to exceed five (5) days because of critical (hospitalized) illness of each member of his/her immediate family of the teacher. Five (5) days will be considered the maximum number that can be received at any one time.

2. For such period of time as the teacher is necessarily absent from school because of an emergency if a request therefore is made to, and approved by, the superintendent, as soon as conditions permit the teacher to make the request.

3. For not to exceed two consecutive days to attend the funeral or memorial service of a family relation or friend not within the definition of "immediate family". Teachers desiring to use such leave shall submit their request on the application form as soon as possible to his/her principal or immediate supervisor. Staff may also request the use of these days to have travel time to attend a funeral that takes place more than 150 miles from their home.

C. A teacher will be granted leaves of absence with pay, not chargeable against the sick leave pay specified in Article VIII hereof, each year as follows:

1. For not to exceed five (5) days because of the death of each member of the immediate family of the teacher. Ten (10) days will be considered the maximum number that can be received at any one time.
2. For not to exceed those days required to serve as a juror in a court of record, but the pay of the teacher shall be continued at regular salary with all compensation paid to him/her as a juror turned in to the school district. If the teacher fails to turn in a compensation check to the school district, the amount of the compensation check shall be deducted from the teacher's pay after 30 (thirty) days from the date the teacher is provided notice of the deduction to be made.
3. For such period of time as designated by the superintendent for administration-approved visitations at other schools or educational conferences or conventions.

4. Personal Business Leaves

   Three (3) paid personal business days will be granted each year.

   a. This leave shall be used for the purpose of conducting personal business.

   b. Teachers desiring to use such leave shall submit their request on the application form (provided by the Board) at least five working days in advance of the anticipated absence, except in cases of emergency, to the superintendent or his/her designated representative. In cases of emergency, the teacher shall apply as soon as possible. This form must be filed with the principal or immediate supervisor.

   c. Such leave shall not be granted for the first or last day of the school year. No more than 10% of EHEA members may apply for a personal day prior to or following a recognized holiday. Request for holiday personal leave must be submitted via e-mail to building principal to secure a time and date stamp. There is a limit of one holiday personal day per teacher per school year. The first day of submittal is the first teacher report day for the requested year.

   d. No more than three (3) days can be used consecutively unless approved by the superintendent. A teacher may carry two (2) personal days into the following school year for a maximum of five (5) in any school year.

5. Association Business Days

   a. The Association will be allowed 15 (fifteen) days during which any

Association business may be accomplished as long as adequate notification is given and suitable replacements are available.

b. Participating teachers shall suffer no loss of pay.

c. These may be used by the Association in whatever combinations it deems necessary (e.g., it may use three (3) teachers for five (5) days, one (1) teacher for fifteen (15) days, or any other combination so long as no more than fifteen (15) days are used).

d. The Association shall reimburse the district the employee's cost paid to the Office of Retirement Services for Association release time.

D. A tenured teacher may be granted a leave of absence without pay in order to:

1. Pursue studies related to his/her major or minor field.

2. Pursue studies necessary to obtain an additional teaching certificate.

3. Pursue studies, do research or assume special teaching assignments in other school districts when to the benefit of the school district.

Application for such leave of absence shall be made to the superintendent and be granted or denied by the Board at its discretion, and, if granted, upon such conditions and for such length of time as the Board may determine.

E. Upon application made to the superintendent, a teacher shall be granted a leave of absence without pay for the purpose of child care attendant to the birth or adoption of the teacher's newborn or newly adopted child, not to exceed one (1) year.

A teacher returning from child care leave shall be placed in the same or similar position previously performed.

If a teacher desires an extension of the one (1) year child care leave, an application for extension shall be made to the superintendent and will be granted or denied by the Board of Education at its discretion.

As permissible by law, a teacher returning from child care leave shall be placed on the next step of the salary schedule from which the teacher went on leave, provided that the teacher left on or after the semester break. If a teacher leaves before the semester break, the teacher will return on the salary schedule from which the teacher went on leave.

F. A teacher who enters the armed forces of the United States will be given a leave of absence without pay and provided reinstatement to employment in accordance with the applicable provisions of law.

G. The Board may grant a teacher a sabbatical leave for professional improvement for such period of time and under such conditions and rights as now or hereafter specified in the applicable provisions of the Revised School Code.

H. A tenured teacher elected to full-time public office or an officer of an affiliate of the state or national teachers' organization (MEA or NEA) may be granted, upon request to the superintendent, a leave of absence without pay or fringe benefits for an individual term of office. The Board of Education shall accept or deny the teacher's request with explanation.

I. A leave of absence of up to 12 (twelve) weeks during any 12 (twelve) month period shall be granted to eligible teachers in accordance with the Family and Medical Leave Act (FMLA) for the purposes permitted by the FMLA. Such purposes include:

1. Because of and to care for the teacher's child upon birth or placement for adoption or foster care. Entitlement to leave under these circumstances shall expire at the end of the 12 (twelve) month period beginning on the date of the birth or placement of the child.

2. To care for the teacher's spouse, child, or parent who has a serious health condition.

3. Because of a teacher's own serious health condition that makes the teacher unable to perform the functions of the teacher's position.

4. Other reasons provided by FMLA.

J. To be eligible for a FMLA leave, a teacher must have been employed for at least 12 (twelve) months, and for at least 1,250 hours during the previous 12 (twelve) month period, and meet any other eligibility criteria of the FMLA for the particular type of leave. During the period of FMLA leave, the teacher's health insurance benefits shall be continued as required by the FMLA, subject to Section 1041(2) of the FMLA. Elected supplementary insurance coverages may be continued by the teacher prepaying the premium cost to the business office of the school district which will then make payment of the premium to the insurance company.

Paid leave available to the teacher under the terms of this Agreement and used by the teacher for the same purposes at the FMLA leave available, will be counted as part of the leave time available and used under the FMLA leave. FMLA leave may be taken on an intermittent or reduced schedule when medically necessary according to the provisions of Section 102(b) of the FMLA. Seniority will accumulate during the period of FMLA leave.

The limitations found under Section 108 of the FMLA (pertaining to special rules concerning employees of local educational agencies) shall apply. All FMLA leaves shall be subject to and administered in accordance with the FMLA and its implementing regulations.

Upon expiration of FMLA leave, if the teacher is able to return, he/she shall be assigned to the same position in which employed prior to the leave or to a substantially equivalent position.

If the teacher does not return from FMLA, under their own volition, the teacher shall reimburse the districts portion of the insurance cost.

ARTICLE X

PROFESSIONAL BEHAVIOR

A. Teachers are expected to comply with reasonable rules, regulations, and directions presently in effect and from time to time adopted by the board or its representatives which are not inconsistent with the provisions of this agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.

B. It is the responsibility of the employee to maintain professional licensure at all times. In the event that the state requirements change for licensure after an employee has been certificated, the district shall work with the Association to reach an agreement.

The following shall only apply to tenured Teachers:

C. Teachers shall be disciplined for only issues that arise that are not arbitrary or capricious. In the event that a member is disciplined, the district will provide, at no cost information forming the basis for the disciplinary action to the member and the Association. Any discipline or reprimand may be subject to the grievance procedure hereinafter set forth unless the discipline is subject to the procedures set forth in the Tenure Act. Further, it is expressly understood that disputes arising over the discharge or non-renewal of a probationary teacher shall be subject only to the procedures for non-renewal of a probationary teacher set forth in the Tenure Act. The discharge or non-renewal of a probationary teacher shall not be subject to the grievance procedure hereinafter set forth.

In the event of repeal of the Michigan Teacher Tenure Act, MCL 38.71, *et seq,* the grievance procedure hereinafter set forth shall be used.

D. Whenever a teacher is called to an administrative office for the purpose of any investigation, which may culminate in a reprimand or disciplinary action, the teacher will be so notified and may request the presence of the building representative or their alternate. The union representative must be informed of the specific subject of the investigation. The representative must be permitted to confer privately with the employee prior to questioning. The representative may actively participate in the interview to clarify questions or object to intimidation.

E. Before any documentation of a complaint made against a teacher or any disciplinary action taken against a teacher is included in the teacher's personnel file, the teacher shall be notified of such by their principal and/or the Superintendent or designee.

