Edwardsburg Public Schools

Edwardsburg Education Association 2024 - 2027

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

EDWARDSBURG BOARD OF EDUCATION

&

EDWARDSBURG EDUCATION ASSOCIATION

2024-2027

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A G R E E M E N T

THIS AGREEMENT, entered into this, Monday, June 10, 2024, by and between the BOARD OF EDUCATION OF THE EDWARDSBURG PUBLIC SCHOOLS of Edwardsburg, Michigan, hereinafter referred to as the "Board" and the EDWARDSBURG EDUCATION ASSOCIATION, hereinafter referred to as the "Association".

Pursuant to the requirements contained within MCL 423.215 and Public Act 436 of 2012, if an emergency manager is appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, or PA 436 of 2012, the emergency manager may reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, or PA 436 of 2012.

ARTICLE I - RECOGNITION

Section 1: The Board hereby recognizes the EDWARDSBURG EDUCATION ASSOCIATION as the exclusive bargaining representative, as defined in Section II of Act 336, Public Acts of 1947, as amended by Act 379, Public Acts of 1965, for only the certified teaching personnel, including librarians/media specialists and counselors, employed by the Edwardsburg Public Schools on an annual basis under contract for a regular assignment but excluding supervisory, administrative, executive personnel, substitute teachers and all hourly or daily rated employees.

(a) The term "teacher" when used hereinafter in this agreement shall refer to all employees represented by the Edwardsburg Education Association in the bargaining or negotiating unit as defined above.

(b) The term "Board" shall include its officers and agents. The board agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, Public Acts of 1965, for the duration of this agreement.

ARTICLE II - BOARD RIGHTS AND RESPONSIBILITIES

Section 1: The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and the United States, including but without limiting the generality of the foregoing, not subject to the grievance procedure, the right:

(a) To the executive management and administrative control of the school system and its properties and facilities and the assigned activities of its employees;

(b) To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion and to promote and transfer all such employees and to determine the size of the work force;

(c) To establish grades and courses of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

(d) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature;

(e) To determine class schedules, the hours of instruction and the duties, responsibilities and assignments of teachers and other employees with respect thereto and non-teaching activities and the terms and conditions of employment;

(f) To modify, adjust or change teaching conditions for experimental classes including the use of new technology and innovative approaches in the educational program;

(g) To adopt policies, rules and regulations and to formulate and implement educational policy.

Section 2: The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only 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.

ARTICLE III - WORK HOURS

Section 1: Each teacher will work thirty-six (36) hours and thirty-five (35) minutes per week, which will include:

(a) The elementary day shall be configured with each classroom teacher having five (5) 40 minute blocks per week for planning with additional planning minutes scheduled at other times during the day. Each day, the time of the 40 minute planning will remain consistent. The total weekly planning time shall equal 5 hours. Once a month the building principal could use one planning time for the purpose of meeting with a grade level team.

(b) For secondary teachers (Grades 6-12) twenty-six (26) hours, thirty-five (35) minutes of classroom teaching or other instructional assignment. It is understood that these hours shall be regularly assigned for the school term and may include a seven period day at the secondary level. Any time not assigned to instructional duties shall be spent on preparation, homerooms or supervised study.

(c) Assistance given to specialists by the regular teacher will be on a voluntary basis.

(d) Five (5) hours of student supervision per week.

(1) Any time not spent on student supervision will be spent on preparation or other duties as assigned by the principal.

(e) Five (5) hours of preparation per week.

(f) In the event a teacher believes it is necessary to leave school district premises for research, planning, meeting with parents, material gathering, consultation with specialists or other activities which are job related, the teacher shall request permission to do so and receive explicit prior written administrative approval from his/her principal.

Section 2: Each teacher will have an unassigned, duty-free lunch period of at least one-half (1/2) hour per day.

Section 3: These hours are mandatory unless the building principal wishes to excuse teachers earlier in specific cases. The merit of such requests will be weighed by the building principal. This decision in any case will not be subject to grievance or of any concern to the Association.

Section 4: On Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupil's regular school day, provided the teacher has fulfilled his/her seven (7) hour workday that day.

Section 5: Extra-curricular activities may begin before the school day begins or after the close of the pupil's regular school day, provided the teacher has fulfilled his/her seven (7) hour workday that day.

Section 6: Except as noted in this Section, no departure from the above hours shall be made without prior negotiated agreement with the Association President. The Board may depart from the above hours after consultation with the Association President in accordance with the following:

(a) In case of emergency or the exceptions agreed upon in Sections 4 and 7 of this Article.

(b) If the Board determines it is necessary to do so in order to satisfy current or future State requirements pertaining to minimum number of hours of pupil instruction or to receive full State aid.

Section 7: Teachers will attend all meetings called by the administration without added compensation. Attendance at such meetings in excess of five (5) hours per month shall be voluntary. Such meetings will be limited to a maximum of five (5) hours per month. Teachers will be given forty-eight (48) hours prior notice of all such meetings except in case of emergency. "Meetings" shall include, but not be limited to, Staff Meetings, Department Meetings, IEP Meetings, 504 Meetings, Behavior Plan Meetings, Open House, and Concert/Performance Supervision.

Section 8: If an adequate number of teachers as determined by the principal do not volunteer to perform recess or lunchroom supervision, teachers may be assigned to perform these duties. Any teacher performing lunchroom or recess supervision shall be paid at the rate of $30.00 per hour.