F. Discipline applied shall be proportionate to the offense, and shall be progressive in nature.

Progressive discipline shall consist of the following in order, with the understanding that the severity of the concern may justify a more severe consequence:

1. Oral warning: A verbal conversation identifying the concern and expected improvement. A record of the conversation may be kept by the Administrator.
2. Written warning: A formal written notice describing the concern, previous discussions, and the expectations moving forward.
3. Written reprimand: A written document placed in the employee's personnel file summarizing continued or serious concern, including prior corrective actions, and outlining the consequences of further issues.
4. One-day suspension
5. Three-day suspension
6. Additional suspension without pay
7. Discharge

    a. Prior steps taken for different infractions may be considered in evaluating overall conduct, but will not automatically advance the discipline level for a separate issue.

G. Information forming the basis for disciplinary actions will be made available to the teacher and the Association upon request. Upon receipt, the teacher shall have the right to enter any information in his/her personnel file within 10(ten) working days which is in response to material therein.

H. Probationary teachers are not able to grieve any aspect of the classroom teacher discipline process. The superintendent shall have final determination in any and all probationary teacher discipline. Any action must be in compliance with the Tenure Act.

ARTICLE XI

PROFESSIONAL IMPROVEMENT

A. The administration will, whenever financial resources allow, endeavor to provide, upon application, the necessary funds for teachers who desire to attend professional conferences. Travel, meals, lodging and registration fees may be deemed reasonable expenses of the School Board, as well as the cost of a substitute teacher if needed to relieve the teacher attending such conferences. The administrator's decision on granting or denying the request is final and not subject to the grievance procedure.

B. Each probationary teacher shall be provided with an individualized development plan. Probationary teachers are responsible for meeting the requirements in the school code to maintain their teaching certificate. Time spent outside of the work time to fulfill these requirements will not result in additional compensation.

C. The Board will pay the annual membership fee not to exceed $35.00 (thirty-five dollars) for any teacher wanting to join one (1) state organization in his/her teaching area.

D. Teacher Seniority

1. 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.

2. The seniority list shall be published and available 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 that school year, the Board and Association shall mutually work together for a resolution.

3. Seniority is defined as the length of unbroken service within the bargaining unit and shall be computed from the bargaining unit employee's most recent date of acceptance of a position in writing. In the circumstances of more than one individual having the same date of hire, the time of the acceptance in writing will be used.

4. All seniority is lost when employment is severed by resignation, retirement, or discharge for cause. However, until recall rights expire or are otherwise terminated by the employee, seniority is retained (frozen) if severance of employment is due to layoff.

5. Seniority shall be paused when bargaining unit employees are on approved unpaid leaves of absence of one (1) year or more, or transfer to a non-bargaining unit position for more than one (1) year. Seniority shall continue to accumulate for the full duration of a leave of absence due to a Military Duty leave. For the purposes of this section only, one (1) year shall constitute a school year).

6. The Board shall use the seniority list from the previous school year (inclusive of any new hires that year) to determine any layoffs or recalls prior to October 1 of each school year, as prescribed in Article XI.

E. Reductions in Personnel

Should substantial and unforeseen changes in student population or other conditions make it necessary a general reduction in the number of teachers employed by the Board, the Board will follow the procedures set forth in this article for laying off teachers.

1. Layoff Procedure

In order to promote an orderly reduction in personnel when the educational program, curriculum, and staff is curtailed, the following procedure will be used:

a) Probationary teachers shall be laid off first.

b) A probationary teacher shall not be laid off unless there is a tenured teacher who is certified, Highly Qualified, and available to perform the duties of the position the probationary teacher is vacating, or unless the position that the probationary teacher is vacating is being eliminated altogether.

c) If the reduction of teaching personnel is still necessary, then tenured teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this section shall be made in the inverse order of seniority, i.e., those with the least seniority are to be laid off first. For the purpose of this article, "seniority" is defined to mean the amount of time an individual is continuously employed as a certified teacher within the school district.

d) A tenured teacher who is laid off pursuant to this article has the right to be placed in a teaching position for which the teacher is certified and Highly Qualified to fill and which is occupied by a teacher with less seniority.

e) Upon notification of pending layoffs, those teachers placed on layoff for the upcoming school year shall meet with the administration, where they may sign papers for the conversion to a COBRA insurance program.

2. Recall Procedure

a) Recall of teachers shall be in the inverse order of layoff, i.e., those laid off last will be recalled first; provided, however, that a teacher, in order to be reassigned, shall be Highly Qualified as herein set forth to teach the specific course they are being assigned. The recall right of a tenured teacher shall be limited to the next available position for which the teacher is certified and Highly Qualified, arising within five (5) years from the effective date of the teacher's layoff. The recall right of a probationary teacher shall be limited to the next available position for which the teacher is certified and Highly Qualified, arising within two (2) years after the effective date of the teacher's layoff.

b) Teachers currently on layoff who accept a substitute position for less than ninety (90) school days will not receive benefits or accrue seniority, sick days, or personal days. Upon reaching thirty (30) school days in one substitute position, a teacher on layoff will receive their pay rate on a prorated basis.

If a position requiring a substitute for ninety (90) school days or more should become available, a teacher on layoff that is certified and Highly Qualified for the position will be recalled to the position (according to Article XI) and will receive seniority, pay, and benefits prorated according to and for the duration of the position.

3. The individual contract executed between each teacher and the employer is subject to the terms and conditions of this Agreement.

4. If a teacher receives unemployment compensation during a regularly scheduled break, such as winter or summer break, and returns to his/her regularly scheduled work year, the teacher will reimburse the district unemployment compensation paid by the district after the official date of recall.

ARTICLE XII

INDIVIDUAL CONTRACT

The individual contract executed between each teacher and the employer is subject to the terms and conditions of this Agreement.

If a teacher receives unemployment compensation during a regularly scheduled break such as winter or summer break and returns to his/her regularly scheduled work year, the teacher will reimburse the district unemployment compensation paid by the district after the official date of recall.

ARTICLE XIII

CONTINUITY OF OPERATIONS

The Association and Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy.

The Association and Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any teacher take part in any strike, slowdown, or stoppage of work, boycott, picketing, or other similar interruption of activities in the school system. Failure or refusal on the part of any teacher to comply with any provision of this article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE XIV

TEACHERS' PROTECTION

A. Damage to Personal Property

If, in the performance of regular or assigned teaching duties of a teacher, without negligence on his/her part, the teacher shall suffer damage to or theft of his/her clothing or other personal property, but not including damage to automobiles or loss of money, to the extent of $5.00 but not more than $150.00 per year, the Board shall make reimbursement. The Board may require subrogation, assignment and full cooperation by such teacher in seeking recovery from any party responsible for said loss.

B. Student Behavioral Problems

The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to their duty and responsibility to maintain control and

discipline in the classroom, as well as protection from any claims of wrongdoing. Teachers may refer student behavioral problems for review and consideration of appropriate measures to the building principal. The building principal shall meet with the teacher to discuss the behavioral problem and the appropriate measure to be taken. Minimally, at the request of the teacher, a meeting with the parents/guardians of the referred student, the teacher and the building principal will be arranged to discuss the behavioral problem. If the behavioral problem persists, the teacher, upon request, shall be provided the assistance of appropriate personnel available within the school district. Removal of the student from the teacher's classroom shall comply with the provisions of the Student Code of Conduct and all applicable requirements of law.

C. Assault

1. Any case of job-related assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to inform the teacher of his/her legal rights and obligations with respect to unprovoked job-related assaults and shall render reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

2. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render necessary assistance to the teacher in his/her defense, provided the teacher was performing his/her duties in accordance with Board and school policies and was not unreasonable.

3. Time lost by a teacher in connection with any incident or civil action by a student or parent mentioned in this article shall not be charged against the teacher, if the teacher was acting in a reasonable manner.

4. The current errors and omissions coverage will be continued which provides potential liability coverage for members of the Board of Education as well as the teaching staff.

5. Teachers who are victims of assault shall have full access to the District’s Workers Compensation resources.

D. In the event that a teacher is medically unable to be vaccinated against Covid-19 or other highly contagious diseases, he/she will not be charged sick time if he/she is required to quarantine and is still able to fulfill his/her duties.

E. When a teacher is injured in the course of his/her employment within the school system, all medical, surgical, and hospital care and other benefits as provided by Workers’ Compensation will be furnished by the Board. When a Teacher is absent as a result of an approved Workers Compensation claim, the employee shall receive up to (seven) 7 days or no more than required by Workers Compensation law at no charge to their own leave.