Section 9: Teachers who agree to an administrative request to substitute for other teachers during their planning period shall be paid at the rate of $30.00 per class period (6-12) and per hour (K-5). Teachers who substitute for another teacher by assuming responsibility for the absent teacher's students in addition to his/her students, shall be paid at the rate of $20.00 per class period for additional students ranging from one to five (1 to 5) and $30.00 per class period if the additional students exceed five (5) provided, however, that the compensation for a full or partial day of substituting shall not exceed $120.00 per day.

ARTICLE IV - SCHOOL CALENDAR

Section 1: The school calendar will be based on the following criteria:

(a) The student calendar shall incorporate no less than the minimum number of days and the minimum number of instructional hours required by the State of Michigan.

(b) The teacher calendar shall include four (4) paid holidays and no less than the required number of professional development days. The four (4) paid holidays shall be Memorial Day, Labor Day, Thanksgiving, and the Friday after Thanksgiving.

(c) The calendar for the next school year shall be discussed thoroughly by the administration with duly authorized Association members appointed by the Association President prior to submitting the calendar for adoption.

(d) Changes of the calendar made after adoption of the calendar by the Board of Education shall be negotiated with the Association.

Section 2: In the event legislation prohibits school districts from counting days lost as a day of student instruction (e.g., days lost due to inclement weather) then the Board shall be entitled to reschedule such days and teachers shall not be entitled to additional compensation for working on the rescheduled days. The administration shall negotiate with the Association within five (5) days of the first student attendance day following the day(s) lost before rescheduling such days.

The days will be rescheduled at the end of the year unless the Board and Association mutually agree otherwise.

The days that are rescheduled will contain the same number of hours of student contact time as the days that were lost unless the Board and Association agree otherwise.

ARTICLE V - SENIORITY

Section 1: "Seniority" shall be defined as the length of continuous service with the school district since the last date of hire. Periods of time spent on leaves of absence and layoff shall not constitute a break in continuous service and seniority shall accrue during such periods. For purposes of this article only, service at less than the full teaching load shall count as if the service was at full teaching load. In the event of ties in seniority, all teachers so affected will participate in a formal drawing to determine placement on the seniority list. The Association and bargaining unit members so affected will be notified in writing of the date, time and place of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be in attendance.

Section 2: The Board shall prepare and present to the Association President a current seniority list prior to December 15th of each year. It is the Association's duty to review the list with teachers. The seniority list shall also contain information regarding the employees' certification. The Association shall have thirty (30) days from receipt of the list to object. Any objection must be in writing. Failure to object by the Association or any teacher within the aforementioned thirty (30) day period shall conclusively and irrebuttably be construed as an agreement that the list is accurate.

ARTICLE VI - CONCERTED ACTION PROHIBITION

Section 1: The Association or its members shall not engage in nor encourage concerted action of any type against the school district, which would be in violation of this contract or in violation of the Public Employment Relations Act. The Association or its members shall not entangle students in any labor disputes.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

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

(a) Failure to re-employ any probationary teacher;

(b) Failure to employ or re-employ any teacher to a position on the extra-curricular schedule;

(c) Any matter within the jurisdiction of a state or federal agency.

Section 2: The Board hereby designates the principal of each building to act as its representative at Level One and Level Two as hereinafter described. Should the principal be unavailable at Level Two, the Superintendent or his/her designated representative will act as the representative for the Board of Education.

Section 3: The term "days" as used herein shall mean teacher work days. In the event grievances are not settled by the end of the school year, the time limits shall continue with each subsequent Monday through Friday being considered as working days.

Section 4: Written grievances as required herein shall contain the following:

(a) It shall be signed by the grievant or grievants;

(b) It shall be specific;

(c) A brief description of the alleged violation;

(d) It shall cite the section or subsections of this contract alleged to have been violated;

(e) It shall contain the date of the alleged violation;

(f) It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

Section 5: The occurrence shall be defined as the alleged violation; or in cases where the teacher receives official notification of an action that may constitute a violation of this Agreement, such notification, may be designated as the occurrence. In cases where a deduction from pay is involved, official notification of such deduction shall represent that occurrence of the alleged violation.

Section 6: Level One - A teacher or the Association alleging a violation of the express terms and conditions of this contract shall within seven (7) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same.

Level Two - If the teacher or the Association is not satisfied with the disposition of the grievance at Level One, or if no disposition is made, he/she may present, in writing, this grievance individually or with the aid of

an Association representative to the principal or in his/her absence, the Superintendent, within eight (8) days after the Level One discussion. The administrator with whom the grievance has been filed shall, within five (5) days of receipt of the grievance, meet with the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the Association.

Level Three - If the teacher or the Association is not satisfied with the disposition of the grievance at Level Two, or if no disposition has been made, a copy of the written grievance shall be filed with the Superintendent for disposition by his/her designated agent within ten (10) days after the Level Two response was received or should have been received.

Within five (5) days of receipt of the grievance, the Superintendent or his/her designated agent shall meet with the grievant or his/her designated agent and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of same to the grievant, the local unit Association president, the building principal in which the grievance originated and retain a copy of same in a permanent file.

If the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the Secretary of the Board of Education within five (5) days of the Level Three decision.

Level Four - The Board, at the parties' mutual agreement, may hold a hearing on a grievance within twenty (20) days. The hearing may be held before a committee of the Board, which shall be authorized to render a decision on behalf of the Board. If the Board does not hear the grievance the Association may proceed to Level Five.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance originated, the grievant and the president of the Association local unit.