ARTICLE XV

GRIEVANCE PROCEDURES

A. Definition

1. A grievance shall mean a complaint by a teacher in the bargaining unit that there has been as to him/her a violation, misinterpretation or misapplication of a specific provision of this agreement, except that the term "grievance" shall not apply:
   a. to any matter as to which a method of review is prescribed by law

2. As used in this article, the term "teacher" may mean a group of teachers having the same grievance.

3. The Association shall have the right to file a grievance in its own name subject to the same time requirements governing individual grievances and shall be entitled to appeal from any decision at any level of the grievance procedure in its own name without the consent of the aggrieved teacher(s).

B. Procedure

1. The teacher who feels that he/she has a grievance should first take the matter up verbally with the principal of the school, within 15 (fifteen) working days following the act or condition which is the basis of his/her grievance. If the matter is not resolved, the principal may decide to refer the teacher to the superintendent to file a written grievance with him/her within 10 (ten) working days. If the issue to be resolved is outside the jurisdiction of the building principal, then the grievant/grievance chairperson may bypass this and file the grievance directly with the superintendent and proceed from Article XIV, Sec. B, 7.

2. If the meeting with the principal fails to resolve the grievance, and the principal does not refer the teacher to the superintendent to file his/her grievance, the teacher shall reduce his/her grievance to writing, within 10 (ten) working days, specifying the section of the contract he/she alleges is violated, the events that caused the alleged violation, and the remedy he/she seeks.

3. Within five (5) working days of receipt of the grievance, the principal shall attempt to arrange a conference with the view of satisfactorily resolving the grievance, unless he/she decides to refer the grievance to the superintendent without answer. At the time of conference, the teacher may appear personally or he/she may be represented by an Association representative or both. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teacher.

4. Within five (5) working days of such conference, or longer if mutually agreed to in writing, the principal shall answer such grievance in writing. If not, then the grievance may proceed to the next level.

5. If the grievance is not appealed from the written answer within five (5) working days, the principal's decision will be final.

6. If the Association does not accept the principal's answer, the grievance may be appealed to the superintendent by sending such notice to him/her within five (5) working days from the date of the principal's decision.

7. Within 10 (ten) working days of receipt of the appeal, or if the initial grievance begins at the superintendent level, the superintendent or his/her designated representative will arrange for a conference to satisfactorily resolve the grievance. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teacher.

8. Within 10 (ten) working days, or longer if mutually agreed to in writing, the superintendent or his/her designated representative shall answer such grievance in writing. If not, then the grievance may proceed to the next level.

9. Such answer shall be final and binding unless appealed to the next step within 10 (ten) working days from the date of the decision.

10. If the grievance has yet to be resolved, either party may request a review by a subcommittee of the Board, consisting of two members of the Board and an alternate. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teacher. At that time, all attempts will be made to fully present all documents, evidence and testimony.

    A recommendation for resolution will be made by the board review committee within 10 (ten) working days from the conclusion of the board review conference.

11. If the grievance is not settled at the preceding step, it may be submitted to binding arbitration at the election of either the Association or the Board by filing a Demand for Arbitration with the American Arbitration Association within 15 (fifteen) working days of the date of the decision. The arbitrator shall be selected through the procedures administered by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing.

    This agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the agreement, or to determine disputed facts upon which the application of the agreement depends. The arbitrator shall therefore not have authority nor shall he/she consider his/her function to include the decision of any issue not submitted or to so interpret or apply the agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this agreement. Past practice of the parties in interpreting or applying terms of the agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in

effect a modification (whether by addition or detraction) of written terms of this agreement. The arbitrator has no obligation or function to render decision or not to render decision merely because in his/her opinion it is unfair or inequitable. The arbitrator shall have no authority to rule on layoff, recall, assignment, evaluation, discipline, discharge or prohibited subjects of bargaining.

12. If either party shall claim before the arbitrator that a particular grievance fails to meet the tests of arbitrability, as the same are set forth in this article (Grievance Procedures), the arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The arbitrator shall have the authority to determine whether he/she will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the arbitrator determines that such grievance fails to meet said test of arbitrability, he/she shall refer the case back to the parties without a recommendation of the merits.

13. Unless expressly agreed to by both parties, in writing, the arbitrator is limited to hearing one issue of grievance upon its merits at any one hearing. Separate arbitrations shall be constituted for each grievance appealed to binding arbitration.

14. Within 30 (thirty) calendar days after the close of the hearing, or the date established for filing post hearing briefs if so desired by either party, the arbitrator shall issue the decision and award, which shall be final and binding, subject to appeal to a court of competent jurisdiction.

15. Cost of Arbitration - The fee and expenses of the arbitrator shall be borne equally by the Association and the Board. All other expenses incurred shall be paid by the party incurring them.

16. If a grievance is filed on or after 20 (twenty) working days prior to the end of the school year, which if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as possible.

ARTICLE XVI

WAIVER CLAUSE

The parties acknowledge that, during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the agreement.

It is understood by the parties that the above paragraph may be modified by mutual consent of the parties concerning items of mutual concern that would not include the following items: salary scale, health insurance, tuition, life insurance premiums, and long-term disability premiums.

ARTICLE XVII

NEGOTIATIONS

A. Negotiation Days

The Association will be granted negotiation days in the event that administration request that negotiations shall occur during the school day.
The Association shall reimburse the Board for the substitutes' pay for each of these days used and reimburse the district the employee's cost paid to the Office of Retirement Services for Association release time. There will no charge if the Administration request for negotiations to occur during the school day.

B. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision of application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect and the invalid portions open to negotiations within 20 (twenty) days.

C. On or before April 1st of the school year in which this agreement terminates, the parties agree to commence negotiations for, and to diligently endeavor to reach agreement, as to a new contract covering the rates of pay, wages, hours of employment, or other conditions of employment of the employees of the school district who are represented in bargaining by the Association, as defined in Article I, Section C, of this agreement.

D. Each of the parties recognizes the right in the other to select bargaining representatives of its own choice. The execution of this agreement, or any supplemental agreement, shall constitute a certification by the Association that the provisions and the execution thereof has been duly approved by such percentage of its members as necessary under its Constitution or Bylaws by resolution adopted at a meeting thereof duly called for such purposes; and as to the Board a certification that the provision and execution hereof has been duly authorized by a majority of the members constituting the Board and evidence by a resolution adopted at a legal meeting of the Board.

ARTICLE XVIII

PROFESSIONAL STAFF COMMUNICATION COMMITTEE

The Professional Staff Communication Committee will meet as mutually agreed to hold interest-based discussions related to the operations of the school district. In the event of pending layoffs, a meeting will be convened in addition to the regularly scheduled meeting where discussion of the impact of the pending layoffs shall be discussed, including alternate scenarios. Regular membership shall consist of two administrators and two teachers.

ARTICLE XIX

PROFESSIONAL COMPENSATION

A. If a teacher is requested by administration to sub for another teacher and he/she accepts, the teacher will be compensated based on professional curriculum rate.

B. Both parties recognize the advisability of furnishing tutoring and/or homebound instructional services in circumstances of student need, as determined by the superintendent.

Individuals performing instructional services, including tutoring, homebound services, or curriculum development work outside the normal school day will be paid at a rate of $27.00 per hour. The extent of the services will be controlled by the superintendent or designee. No teacher will be required to provide such work to the district.

If the teacher will be presenting, they will be paid at a rate of $40.00 per hour for their presentation for administratively pre-approved presentations outside of the District or when mutually agreed upon between the District and the Association

The intent is to hold IEP meetings during the school day. For attendance at IEP meetings outside the contractual work day, teachers will be compensated according to the hourly professional curriculum rate in half-hour increments.

C. Semester hours must be in major teaching field, or toward Masters or BA+30 and in major teaching field, or toward an advanced degree for MA+30.

D. Salary Schedule Placement

1. Professionally Certified Teachers (except counselors and social workers)

a. In placing new personnel on the salary schedule, credit for previous certified teaching experience only will be given as follows:

i. One (1) year of experience for each of the first ten (10) years.

ii. Under no circumstances shall the total experience allowed exceed ten (10) years.

iii. The signing bonus from the 2021-2025 Negotiated Agreement has been sunsetted. All agreements made during this period will be honored until said agreement is fulfilled.

iv. As a condition of hire, and after consultation with an Association representative, a teacher who would otherwise be entitled to credit for previous teaching experience under this provision may agree to waive all or any portion of credit for previous teaching experience to accept initial placement on the salary schedule at a lower step than otherwise entitled. The teacher prior to hire shall execute any such waiver in writing.