Level Five - Individual teachers shall not have the right to process a grievance at Level Five without the endorsement and approval of the Association.

(a) If the Association is not satisfied with the disposition of the grievance at Level Four, it may refer the matter for arbitration by filing a demand for arbitration with the American Arbitration Association within twenty (20) days after the decision at level four or if no decision is rendered at Level Four within twenty (20) days after the date the level four decision was due; all arbitration proceedings shall comply with the Uniform Arbitration Act. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association.

(b) Neither party may raise a new defense or ground at Level Five not previously disclosed to the other party. At no time later than three (3) days prior to the hearing or prehearing, the parties may by mutual consent agree to hold a conference in an attempt to settle the grievance.

(c) The decision of the arbitrator shall be in accordance with the Uniform Arbitration Act; subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

(d) Powers of the arbitrators are subject to the following limitations:

(1) He/She shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

(2) He/She shall not hear any grievance previously barred from the scope of the grievance procedure.

(3) He/She shall have no power to interpret state or federal law except where necessary to determine whether a dispute is arbitrable.

(4) He/She shall have no power to interpret the terms of an insurance policy or contract or to require the Board to provide coverage or benefits in addition to those provided by any insurance policy or contract.

(e) More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent or unless the Board requests that grievances of a similar nature be consolidated and consolidation will result in cost savings and unnecessary duplication of effort.

(f) The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expenses of witnesses.

(1) If any of the agreed time limits are allowed to lapse, the grievance will be considered as waived. In the event the Board of Education or its representatives fail to give an answer to any grievance as required, it shall automatically proceed to the next higher step provided that nothing contained herein shall be construed to automatically advance a grievance to arbitration.

(2) Except at the arbitration level, all preparation, filing, presentation or consideration of grievance shall, unless by mutual consent, be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.

ARTICLE VIII - ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section 1: The Board agrees to permit the local Edwardsburg Education Association the use of the school buildings for Association meetings after school hours subject to availability and the approval of the responsible administrator. The Board reserves the right to charge a fee for such facility use if the school incurs an additional cost. Said use may not violate the Campaign Finance Act.

Section 2: The Board agrees to permit the Association use of intra-school mails and teacher mailboxes for the purpose of distributing Association materials and agrees to permit the use of bulletin board space in each building for the purpose of posting Association notices. The location of this bulletin board space shall be in the staff lounge of each building. Said use may not violate the Campaign Finance Act.

Section 3: The Board agrees that the Association may use school office equipment when not in regular use, provided that the use is strictly to service the legitimate business needs of the local Edwardsburg Education Association. Use of computers may be limited or restricted when needed for security precautions. In the event of conflict, the responsible administrator will determine priority. The Association shall reimburse the Board for the costs of supplies used for Association business. Said use may not violate the Campaign Finance Act.

Section 4: The Board agrees to permit teachers to wear insignia, pins and other identification of membership in the Association and any affiliate organization.

Section 5: The Board agrees to give the Association president prior notification of all board meetings.

Section 6: Each teacher shall have the right to review the contents of his/her personnel file, except for information from sources outside the school system, which is confidential. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

Section 7: The Board agrees to permit, by consent of the building principal, the Association officers (namely: the president, vice president, secretary, treasurer, one (1) Association representative from each building and members of the grievance committee) to travel from building to building within the school system during school hours when said officers do not have direct responsibility for the instruction of children and provided that the responsibilities of the visited party or parties are not interfered with as expressed by the consent of the principal of the individual building to be visited. Said officers are to notify their principals and provide substitutes from existing staff if needed.

Section 8: The Board recognizes its responsibility to give assistance to teachers with respect to the maintenance of control and discipline in the classroom, on school property and during all school activities within the confines of school policy. The teachers recognize their responsibility in maintaining this control and discipline.

If any teacher is complained against or sued by reason of maintaining proper discipline over the pupils in attendance at school, the Board will provide legal advice to the teacher.

Section 9: In the event the district receives a FOIA request for the personnel record(s) of any teacher(s), or any portion thereof, the district shall promptly provide the following to the affected teacher(s) and to the Association:

A copy of the FOIA request

The name(s) of the requesting parties

The District shall take the maximum time allowable by law to respond to a FOIA request to allow the teachers and/or

Association the opportunity to take whatever legal action is available to bar disclosure of any or all of the requested document(s).

If requested by the affected teacher(s), copies of all communications and documentation sent to the requesting parties by the District shall be sent to the affected teacher(s) or the Association.

Section 10: The Board agrees to make available to the Association, in response to written requests, all public information concerning the financial resources of the district, the preliminary budget, and such other public information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the employees, and for contract negotiations. Prior to receipt, the Association will pay all costs associated with producing the information. Labor costs will be calculated at the lowest compensated qualified employees per diem hourly rate.

Section 11: While performing normal contractual duties, the Board will reimburse a Bargaining Unit Member for up to a maximum amount of Three Hundred Fifty Dollars ($350), for any losses, damage, or destruction of clothing or personal property. Reimbursement will only occur if the loss is not the result of the teacher's negligence or misconduct. The loss must be promptly reported, the same or next day in writing and substantiated to the Administrator in charge. The District shall only be responsible for reimbursing up to Three Hundred Fifty Dollars ($350) not covered by the teacher's insurance carrier. Personal effects as used in this paragraph means effects normally carried on one's person, such as phones, watches, rings, glasses, etc.