2. Counselors and Social Workers

a. In placing new personnel on the salary schedule, credit for previously licensed/certified similar or equal experience only will be given as follows:

i. One (1) year of experience for the first ten (10) years.

ii. Under no circumstances shall the total experience allowed exceed ten (10) years.

iii. The signing bonus from the 2021-2025 Negotiated Agreement has been sunsetted. All agreements made during this period will be honored until said agreement is fulfilled.

iv. As a condition of hire, and after consultation with an Association representative, a counselor/social worker who would otherwise be entitled to credit for previous similar or equal experience under this provision may agree to waive all or any portion of credit for previous similar or equal experience to accept initial placement on the salary schedule at a lower step than otherwise entitled. The counselor/social worker prior to hire shall execute any such waiver in writing.

3. After initial placement on the salary schedule, a teacher's advancement on the schedule will be determined by a combination of initial placement and succeeding years or parts of years of service. Should this determination result in a fraction of a year, the placement will be rounded up or down to the nearest whole number (.5 and greater will be rounded up; .49 and less will be rounded down).

E. If a teacher earns their National Board Certification (NBPTS), they will receive a stipend of $5,000 per year for the next three (3) years, as long as the certification stays current. Teachers earning their certification must notify the Superintendent before August 1st. Each teacher can participate in the three-year program twice during their career.

F. Overload assignments will be based upon the number of classes in the building's current schedule. (e.g. One period of the 8-block would equal 1/8 of the teacher's salary, and one period of a 7 period block would equal 1/7 of the teacher's salary).

G. Teacher Salary Schedule (next page)

2025-2026 E-HPS Teacher Salary Schedule (+9.75%)				
	BA	**BA + 30**	**MA/*BA +30**	**MA +**
		hired and earned after 7/1/22	***hired and earned by 7/1/22***	
1	42,648	43,210	43,770	45,454
2	43,210	44,724	46,240	47,711
3	45,038	46,572	48,107	50,529
4	47,356	49,415	51,474	52,225
5	49,674	51,620	53,566	55,043
6	51,992	54,143	56,295	57,861
7	54,309	56,667	59,025	60,680
8	56,627	59,190	61,754	63,497
9	58,945	61,714	64,484	66,315
10	61,261	64,238	67,213	69,134
11	63,579	66,761	69,943	71,952
12	65,897	69,284	72,672	74,769
13	67,056	70,387	73,718	76,466
14	68,214	70,930	75,569	79,010
15	69,377	71,548	77,493	80,980
16	70,499	71,946	78,621	82,106
17	72,751	74,197	80,872	84,358
18	72,751	74,197	80,872	84,358
19	72,751	74,197	80,872	84,358
20	72,751	74,197	80,872	84,358
21	74,102	75,549	82,224	85,709
22	74,102	75,549	82,224	85,709
23	74,102	75,549	82,224	85,709
24	74,102	75,549	82,224	85,709
25	74,102	75,549	82,224	85,709
26	76,354	77,800	84,475	87,961
Steps 17-20 = Step 16 + 5% of BA3				
Steps 21-25 = Step 16 + 8% of BA3				
Step 26+ = Step 16 + 13% of BA3				

2026-2027 E-HPS Teacher Salary Schedule (+2.0%)				
	BA	**BA + 30**	**MA/*BA +30**	**MA +**
		hired and earned after 7/1/22	***hired and earned by 7/1/22***	
1	43,501	44,074	44,646	46,363
2	44,074	45,619	47,165	48,665
3	45,939	47,504	49,069	51,539
4	48,303	50,403	52,503	53,269
5	50,667	52,652	54,637	56,144
6	53,032	55,226	57,421	59,019
7	55,395	57,801	60,205	61,893
8	57,759	60,374	62,989	64,767
9	60,123	62,948	65,773	67,642
10	62,487	65,523	68,557	70,516
11	64,851	68,096	71,341	73,391
12	67,215	70,670	74,126	76,265
13	68,397	71,795	75,192	77,995
14	69,578	72,349	77,081	80,590
15	70,765	72,979	79,043	82,600
16	71,909	73,384	80,193	83,748
17	74,206	75,681	82,490	86,045
18	74,206	75,681	82,490	86,045
19	74,206	75,681	82,490	86,045
20	74,206	75,681	82,490	86,045
21	75,584	77,060	83,868	87,423
22	75,584	77,060	83,868	87,423
23	75,584	77,060	83,868	87,423
24	75,584	77,060	83,868	87,423
25	75,584	77,060	83,868	87,423
26	77,881	79,356	86,165	89,720
Steps 17-20 = Step 16 + 5% of BA3				
Steps 21-25 = Step 16 + 8% of BA3				
Step 26+ = Step 16 + 13% of BA3				

2027-2028 E-HPS Teacher Salary Schedule (+2.0%)				
	BA	**BA + 30**	**MA/*BA +30**	**MA +**
		hired and earned after 7/1/22	***hired and earned by 7/1/22***	
1	44,371	44,955	45,539	47,290
2	44,955	46,531	48,108	49,638
3	46,858	48,454	50,050	52,570
4	49,269	51,411	53,553	54,334
5	51,681	53,705	55,730	57,267
6	54,092	56,330	58,569	60,199
7	56,503	58,957	61,409	63,131
8	58,914	61,582	64,249	66,062
9	61,326	64,207	67,089	68,994
10	63,736	66,833	69,929	71,927
11	66,148	69,458	72,768	74,859
12	68,559	72,083	75,608	77,790
13	69,765	73,231	76,696	79,555
14	70,970	73,796	78,622	82,202
15	72,180	74,439	80,624	84,252
16	73,347	74,852	81,797	85,423
17	75,690	77,195	84,140	87,766
18	75,690	77,195	84,140	87,766
19	75,690	77,195	84,140	87,766
20	75,690	77,195	84,140	87,766
21	77,096	78,601	85,545	89,172
22	77,096	78,601	85,545	89,172
23	77,096	78,601	85,545	89,172
24	77,096	78,601	85,545	89,172
25	77,096	78,601	85,545	89,172
26	79,439	80,944	87,888	91,515
Steps 17-20 = Step 16 + 5% of BA3				
Steps 21-25 = Step 16 + 8% of BA3				
Step 26+ = Step 16 + 13% of BA3				

Teacher shall receive longevity payment as follows, beginning with step 17. Step 17-20 teachers will receive five percent (5%) of the step three BA salary. Steps 21-25 teachers will receive eight percent (8%) of the step three BA salary Step 26 and beyond teachers will receive thirteen percent (13%) of the step three BA salary. This is reflected in the salary schedules.

* Teachers who obtained their BA+30 prior to July 1, 2022 will be compensated according to the MA lane provided that their employment remains continuous. In this instance, approved leave constitutes continuous employment.
* Employees hired after July 1, 2016 will max out at Step 25 in salary chart.

Notes-

- Employees will receive a step each year.
- Employees that were previously frozen during their career with the district will receive up to 4 (four) previously frozen steps.

Schedule B

H. Extracurricular Compensation: The positions are outlined below with the percentage level of pay. If mutually agreed upon between the Association and the District, the positions may be split between more than one employee. It may be done provided that the total pay does not exceed the percentage level of the stated payment (example: if the musical, paid at 10%, is split 50-50 between two employees and the District and Association agrees to the arrangement, the payment should be 5% - 5%).

I. Schedule B shall apply to all members of the bargaining unit only. If a non-Teacher is hired into a Schedule B, the District shall have full discretion of the compensation not to exceed the Schedule B amount.