Section 12: If criminally assaulted, upon request, an assaulted Bargaining Unit Member may be excused from their professional duties for the remainder of the day and/or the following day to recover from a criminal assault without deduction from their accumulated sick leave. The existence of a criminal assault shall be determined by the Administration after consultation with the District's Attorney. The Administration's determination shall not be grievable.

ARTICLE IX – 2024 – 2027 SALARY SCHEDULE

During the term of this Agreement, the following salary adjustment shall apply:

1. During the term of this 2024 – 2027 Agreement, eligible Employees shall receive no more than one step/lane per year of this agreement.

2. Merit Pay shall be paid on or before the first pay in January for the length of this contract. The District will divide evenly $40,000 to every teacher meeting merit pay qualifications as agreed upon by the District and the EEA.

Section 1: Salary Schedule and Longevity

	2024-2025		2025-2026		2026-2027	
Steps	**BA**	**MA**	**BA**	**MA**	**BA**	**MS**
1	$43,348.25	$46,137.12	$44,648.70	$47,521.24	$45,988.16	$48,946.88
2	$44,973.26	$47,795.07	$46,322.46	$49,228.92	$47,712.13	$50,705.79
3	$46,598.27	$49,453.02	$47,996.22	$50,936.61	$49,436.11	$52,464.71
4	$48,223.28	$51,110.97	$49,669.98	$52,644.30	$51,160.08	$54,223.62
5	$49,848.29	$52,768.92	$51,343.74	$54,351.99	$52,884.05	$55,982.55
6	$51,473.30	$54,426.87	$53,017.50	$56,059.68	$54,608.03	$57,741.47
7	$53,098.31	$56,084.82	$54,691.26	$57,767.36	$56,332.00	$59,500.38
8	$54,723.32	$57,742.77	$56,365.02	$59,475.05	$58,055.97	$61,259.30
9	$56,348.33	$59,400.72	$58,038.78	$61,182.74	$59,779.95	$63,018.23
10	$57,973.34	$61,058.67	$59,712.54	$62,890.43	$61,503.92	$64,777.14
11	$59,598.35	$62,716.62	$61,386.31	$64,598.12	$63,227.89	$66,536.06
12	$61,223.36	$64,374.56	$63,060.07	$66,305.80	$64,951.87	$68,294.98
13	$62,848.38	$66,032.52	$64,733.83	$68,013.50	$66,675.84	$70,053.90
14	$64,473.39	$67,690.47	$66,407.59	$69,721.18	$68,399.81	$71,812.82
15	$66,098.40	$69,348.42	$68,081.35	$71,428.87	$70,123.79	$73,571.74
16	$67,723.41	$71,006.36	$69,755.11	$73,136.55	$71,847.76	$75,330.65
17	$69,348.42	$72,664.32	$71,428.87	$74,844.25	$73,571.74	$77,089.58
18	$70,973.43	$74,322.27	$73,102.63	$76,551.94	$75,295.71	$78,848.49
19	$72,598.44	$75,980.22	$74,776.39	$78,259.62	$77,019.68	$80,607.41
20	$74,223.45	$77,638.16	$76,450.15	$79,967.31	$78,743.66	$82,366.33
21	$75,848.46	$79,296.12	$78,123.91	$81,675.00	$80,467.63	$84,125.25
22	$77,473.47	$80,954.07	$79,797.67	$83,382.69	$82,191.60	$85,884.17

Teachers who begin their 10th consecutive year in a teaching capacity at Edwardsburg Public Schools at the start of the school year shall receive longevity pay in seven tiers. Longevity will be paid via payroll divided equally among the number of payrolls the employee is to receive. (When a person starts Year 10, their longevity pay will begin.) This will constitute compensation for the purposes of the Michigan Public School Employee Act.

Tier	Stipend
Years 10 – 14	$1000
Years 15 – 19	$1200
Years 20 – 22	$1500
Years 23 – 25	$1900
Years 26 – 27	$2100
Years 28 – 29	$2300
Year 30 and beyond	$2500

Teachers who are rated ineffective shall not receive a step increase in the following school year.

Section 2: The following rates of pay shall apply to the extra-curricular duties listed below:

2024-2025									
Step/Exp.	**Class I**	**Class II**	**Class III**	**Class IV**	**Class V**	**Class VI**	**Class VII**	**Class VIII**	**Class IX**
1/No Yrs.	$6,170.32	$5,301.92	$4,814.16	$4,048.72	$3,265.60	$2,869.36	$1,438.32	$678.08	$440.96
2/1 Yr.	$6,635.20	$5,677.36	$4,721.60	$4,275.44	$3,500.64	$3,113.76	$1,560.00	$739.44	$483.60
3/2 Yrs.	$7,076.16	$6,043.44	$5,002.40	$4,505.28	$3,730.48	$3,341.52	$1,666.08	$789.36	$510.64
4/3 Yrs.	$7,382.96	$6,432.40	$5,287.36	$4,726.80	$3,963.44	$3,568.24	$1,787.76	$847.60	$546.00
5/4 Yrs.	$8,066.24	$6,822.40	$5,574.40	$4,958.72	$4,206.80	$3,800.16	$1,895.92	$899.60	$580.32
6/5 Yrs.	$8,538.40	$7,199.92	$5,858.32						
7/6 Yrs.	$9,013.68	$7,579.52							
2025-2026									
Step/Exp.	**Class I**	**Class II**	**Class III**	**Class IV**	**Class V**	**Class VI**	**Class VII**	**Class VIII**	**Class IX**
1/No Yrs.	$6,355.43	$5,460.98	$4,958.58	$4,170.18	$3,363.57	$2,955.44	$1,481.47	$698.42	$454.19
2/1 Yr.	$6,834.26	$5,847.68	$4,863.25	$4,403.70	$3,605.66	$3,207.17	$1,606.80	$761.62	$498.11
3/2 Yrs.	$7,288.44	$6,224.74	$5,152.47	$4,640.44	$3,842.39	$3,441.77	$1,716.06	$813.04	$525.96
4/3 Yrs.	$7,604.45	$6,625.37	$5,445.98	$4,868.60	$4,082.34	$3,675.29	$1,841.39	$873.03	$562.38
5/4 Yrs.	$8,308.23	$7,027.07	$5,741.63	$5,107.48	$4,333.00	$3,914.16	$1,952.80	$926.59	$597.73
6/5 Yrs.	$8,794.55	$7,415.92	$6,034.07						
7/6 Yrs.	$9,284.09	$7,806.91							
2026-2027									
Step/Exp.	**Class I**	**Class II**	**Class III**	**Class IV**	**Class V**	**Class VI**	**Class VII**	**Class VIII**	**Class IX**
1/No Yrs.	$6,546.09	$5,624.81	$5,107.34	$4,295.29	$3,464.48	$3,044.10	$1,525.91	$719.38	$467.81
2/1 Yr.	$7,039.28	$6,023.11	$5,009.15	$4,535.81	$3,713.83	$3,303.39	$1,655.00	$784.47	$513.05
3/2 Yrs.	$7,507.10	$6,411.49	$5,307.05	$4,779.65	$3,957.67	$3,545.02	$1,767.54	$837.43	$541.74
4/3 Yrs.	$7,832.58	$6,824.13	$5,609.36	$5,014.66	$4,204.81	$3,785.55	$1,896.63	$899.22	$579.25
5/4 Yrs.	$8,557.47	$7,237.88	$5,913.88	$5,260.71	$4,462.99	$4,031.59	$2,011.38	$954.39	$615.66
6/5 Yrs.	$9,058.39	$7,638.40	$6,215.09						
7/6 Yrs.	$9,562.61	$8,041.11							

CLASS I
Band
Basketball, Boys or Girls V
Football, Boys V

CLASS II
Baseball, Boys V
Cross Country V
Cheerleading Coach, Head Sideline, HS 18-19 FB & BB
Soccer, Boys or Girls V
Softball, V
Track, Boys or Girls V
Volleyball, V
Wrestling, Boys V
Yearbook (If not part of class)

CLASS III
Basketball, Boys or Girls JV
Bowling, Boys and Girls V (21-22)
Competitive Cheer HS
Football Assistants
Golf, Boys or Girls, V - Girls
Robotics, HS
Sideline Cheer Coach HS
Tennis, Boys or Girls V

CLASS IV
Baseball, JV
Basketball, Boys or Girls, Freshman
Cheerleading, Assistant Coach, HS
Cross Country, Assistant Coach, HS (21-22)
Soccer, JV
Softball, JV
Student Council, HS
Tennis, Boys or Girls JV
Track, Assistant V
Volleyball, Freshman
Volleyball, JV
Wrestling, JV

CLASS V
Basketball, Boys or Girls MS
Football, MS
Musical Spring Production Director, HS
Play, Fall Production Director, HS
Student Council, MS
Tennis, MS
Track, Boys or Girls, MS
Vocal Music, MS/HS
Volleyball, MS
Weight Room Monitor
Wrestling, MS

CLASS VI
Cheerleading, Sideline, MS
Cheerleading, Competitive, MS
Color Guard, HS
Cross Country, MS
Football, Assistant, MS
Musical Spring Production Associate Director, HS
National Honor Society, HS
Play, Associate Director, HS
Visual Arts Supervisor
Wrestling Assistant, MS

CLASS VII
Business Professionals of America (BPA) Team Sponsor, HS
Junior Class Sponsor/Prom
Senior Class Sponsor (Two Positions)
School Improvement/AdvancEd Chairperson
Science Olympiad Secondary Team Sponsor
Track Assistant, MS
Upper Elementary Student Council
Volleyball Assistant, MS
Yearbook, (Part of Class)

CLASS VIII
Freshman Class Sponsor
Intramural Basketball
Math Team Sponsor Secondary
SADD Organization Sponsor
School Improvement/AdvancEd Committee: HS-5 positions, MS-4 positions, Elementary - 3 positions per building
Science Olympiad Team Sponsor (Upper Elementary)
Sophomore Class Sponsor
Spelling Team Sponsor

CLASS IX
Intramural, Volleyball/Wrestling
Math Sponsor, Elementary
Science Olympiad, Lower Elementary
Music Coordinator, Elementary

V = Varsity, JV = Junior Varsity, HS = High School, MS = Middle School.

Unless otherwise noted, each classification is for one position.

Extracurricular duties that qualify for postseason play, and thus extend longer than the designated season or time frame shall receive a rate of 10% of their Schedule B Addenda per week.

- A 10% per week payment will be made to coaches for each week of post season play during which contests occur for the next level of post season competition for up to four weeks of additional pay.
- See Coaches Handbook for distinguishing post season for each extracurricular assignment.

In the event a non-bargaining unit member is hired for an extracurricular position, he/she shall be paid in accordance with this section.

Section 3: The Board of Education shall pay the contribution to the Michigan Public School Employee Retirement System that it is obligated to pay by law.