	Extracurricular Compensation	Percentage Level
1.	Head Varsity Basketball - Boys	11
	Head Varsity Basketball - Girls	11
	Head Varsity Football	11
	Band Director	11
	Robotics	11
2.	Musical	10
	Head Track - Boys	10
	Head Track - Girls	10
	Head Varsity Baseball.	10
	Head Varsity Softball	10
	Head Varsity Volleyball	10
	Head Varsity Wrestling	10
	Head Varsity Swimming - Boys	10
	Head Varsity Swimming - Girls	10
	Fall Play	10
	High School Student Council	10

		Percentage Level
3.	Head Varsity Tennis - Boys	8
	Head Varsity Tennis - Girls	8
	Golf - Boys	8
	Golf - Girls	8
	Cross Country - Boys	8
	Cross Country - Girls	8
	J.V. Basketball - Boys	8
	J.V. Basketball - Girls	8
	Freshman Basketball - Boys	8
	Freshman Basketball - Girls	8
	Freshman Football	8
	J.V. Football	8
	Assistant Varsity Football	8
	Yearbook	8
	Journalism	8
	Soccer - Boys	8
	Soccer - Girls	8
	Bowling - Boys	8
	Bowling - Girls	8
	Assistant High School Band Director	8
	E-Sports (assumes 2 seasons)	8
4.	Assistant Track - Boys	6
	Assistant Track - Girls	6
	J.V. Baseball	6
	J.V. Softball	6
	J.V. Volleyball	6
	Assistant Swimming	6
5.	J.V. Tennis	5
	J.V. Soccer - Boys	5
	J.V. Soccer - Girls	5
	Assistant J.V. Football	5
	Junior High Basketball - Boys	5
	Junior High Basketball - Girls	5
	Junior High Volleyball	5
	Junior High Wrestling	5
	Junior High Football (2 Positions)	5
	Junior High Cross Country	5
	Junior High Swimming - Boys	5
	Junior High Swimming - Girls	5
	Vocal Music	5
	Forensics	5
	Junior High Track - Boys	5

	Junior High Track - Girls	5
	One Acts	5
	Assistant Freshman Football	5
	Junior High Forensics	5
	Junior High Band Co-Director	5
	Junior High Band Co-Director	5
	Junior High Musical	5
	Junior High Student Council Advisor	5
6.	Varsity Cheerleading (per season)	4.5
	Head Dance (per season)	4.5
7.	Science Olympiad	4
	Junior High Vocal Music	4
	NHS Advisor	4
8.	SLS	2

9. After-school elementary music programs, including Music Express, will be paid on the basis of 1% (one percent) for each performance.

10. Accreditation and School Improvement

    (a) Building Coordinators/Coach: Will be paid at 5%
    (b) Chairs/Committee Members: Will be paid at 2% (based on three (3) chairpersons per building)
    (c) Teachers serving in these roles for the 2020-2021 school year will be granted one year of service.

11. Performance Bonus: If a team sport advances past the MHSAA Regional competition, the coaches for that sport will receive a performance bonus of 25% their coaching stipend. These sports include: Baseball, Basketball, Bowling, Cheer, Cross Country, Football, Golf, Soccer, Softball, Tennis, Volleyball, and Wrestling (Robotics must advance past States).

J. Extra annual pay for extracurricular activities outside of the normal work day, work week, or school year shall be paid to the following positions as next stated:

- Each teacher will receive a percentage increase of the first seven steps of the Bachelor's scale based on the number of years experience in this system in the field of his/her extracurricular activity.
- Non district employees will be paid at Step 1 BA and through a third party employer.
- Teachers shall be credited for years of service for time served in the District in the same position. In the event that a Teacher moves from a more senior position to a less senior position (head basketball coach to assistant basketball coach), the years of service shall be credited. In the event that a Teacher moves from a less senior position to a more senior position (assistant basketball coach to head basketball coach), the Teacher shall

be placed on the first step that financially exceeds the current less senior position that was employed.

The position of high school athletic director is to be at 11% (eleven percent), in addition to released time to perform the duties of high school athletic director. The amount of released time will be mutually determined annually by the Association and the Board, but will equal approximately¾ (three- quarters) of the school day. Should the teacher exercise the option to refuse the duties of the high school athletic director for subsequent years or should the Board decide not to offer the position to the teacher or eliminate the position, the Board reserves its rights under the Tenure Act.

K. All extra duty pay will be made through one payment issued at the completion of the assignment, and verification that the assignment was completed and the person appropriately checked out.

L. Teachers will be paid in 26 (twenty-six) [27 (twenty-seven) some years] equal bi-weekly pay periods, with the privilege of collecting the balance at the 21st (twenty-first) pay, grandfathered to the teacher collecting in June 2012. If a Teacher had a 21-pay agreement with the district under a prior agreement, the District shall ensure that the final payment occurs by June 30. Under this arrangement, the District cannot frontload pay and it is understood that the payment may exceed 21-pays.

All teachers shall have 100% of their wages paid through direct deposit at a financial institution of their choice.

M. In an individual year that Journalism or Yearbook, is scheduled as part of a classroom assignment, the extracurricular percentage of eight percent (8%) will not be paid.

N. 1. Hartley

A teacher who voluntarily attends the fifth grade overnight session at Hartley, as required by the school district curriculum, will be granted one (1) day compensation time off or $100 upon request to the building principal.

The day must be scheduled two weeks prior to the absence and used prior to the last day of school.

This day off is not to be charged to sick or personal days that may have accrued to the individual teacher or may have accrued to teachers in general. The total number of days granted per year will be limited to the number of fifth grade teachers.

2. Washington, D.C. Coordinator

The teacher who voluntarily plans, organizes and chaperones the Washington, D.C. trip conducted each year at Cramer Junior High will be granted one (1) day compensation time off or $100 upon request to the building principal. The day must be scheduled two weeks prior to the day of the absence and used prior to the last day of school.

O. Counselor Compensation - Each counselor may be scheduled up to 105 (one-hundred and five) hours of additional time per fiscal year by their building principals based upon their determined needs of, but not limited to, scheduling, graduation, transcripts, enrollments, etc.

Responsibilities and schedules shall be delineated in a meeting between the building principal and the counselor.

The compensation rate shall be a flat $40.00 per hour worked.

A counselor has no right to work all the hours listed and has the option to refuse hours beyond 30 (thirty) hours before the start and up to 15 (fifteen) hours upon completion of the school year.

P. Kindergarten teachers performing screening for incoming students will be compensated at a flat $40.00 per hour worked. The time and duration of the screening process will be delineated in a meeting between the building principal and the kindergarten teachers. If needed, other teachers may qualify to participate.

Q. Itinerant Staff

For travel between buildings, itinerant staff using their personal vehicle will receive an annual stipend of $200.00 (two hundred dollars).

R. It is hereby agreed as follows with regard to the early submission of retirement letters:

1. Any teacher who submits a letter of resignation to the Superintendent by January 10th shall be eligible. In order to qualify, a teacher must be retiring under the provisions of the Michigan Public School Employee Retirement Act.

2. The effective date of the resignation must be the end of the last teacher workday in the school year.

3. The teacher will receive a one-time payment of $3,000 in addition to any payments owed under this Master Agreement. The payment will be issued no later than June 30th of the year of resignation and elect a Board-paid retirement payment, through a district special pay plan. The District and Association will mutually agree on vendor utilized for special pays.

S. Virtual Mentorship: this is provided that there are students enrolled in virtual school that require mentorship per the State of Michigan requirement. The stipend shall be $2,500 per semester for 1-year of virtual mentorship with the understanding that the maximum number of students shall not exceed 50 students per mentor.

T. Robotics coaching/mentors that are paid for through grant funds will be paid according to the grant specifications. This does not include the robotics Schedule B position.

U. The following shall be paid in a one-time payment at the conclusion of the task:
   1. **Homecoming: $720**
   2. **Prom: $720**
   3. Charity Week: $750

ARTICLE XX

CALENDAR

It is agreed that the calendar negotiations will occur for the 2026-2027 school year and beyond due to the 2025-2026 calendar already being ratified from a previous agreement.

ARTICLE XXI

EDUCATOR EVALUATION PROCEDURES AND TIMELINE

A. ***Evaluation of Teachers.*** Teachers will be evaluated pursuant to a performance evaluation system consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:

   1. A year-end evaluation process that meets statutory standards;

   2. An evaluation tool that incorporates components required by law, including:

      a. locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249 amended; and

      b. the teacher's performance.

   3. An individualized development plan (IDP) with measurable performance goals developed by the evaluator in consultation with the teacher and recommended training, coaching, professional development or resources designed to improve the teacher's effectiveness for:

      a. all probationary teachers

      b. teachers rated developing, needs support; or

      c. This shall not include the need to develop an IDP for purposes that relate to supporting a disciplinary issue(s).

   4. Number of Formal Walk-Throughs and Observations

      a. Formal Walk-Throughs Documented in the Evaluation Tool: An "on cycle," probationary teacher, a teacher rated as "needs support" or "developing" shall receive at least 1 (one) formal walk-through.

b. Formal Observations: When “on cycle,” the teacher shall receive 2 (two) formal observations.

5. Classroom observations of at least 30 (thirty) minutes each which include, at a minimum, a review of the teacher’s lesson plan, the state or national curriculum standard used in the lesson, and pupil engagement, with appropriate written feedback and a post-observation meeting between the teacher and the school administrator conducting the observation to discuss those items;

   a. If an observation is canceled/rescheduled by the administrator within 48 school business hours of the scheduled evaluation, the teacher will not be required to submit new lesson plans and both parties must agree to the rescheduled date and time. The lesson plans that were created for the original observation date; however, must still be submitted to the administrator.

6. A mid-year progress report, if required by law, which aligns with the teacher’s individualized development plan, includes specific performance goals developed by the evaluator, and any recommended training, coaching, professional development, or resources identified by the evaluator.

7. A year-end performance evaluation effectiveness rating, of effective, developing, or needing support;

   a. For the purpose of overall evaluation rating a score of 2.8-4.0 will be effective. A score of 2.0-2.79 will be developing, and a score of less than 2.0 will be considered needing support.

8. Tenured teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations may be evaluated triennially, but if the teacher is not rated as effective on one of the triennial year-end evaluations, the teacher must receive year-end evaluations. If a teacher on the triennial track is placed on an IDP or transfers to a new position voluntarily, the Superintendent may choose to move the teacher to annual evaluations; year-end evaluations for teachers shall be completed at least five (5) business days before the end of the school year.

   a. If a District tenure teacher was on an off cycle for school year 2023-2024, the date of their triennial evaluation shall be 2025-2026 unless a change is needed due to the terms of this agreement, a change that is covered under law, or the negotiated agreement changes.

9. a mentor for teachers rated developing or needing support or for teachers as required by law;

10. opportunity for a tenured teacher rated needing support on a year-end evaluation to request a review consistent with Revised School Code Section 1249;

11. use of the “Standards for Success” evaluation tool, which has been approved by MDE and is in compliance with Revised School Code Section 1249 and corresponding regulations;

12. website posting of required information for the “Standards for Success” evaluation tool;

13. training on the “Standards of Success” evaluation tool for teachers and evaluators as required by law.

14. If a tenured teacher is rated ineffective or needing support on 3 consecutive year-end evaluations, the teacher shall be discharged consistent with due process. The District is not precluded from discharging a teacher at other times as provided by the Teachers’ Tenure Act.

15. If a teacher receives an unevaluated rating, the teacher’s rating from the school year immediately before the designation must be used.

    a. if the teacher is scheduled for an “on cycle” for a year in which an unevaluated rating is used as outlined in “1.n.” then the teacher shall be “on cycle” for the following year.

16. If a teacher is assigned to more than one building and teaches more than 1 (one) class period, the teacher shall continue to be evaluated as outlined in this Agreement. The teacher will be evaluated on a rotating schedule so that all aspects of the evaluation goes back and forth between the buildings with the rotation starting in the younger grades served first

    a. Example for Shared Probationary Teacher Year 1 split between Bush and Verellen:

        i. Cycle 1 Observation/Walk-Through: Bush

        ii. Student Growth Goals: Bush

        iii. Mid-Year Report: Bush

        iv. Cycle 2 Observation/Walk-Through: Verellen

        v. Final Evaluation: Bush

    b. Example for Shared Probationary Teacher Year 2 split between Bush and Verellen:

        i. Cycle 1 Observation/Walk-Through: Verellen

        ii. Student Growth Goals: Verellen

        iii. Mid-Year Report: Verellen

        iv. Cycle 2 Observation/Walk-Through: Bush

        v. Final Evaluation: Verellen

17. The parties have negotiated and reached consensus concerning how to measure student growth and assessment data or student learning objective metrics to be

considered for 20% of the evaluation. This consensus document is labeled as, “Appendix B.”

18. Only tenured teachers that are not on a probationary status may challenge the final evaluation as outlined in the law:

    a. The teacher may request a review of the evaluation and the rating by the school district superintendent or intermediate superintendent, as applicable. The request for a review must be submitted in writing within 30 calendar days after the teacher is informed of the rating. Upon receipt of the request, the school district superintendent or intermediate superintendent, as applicable, shall review the evaluation and rating and may make any modifications as appropriate based on the school district superintendent's or intermediate superintendent's review. A written response regarding the school district superintendent's or intermediate superintendent's findings must be provided to the teacher who requested the review by not later than 30 calendar days after receipt of the request for a review and before making any modifications under this section.

    b. If the written response from the school district superintendent's or intermediate superintendent's review does not resolve the matter, the teacher or collective bargaining representative may request mediation as provided for in 1947 PA 336, 423.201 to 423.217. The request for mediation must be submitted in writing within 30 calendar days after the teacher receives the written response from the school district superintendent or intermediate superintendent. Within 15 days of receipt of the request, the school district superintendent or intermediate superintendent must provide a written response to the teacher or collective bargaining representative stating that the mediation will be scheduled as appropriate.

B. Timeline: The following timeline will be adhered to between administration and teachers unless an extenuating circumstance arises that results in a mutually agreed change in dates between administration and EHEA leadership. (Examples: health issue for administrator or teacher, family illness, etc.)

Evaluation Timeline Deadlines and Checklist

ACTION ITEM	DEADLINE
● Teacher Evaluation Training ● Teachers Receiving Notice of Being "On" or "Off" Cycle for the Year	● Before October 1
● Walk Through Deadline ● Window 1 Formal Observation Deadline	● Before January 1
● Mid-Year Report (see A.1.f.)	● Before February 1
● Window 2 Formal Observation Deadline	● Before May 1
● Final Evaluation Deadline (all components)	● 5 (five) Business Days Before End of School Year
● Post Conference Deadline (conference to include written feedback)	● 15 Calendar Days After Observation

A. **New to District Tenured-Probationary Teachers**

1. If a tenured-probationary teacher is hired by the District, they shall be subject to the full evaluation process during their probationary period they shall not be required to develop an Individualized Development Plan (IDP) unless the District determines it is needed to address professional development needs.

B. **Mid-Year Teacher Hires**

1. If Teacher is hired with 50% or more of the school year remaining based on student count days, Teacher shall be subject to the full evaluation process with a potential amended timeline that is mutually agreed upon between the District and the Association.

2. If a Teacher is hired with less than 50% of the school year remaining based on student count days but more than 60 days remaining in the school year, Teacher shall be subject to the full evaluation process with amended timelines that are mutually agreed upon between the District and the Association; however, administration will conduct only one formal observation.

C. ***Grievance Procedure.*** An alleged violation of this Appendix is subject to arbitration in the grievance process; except, probationary teachers cannot challenge any aspect of the negotiated evaluation process, including observations, the IDP, the mid-year

performance review, or their assigned rating. An Arbitrator, however, has jurisdiction to consider a grievance filed under the grievance process by a tenured teacher with two (2) consecutive ratings of "Needing Support."

1. As outlined in the law: If a teacher receives 2 consecutive ratings of needing support, the teacher may demand to use the grievance procedure of an applicable collective bargaining agreement or employment contract that concerns the teacher's second evaluation rating and the evaluation process. If a collective bargaining agreement or employment contract does not contain a grievance procedure that ends in binding arbitration, the teacher may request binding arbitration by filing a demand for arbitration with the American Arbitration Association within 30 calendar days after the teacher receives the written response from the school district superintendent or intermediate superintendent. The arbitration is subject to the uniform arbitration act, 2012 PA 371, MCL 691.1681 to 691.1713. The arbitration described in this subparagraph must adhere to both of the following:

    a. The arbitrator must be selected through procedures administered by the American Arbitration Association in accordance with its rules.
    b. The arbitrator must have the authority to issue any appropriate remedy.

ARTICLE XXII

DURATION OF AGREEMENT

The Duration of the Agreement shall be from July 1, 2025, through June 30, 2028, with calendars settled through June 30, 2026.

TRIGGER:
This agreement constitutes the full and complete commitment between both parties with respect to items negotiated. It is agreed that all negotiable items have been discussed during the negotiations leading to the agreement and that negotiations will not be reopened on any item, whether contained herein or not, the life of agreement with the exception of the following and/or a mutual agreement between parties:

No later than the May board meeting, the per-pupil foundation amount and the predicted student count will be determined. If the product of the foundation amount and student count decreases as compared to the value for the current fiscal year budget, or if the revenues (foundation amount multiplied by student count) increase by 10%, then an annual economic reopener will occur, but may be mutually dismissed. The average of the house, senate and Governor's proposals on May 1st, or when released, will determine the foundation amount. The difference between the count of exiting seniors and the number of confirmed kindergarten registrations on May 1st will be the basis of the student count number.