Section 4: Teachers may elect one of two pay options for their salary distribution (Section 1 above).

Option #1 - 26 equal pay periods every two (2) weeks (12 months).
Option #2 - 22 equal pay periods every two (2) weeks (10 months).

Extra-curricular remuneration from Section 2 of this Article shall be paid on one of two options.

Option #1 - Lump sum upon completion of the activity.
Option #2 - Year long activities may be divided equally among the 22 or 26 pays of this contract.

No lump sum or final payment shall be made after completion of the activity without approval from the responsible administrator.

Section 5: The Board of Education will recognize the obtainment of a Master's Degree when obtained after the start of the contract term. This recognition will be remunerated with the start of the semester following the awarded degree.

Section 6: Credit on the Edwardsburg schedule may be allowed to those presenting satisfactory prior teaching and/or military experience.

(a) Teaching Service - full credit for each year or major portion thereof of teaching experience in other schools may be granted.

(b) Military Service - full credit for each year or major portion thereof in the armed forces will be granted to a maximum of two (2) years upon returning to teaching.

Section 7: The hours spent on extra-curricular activities for which pay is received shall be in addition to the thirty-six (36) hours, thirty-five (35) minutes per week reflected in Article III.

Section 8: Additional teaching assignments and total additional pay above the hours specified in Article III (1-a) and (1-b) shall be agreed to in advance, in writing with the Superintendent. The teacher shall be paid 1/6th of his/her salary on step.

Section 9: The Board shall take the steps needed in order to enable teachers to participate in the Michigan Public School Employees Retirement System (MPSERS) tax deferred retirement service purchase and repayment program, providing doing so does not result in cost or expense to the Board or the Edwardsburg Public Schools. Participating teachers shall be responsible for all costs and expenses related to participation in the MPSERS program.

ARTICLE X – INSURANCE

The insurance listed below shall be maintained during the term of this 2024 – 2027 Agreement. During the 2024–2027 school years if the District experiences a Six and One Half Percent (6.5%) or greater projected increase in insurance costs, any portion of the increase above Six and One Half Percent (6.5%) shall be split equally between the Parties (each Party paying 50% of the increased amount above the first 6.5% increase).

A. To the extent allowable by law or regulation, upon proper application and acceptance for enrollment by the appropriate insurance underwriter, and/or carrier, the Board shall make payments for health insurance coverage (medical benefit plan coverage) for all eligible Employees (those not taking cash-in-lieu or the Alternative Plan, and who otherwise meet the other requirements listed in this Article) and their eligible dependents toward the chosen insurance plan (the "Base Plan") in a combined monthly amount not to exceed Eighty Percent (80%) of the Base Plan premium, paid per eligible Employee.

Insurance Plan Offerings
1. MESSA ABC 1 (Current Plan)
2. MESSA Balance+
3. Essentials by MESSA

Which includes:
Delta Dental Plan B
VSP2 Vision
$20,000 Term Life

Additionally, the Board agrees to pay Eighty Percent (80%) of health insurance related taxes up to a maximum of Twenty Percent (20%) of the total health insurance related taxes. The Board shall pay One Hundred Percent (100%) of the non-medical portion of the above plans.

The Base Plan shall conform to all requirements of the Patient Protection and Affordable Care Act (PPACA), IRS Code and Public Act 152 of 2011 (PA 152); including any requirements necessary to avoid penalties, taxes, or other liabilities for the Board; the Board is specifically authorized to make any adjustments to this Article necessary to fully comply with the PPACA, IRS Code, and PA 152, including to avoid any penalties, taxes, or other liabilities chargeable to the Board.

B. For those eligible teachers choosing to forego health insurance and instead choose PAK B benefits, the Board shall pay One Hundred Percent of the non-health insurance benefits for PAK B.

PAK B MESSA
Delta Dental Plan B
VSP 2 Vision
$20,000 Term Life

C. Any necessary amounts beyond the Board's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the Employee and shall be payroll deducted or, when payroll does not cover the deduction, paid directly by the individual Employee. To the extent allowable by law or regulation, the Employee may sign an agreement authorizing that any such amounts be payroll deducted through the Board's Section 125 Plan. If making direct payment, the Employee shall present payment directly on the 1st of each month prior to the date at which the payment becomes due. Failure of an Employee to pay their portion of the costs shall alleviate the Board of any duty to pay the

Monthly Contribution. The Board shall have the right to make deduction of any amounts due from the Employee's wages, and shall be held harmless from any liability arising from the deduction.

D. Employees who have access to another Employee's Board funded insurance or have access to other insurance which complies with the PPACA in a manner which avoids taxes, penalties, or fees attributable to the Board shall not be eligible for separate Board provided health insurance. Exceptions shall be made for employees who are less than 26 years of age and who are covered by a parent's PPACA compliant insurance, but have dependents of their own. Those individuals may take separate Board funded insurance. During open enrollment, Employees electing health care coverage will sign a statement that they are complying with this paragraph.

E. Unless otherwise noted within this Agreement, or as required by law or regulation, Employees on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Board's portion of insurance contributions for those days, starting on the sixth unpaid day in a school year.

F. Employees who are eligible for Board paid insurance contributions may make a written waiver of that coverage and instead elect to receive PAK B benefits and cash-in-lieu of health benefits in the amount of $350.00 per month (less applicable taxes) in accordance with the District's Section 125 Plan. All employees as a condition to receiving cash-in-lieu must first provide documentation that they otherwise receive health insurance that meets the value and coverage requirements of the Affordable Care Act.