If a financial manager is appointed by the State under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employee Relations Act (PERA).

APPENDIX A

A. The employer shall pay the maximum allowed annual hard cap amount towards either Choices II or ABC Plan.

1. The annual employer paid amount shall adjust annually of each plan year, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act, as determined by the change in the medical care component of the United States Consumer Price Index for the most recent 12-month period for which data are available from the US Department of Labor, Bureau of Labor Statistics.

2. Any premium/deductible above the hard cap will be the responsibility of the employee and will be contributed through payroll deduction.

Plan A	**Plan B**	**Plan C**	**Plan D**
MESSA Choices 5 Tier Rx	MESSA ABC Plan 1 5 Tier Rx	MESSA ABC Plan 2 5 Tier Rx	MESSA Choices Saver Rx

3. If no hard cap exists, the increase of the contribution by the District shall equal the percentage increase in insurance costs from the previous year (January rates of the given year) up to 3%.

B. **Cash in Lieu:** Cash in lieu shall be paid in equal, monthly installments over a 12-month period. A teacher can only receive cash in lieu of health insurance if the teacher voluntarily and in writing opts out of the available medical health care plan; and provides documentation to the Superintendent's designee that the Teacher has other medical health care coverage that meets the minimum value and coverage requirements of the Patient Protection and Affordable Care Act (ACA).

Cash in lieu of health care coverage:

# Staff Electing	Annual Payment
1-11	$3,000.00
12-14	$4,000.00
15 or more	$5,000.00

C. The Board shall contribute an amount toward all insurance coverage for full-time and part-time teachers which is determined by prorating the amount the Board contributes toward a full-time teacher's insurance coverage according to the part- time teacher's teaching assignment in relation to a full-time teacher's teaching assignment.

D. The Board shall provide to full-time teachers dental insurance, Delta Dental PPO.

E. Full-Family VSP

Teachers shall be enrolled in a VSP 3 Plus P 250CL vision insurance program for full-family.

F. The Board shall provide long-term disability insurance coverage with the following general specifications:

1. 60% of salary to a monthly maximum of $4,000.

2 Individual waiting (elimination) period of 120 days.

3. Employees receiving benefits from the long-term disability insurance coverage would not be authorized to utilize the district sick leave bank. If an insurance company other than the present carrier is selected, there shall be no interruption in benefit coverages. The benefits provided by current carrier shall be utilized as guidelines for future bid specifications. It is understood that prior to award of contract to an insurance carrier, the Board and Association will meet to agree on specifications and benefits.

G. Individual teachers may enter into a tax-deferred annuity program. If the facilities permit, the Board of Education will make deductions and purchase annuities which meet the requirements of Section 403 (b) of the Code for such teachers who make application therefore in a manner satisfactory to the school district. The school district shall select the companies and have no responsibility for the tax or financial results to any employee of such purchases. Other than the above listed, there will be no alternative benefits paid to those who do not receive this.

It is hereby agreed that employee payroll deductions for the following companies for purposes of tax-sheltered annuities will be authorized:

1. Equitable Life Insurance Company
2. VALIC
3. Northwestern
4. A.G. Edwards
5. Northern Life (GLP)
6. Templeton Fund
7. Lincoln National
8. MEA Financial
9. Horace Mann

H. Term life insurance in an amount of at least 100% of the teacher's base salary will be provided for all teachers during the term of the contract. Accidental death and dismemberment insurance shall be provided in addition to the life insurance.

I. There shall not be duplication of either health or dental insurance coverage paid by the Board. Where applicable, one employee shall be designated as the insured and the other as a covered dependent. The employee named as the insured shall be at the option of the employees involved.

APPENDIX B (Page 1 of 3)
Possible Growth Choices by Level
Elementary School

Directions for teachers in all subject areas grades Y5-5

- For your 1st measure of student growth, you may select any of the options in column A. Please circle your choice.
    - For Teachers that teach English, at least 10% of your evaluation must be from a District or State assessment.
    - For Teachers that teach Math, at least 10% of your evaluation must be from a District or State assessment. Young 5 Teachers Only: may use a teacher assessment.
    - For Teachers that teach English and Math at least 10% of your evaluation must be from a District or State assessment that is 5% of English and 5% of Math (totaling the 10% requirement).
    - All Teachers that teach English and math may opt for a 3rd Goal that could be 5% or 10% of the total growth goals when mutually agreed upon between the teacher and administrator that shall be from List A or B. *Examples: English 5%, Math 5%, Other, 10%. English 10%, Math 5%, Other 5%*
- For your 2nd measure of student growth, you may select any of the options in column B. Please circle your choice.
- In the event that a student or students' data need to be eliminated from a data set for significant reasons that are outside of a teacher's control such as truancy and mid-year transfers, the teacher and administrator may mutually agree to exclude this student data. The spirit of this practice is to address extenuating circumstances outside of a teacher's control – a student's ability or disability is not a factor that can be considered outside of an IEP team's decision for placement.

A. 1st Measure of Student Growth	B. 2nd Measure of Student Growth

● **M-STEP Math (4-5)**
● **M-STEP ELA (4-5)**
● **Pre & Post Assessments**
● **NWEA Classroom Score**
  ● Classroom Math Score
  ● Classroom Reading Score
● **Acadience Reading**
  ● Your students composite score
  ● Grade level composite score
● **Acadience Math**
  ● Your students composite score
  ● Grade level composite score
● **Student Learning Objective**
  ● Class level
  ● Selected students
● **PELI (Y5 Only)**
● **Othe**r_____
	● **M-STEP Math (4-5)**
	● **M-STEP ELA (4-5)**
	● **Pre & Post Assessments**
	● **NWEA Classroom Score**
	  ● Classroom Math Score
	  ● Classroom Reading Score
	● **Acadience Reading**
	  ● Your students composite score
	  ● Grade level composite score
	● **Acadience Math**
	  ● Your students composite score
	  ● Grade level composite score
	● **Student Learning Objective**
	  ● Class level
	  ● Selected students
	● **PELI (Y5 Only)**
	● **Othe**r_____

Teacher Name _____ Grade Level _____
Teacher Signature _____ Date _____
Administrator Signature _____ Date _____

APPENDIX B (Page 2 of 3)
Possible Growth Choices by Level
Middle School

Directions for teachers in all subject areas grades 6-8

- For your 1st measure of student growth, you may select any of the options in column A. Please circle your choice.
    - For Teachers that teach English, at least 10% of your evaluation must be from a District or State assessment.
    - For Teachers that teach Math, at least 10% of your evaluation must be from a District or State assessment.
    - For Teachers that teach English and Math, at least 10% of your evaluation must be from a District or State assessment that is 5% of English and 5% of Math (totaling the 10% requirement).
    - All Teachers that teach English and math may opt for a 3rd Goal that could be 5% or 10% of the total growth goals when mutually agreed upon between the teacher and administrator that shall be from List A or B. *Examples: English 5%, Math 5%, Other, 10%. English 10%, Math 5%, Other 5%*
- For your 2nd measure of student growth, you may select any of the options in column B. Please circle your choice.
- In the event that a student or students' data need to be eliminated from a data set for significant reasons that are outside of a teacher's control such as truancy and mid-year transfers, the teacher and administrator may mutually agree to exclude this student data. The spirit of this practice is to address extenuating circumstances outside of a teacher's control – a student's ability or disability is not a factor that can be considered outside of an IEP team's decision for placement.

A. 1st Measure of Student Growth	B. 2nd Measure of Student Growth

● **M-STEP Math (6&7)**
● **M-STEP ELA (6&7)**
● **PSAT 8 Math (8)**
● **PSAT ELA (8)**
● **Pre & Post Assessments**
● **NWEA Reading**
  ● Your students
  ● Grade level score
● **NWEA Math**
  ● Your students
  ● Grade level score
● **Student Learning Objective**
  ● Class Level
  ● Course Level
  ● Selected students
● **Other**_____
	● **M-STEP Math (6&7)**
	● **M-STEP ELA (6&7)**
	● **PSAT 8 Math (8)**
	● **PSAT ELA (8)**
	● **Pre & Post Assessments**
	● **NWEA Reading**
	  ● Your students
	  ● Grade Level Score
	● **NWEA Math**
	  ● Your students
	  ● Grade Level Score
	● **Student Learning Objective**
	  ● Class Level
	  ● Course Level
	  ● Selected students
	● **Other**_____

Teacher Name _____ Grade Level _____

Teacher Signature _____ Date _____

Administrator Signature _____ Date _____

APPENDIX B (Page 3 of 3)

Possible Growth Choices by Level

High School

Directions for teachers in all subject areas grades 9-12

- For your 1st measure of student growth, you may select any of the options in column A. Please circle your choice.
    - For Teachers that teach an English coded class(es), at least 10% of your evaluation must be from a teacher, District or State assessment.
    - For Teachers that teach a Math coded class(es), at least 10% of your evaluation must be from a teacher, District or State assessment.
    - For Teachers that teach an English and Math (coded class(es), at least 10% of your evaluation must be from a teacher, District or State assessment that is 5% of English and 5% of Math (totaling the 10% requirement).
    - All Teachers that teach English and math may opt for a 3rd Goal that could be 5% or 10% of the total growth goals when mutually agreed upon between the teacher and administrator that shall be from List A or B. *Examples: English 5%, Math 5%, Other, 10%. English 10%, Math 5%, Other 5%*
- For your 2nd measure of student growth, you may select any of the options in column B. Please circle your choice.
- In the event that a student or students' data need to be eliminated from a data set for significant reasons that are outside of a teacher's control such as truancy and mid-year transfers, the teacher and administrator may mutually agree to exclude this student data. The spirit of this practice is to address extenuating circumstances outside of a teacher's control – a student's ability or disability is not a factor that can be considered outside of an IEP team's decision for placement.

A. 1st Measure of Student Growth	B. 2nd Measure of Student Growth

● **M-STEP Social Studies**
  ● Your students
  ● Building Score
● **PSAT 9/10**
  ● Your students
  ● Grade Level Score
  ● Building Score
● **SAT**
  ● Your students
  ● Grade Level Score
  ● Building Score
● **Pre/Post Assessments**
● **Student Learning Objective**
  ● Class Level
  ● Selected Students
● **Other**_____
	● **M-STEP Social Studies**
	  ● Your students
	  ● Building Score
	● **PSAT 9/10**
	  ● Your students
	  ● Grade Level Score
	  ● Building Score
	● **SAT**
	  ● Your students
	  ● Grade Level Score
	  ● Building Score
	● **Pre/Post Assessments**
	● **Student Learning Objective**
	  ● Class Level
	  ● Selected Students
	● **Other**_____

Teacher Name _____ Grade Level _____

Teacher Signature _____ Date _____

Administrator Signature _____ Date _____

APPENDIX C: GENERAL REQUIREMENTS - EARNED SICK TIME ACT

GRETCHEN WHITMER
GOVERNOR

Michigan Department of Labor & Economic Opportunity
Wage and Hour Division
PO Box 30476
Lansing, MI 48909-7976
REQUIRED POSTER
GENERAL REQUIREMENTS – EARNED SICK TIME ACT*

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC OPPORTUNITY

SUSAN CORBIN
DIRECTOR

Your employer's 'year' for the purposes of the Earned Sick Time Act is: _____

Earned Sick Time Accrual

Number of Employees	Minimum Accrual Rate	Employer May Limit Use To:
10 or fewer employees	1 hour for every 30 hours	40 hours in a year
11 or more employees	1 hour for every 30 hours	72 hours in a year

- Determined by Employer written policy earned sick time may be carried over from year to year or paid out. A business with 10 or fewer employees is not required to permit an employee to use more than 40 hours of paid earned sick time in a single year, employers with 11 or more employees are not required to permit an employee to use more than 72 hours of paid earned sick time in a single year.
- Earned sick time shall begin to accrue on the effective date of this law, or upon commencement of the employee's employment, whichever is later.
- An employee may use accrued earned sick time as it is accrued. Newly hired employees may be subject to a 120 day wait period for use.
- An employer is in compliance with the act if it provides any paid leave in at least the same amounts as that provided under this act that may be used for the same purposes and under the same conditions provided in this act and that is accrued at a rate equal to or greater than the rate described in subsections (1) and (2) of Section 3 of the act. Paid leave includes, but is not limited to, paid vacation days, personal days, and paid time off.

Earned Sick Time Uses

An employer shall permit an employee to use the earned sick time accrued for any of the following:

- The employee's or the employee's family member's 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 preventative medical care for the employee.
- If the employee or the employee's 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 resulting from the domestic violence or sexual assault.
- For meetings 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; or
- For closure of the 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 a public 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 employee's or family member's exposure to a communicable disease.
- An employer shall not require an employee to search for or secure a replacement worker as a condition for using earned sick time.

Exercise of Rights

- An employer or any other person shall not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this act.
- An employer shall not take retaliatory personnel action or discriminate against an employee because the employee has exercised a right protected under this act. "Retaliatory personnel action" means any of the following:
  - Denial of any right guaranteed under this act.
  - A threat, discharge, suspension, demotion, reduction of hours, or other adverse action against an employee or former employee for exercise of a right guaranteed under this act.
  - Sanctions against an employee who is a recipient of public benefits for exercise of a right guaranteed under this act.
  - Interference with, or punishment for, an individual's participation in any manner in an investigation, proceeding, or hearing under this act.
- An employer's absence control policy must not treat earned sick time taken under this act as an absence that may lead to or result in retaliatory personnel action.

Complaint Filing

An employee affected by an alleged violation, at any time within 3 years after the alleged violation or the date when the employee knew of the alleged violation may file a complaint with the Wage & Hour Division.

*For precise language of the statute, see Public Act 338 of 2018, as amended
Auxiliary aids, services and other reasonable accommodations are available, upon request, to individuals with disabilities.
www.michigan.gov/wagehour • Toll Free 1-855-4MI-WAGE (1-855-464-9243)
WHD 9911 (Revised 2/27/2025)

Source: https://www.michigan.gov/leo/-/media/Project/Websites/leo/Documents/WAGE-HOUR/WHD-99xx-Information-Sheets/WHD-9911-PMLA-Poster/EARNED-SICK-TIME-ACT-Poster_9911.pdf?rev=65db63fe1c1944a38c1f32d3df1b9011&hash=4005F8DD9998E53354415138B050178C

SCHEDULE C: ALL OTHER COMPENSATION (Reference Only)

Counselor Compensation (Article XIX, O)
- See article – $40/hour

Curriculum Rate
- Article VI, Section C: Teachers asked by the district to make plans for another teacher will be paid the Curriculum Rate for their time and effort as mutually agreed upon between the Teacher and administrator:$27/hour
- Article XIX, B: General, See article
    - Instructional Services: $27/hour
    - Tutoring: $27/hour
    - Homebound Instruction: $27/hour
    - Curriculum Development: : $27/hour
    - Presenting: $40/hour

Early Retirement Notification (Article XIX, R)
- See article

Elementary Team Leader/Secondary Department Chair (Article VI, F & G)
- $500 Stipend Annually
- $300 Team Supply Budget (to be used for items or supplies for the entire team, not the team leader's individual classroom)

Itinerant Teacher (travel between buildings) (Article XIX, Q)
- $200/per year

Kindergarten Screening (Article XIX, P)
- See article - $40/hour

Mileage, Approved (referenced in Administrative Guidelines: ag6550, ag6320H)
- A Teacher required in the course of their employment to use their personal automobile shall be reimbursed at the IRS rate. This does NOT include travel between buildings that is covered for Itinerant Teachers nor PD days within the District/ISD.

Miscellaneous Stipends (Article XIX, U)
- Homecoming $720
- Prom $720
- Charity Week $750

National Board Certification (Article XIX, E)
- $5,000 per year for 3 years

Overload (Article XIX, F)
- See article

Robotics Coaches/Mentors (not in Schedule B) (XIX, T)
- See article

Sick Day Payout (Article VIII, F)
- See article

State Organizational Membership Fee (Article XI, C)

- Up to $35 per year, per organization within one teaching area

Trip Coordinator (Article XIX, N)

- Hartley - see article
- Washington, DC - see article

Virtual Mentorship Stipend (Article XIX, S)

- $2,500/Semester

SIGNATURE PAGE

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