G. Employees are hereby advised that they may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the Employee must make application to the life insurance carrier within 31 days of any termination of their employment status.

H. To the extent permitted by law or regulation, and/or insurer's policies, Board-paid insurance premium contributions shall continue as long as the Employee is in a pay status, but terminate at the end of the month during which the Employee ceases to be in a pay status, except as is otherwise provided herein or by law or regulation. Employees may continue the coverage at their own expense to the extent permitted by law or regulation.

I. The Board shall not be required to remit premiums for any insurance coverages on behalf of an Employee if enrollment or coverage is denied by the insurance underwriter, carrier, policyholder or third-party administrator.

J. The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Employee is responsible for assuring completion of all forms and documents required for his/her participation in the above-described insurance programs. Failure to complete the forms shall alleviate the Board of any requirements to fund insurance on behalf of that individual. The Board, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Board's failure to remit contractual premium amounts required of it (unless the failure to remit contractual premium amounts is pursuant to Public Act 54 of 2011 or the requirements of this Article).

K. Changes in family status shall be reported by the Employee to the Board within thirty (30) days of such change. The Employee shall be responsible for any overpayment of premium made by the Board on

his/her behalf for failure to comply with this paragraph, and the Board is specifically authorized to deduct any such amounts from future wages.

L. Unless otherwise delineated by law or regulation or the terms of the policy then in effect, eligible Employees shall receive insurance as of the 1st day of the 1st full month following their employment. Those employees opting to take cash-in-lieu shall not be eligible for Board paid health insurance contributions, but must participate in all other insurance products chosen by the Association if full unit participation is required by the insurance carrier. An Employee shall be eligible for Board paid insurance contributions or cash-in-lieu up to the maximum amounts allowed in this Article if the Employee is employed on a full-time basis as defined by the PPACA (currently, working an average of thirty [30] hours or more per week in the District).

M. The Board agrees to make payment of prorated premiums for part-time teachers based upon the portion of the part-time teachers assignment to a full-time assignment (*i.e.*, half-time assignment is eligible to receive payment of one-half the amount paid by the Board for a full-time teacher for either the Base Plan, PAK B, or the Alternative Plan). Amounts in excess of Board's obligation will be deducted from the teacher's salary or paid directly to the District by the teacher if the teacher does not have wages to deduct. A maximum of 12 months coverage shall be provided each eligible teacher, beginning July 1 through June 30 of each year.

N. The "medical benefit plan coverage year" shall run from January 1 to December 31 of each school year.

ARTICLE XI - LEAVES OF ABSENCE

Section 1: Absences due to personal illness or other physical disability; physical disability shall be defined as a disability which prevents the teacher from performing teaching duties as certified by a qualified physician.

(a) At the beginning of each school year all full time teachers shall receive ten (10) days sick leave credit, which can accumulate to one hundred and fifty (150) days. Each year's new days shall be in addition to those previously accumulated. Sick leave days shall be used for absences caused by illness, physical disability, physical examinations, medical, dental, or other health treatment which cannot reasonably be scheduled outside of the regular work day. Sick leave allowance may also be used for illness in the teacher's immediate family. Immediate family shall mean children, spouse, parents, grandparents, grandchildren, sibling, and in-laws of like relation.

(1) Each teacher shall notify the administration of the intended absence stating the nature of leave (illness, etc.) and where he/she can be contacted during the day. Each teacher shall give such prior notice to the scheduled on-the-job starting time.

(2) Each teacher may be required by the administration to give his/her immediate superior a written, signed statement indicating the reasons for such absence when reporting to work on the first working day following his/her absence. Failure to comply with this provision can result in the withholding of pay for such leave days.

(3) The Board of Education reserves the right to require a doctor's certificate or other evidence of illness for any absence extending beyond two (2) days in any school year.

(4) Accumulated sick leave time shall terminate upon severance or permanent suspension of employment.

(5) Sick leave allowance may also be used for attending school events for the staff member's children and will be designated as "family care days". School events include awards ceremonies, field days and field trips. Sick time may be taken in .5 day increments.

(b) A new employee must actually report for duty on or after the date stipulated on the contract in order to be eligible for sick leave credit. Those reporting after the first day of school shall have their sick leave credit pro-rated at a rate of 1 day per month or partial month worked during the school year.

(c) In case of injury to an employee while working for the Board of Education which would be covered under Worker's Compensation, the employee will receive the difference between Worker's Compensation allowed and his/her full salary but not in excess of the amount of salary in his/her sick leave credit.

(d) A teacher must have lesson plans available for a substitute in order to qualify for sick leave.

Section 2: Policy for absences other than personal illness for which a teacher would be paid:

(a) A total of three (3) days will be allowed for each death in the immediate family. The immediate family will include spouse, child, foster child, parent, sibling, grandparents and grandchildren of the employee or the employee's spouse. Additional days may be allowed upon request to the Superintendent and with his/her approval.

(b) One (1) day will be allowed when requested for each death of relatives outside the immediate family and for friends. Additional day(s) may be allowed upon request to the Superintendent and with his/her approval.

(c) Absences to attend conventions and other educational meetings may be permitted without salary deduction provided they are approved by the Superintendent prior to the meeting.

(d) Personal Business Leaves – At the beginning of each school year all full time teachers shall receive three (3) days personal business leave credit. The parties agree there may be personal conditions or circumstances, which may require teacher absenteeism for other reasons than heretofore mentioned. The Board agrees that such leave may be used under the following conditions:

(1) Teachers desiring to use such leave shall submit their request on the application form (provided by the Board) at least five (5) days in advance of the anticipated absence for approval by the Superintendent or his designated representative. This form must be filed with the principal or immediate supervisor.

(2) It is understood that such leave shall not be granted for the first or last day of the school year nor on the first working day immediately preceding or following a vacation period or holiday.

(3) Maximum length of such leave shall not exceed three (3) consecutive days per school year.

(4) It is agreed that there shall not be more than 10% of the staff at any one building on such leave on any given day, except in case of emergency. In the case of emergency approval, the teacher must give the reason for the absence to the Superintendent. In this case, the decision of the Superintendent shall be final and not subject to the grievance procedure.

(5) Personal business leave days shall be used for conducting personal business, which cannot be conducted at times other than during normal work hours.

(6) Personal business days shall not be used by Association officers and other members of the bargaining unit for the purpose of attending Association conferences, workshops, or professional development academies.

(7) Unused personal business days shall be added to the teacher's unused accumulated sick leave. If a teacher chooses to do so, one personal day can be kept as a personal day for the following school year. This allows for teachers to have a maximum of 4 personal days for one year. (Only one personal day can roll over each year).

(e) One (1) day for a ceremony or function in which the teacher receives a degree or honor.

(f) Teachers may be absent for jury duty. The Board will pay an amount equal to the difference between the teacher's daily salary and the jury duty fee paid by the Court (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports or performs jury duty and on which he otherwise would have been scheduled to work.

A teacher will be paid if the teacher is required to be absent because the teacher is subpoenaed to

testify as a witness or to be deposed in a matter related to the performance of their official duties. This provision shall not apply where the school district or Board of Education is a party to the lawsuit and the teacher is subpoenaed or deposed by the party opposing the school district or Board of Education, or the teacher is a plaintiff or defendant in a lawsuit unrelated to their official duties. In this situation, the teacher must request a leave of absence without pay or must use a personal day if one is available.

(g) The Association, with at least five (5) days' notice to the Superintendent shall be allowed fourteen (14) days per year to be used by the Association officers and other members of the bargaining unit for the purpose of attending Association conferences, workshops or professional development academies provided that no teacher shall use more than four (4) days except with the approval of the Superintendent. Such days shall not accumulate. The Association shall assume the cost of the substitute and for the cost of the employee's retirement for the time of the Association leave in accordance with Public Act 197 of 1982, as amended.

(h) A teacher may use a maximum of ten (10) days of the sick leave credit provided by Section 1 (a) of this article for serious illness, injury or hospitalization of a member of the teacher's family which necessitates the teacher's presence to care for the family member. Upon the request of a teacher, the Superintendent of Schools shall have the discretion to allow a teacher to use additional accumulated sick leave for serious illness, injury or hospitalization of a member of the teacher's family, which necessitates the teacher's presence to care for the family member. If the Superintendent allows additional accumulated sick leave to be used, that shall not create a precedent for future requests. The Superintendent's refusal to grant a request to use more than the maximum of ten (10) days accumulated sick leave shall not create a precedent for future requests. The Superintendent's refusal to grant a request to use more than the maximum of ten (10) days accumulated sick leave shall not be subject to the grievance procedure.

Section 3: Unpaid Leaves of Absences:

(a) The Board may grant a leave of absence upon written request of a teacher for a period not to exceed one (1) year subject to renewal at the will of the Board. The following conditions shall apply to all extended leaves of absence:

(1) Eligibility shall be based on a minimum of two (2) years of continuous service in the district.

(2) Salary and benefits shall not accrue during any unpaid leave of absence. Sick leave days shall not accrue, but unused sick leave held at the start of the leave shall be reinstated.

(3) Written notice to either return or resign shall be given to the Superintendent of Schools by March 15, of the year in which the leave expires. Failure to comply with this provision shall conclusively be deemed a resignation by the teacher and is not subject to the grievance procedure.

(b) Upon written request, unpaid leaves of absences may be granted for:

(1) Study related to the teacher's licensed field.

(2) Child care leave.

(3) To serve in a public office. Must be before the beginning or at the conclusion of a school year.

(4) Personal Illness. When the illness extends beyond the accumulated sick leave days, the teacher shall be granted a leave of absence without pay not to exceed the period ending one (1) year from the date the teacher exhausted sick leave. Before the teacher returns from such leave, the Board may require a certificate of good physical and mental health from a properly licensed doctor.

(5) Caring for a sick member of the teacher's immediate family.

(c) FMLA leave shall be administered in accordance with the FMLA and applicable regulations. This contract shall not be construed as limiting the rights of the Board and teachers under the FMLA.

(d) A teacher who has been employed by the Board for at least six (6) months may request an unpaid leave of absence to attend or participate in unique life changing events and activities, scheduled beyond the control of the employee. Leaves of absence for such unique events and activities shall not be available more frequently than once every five (5) years. Such leaves shall be without pay; however, a teacher may use available personal days, even if immediately preceding or following a vacation period or holiday. The teacher shall pay through payroll deduction the per diem cost of insurance benefits while on unpaid leave if the leave exceeds five (5) work days.

(e) A Deduct Day is an unpaid absence, not covered by normal authorized unpaid time-off (e.g. contractually authorized leaves of absence, FMLA leave, ADA Leave, etc.). A teacher may request a Deduct Day from the Superintendent if they are out of paid leave days. The Superintendent's decision shall be final and shall not be subject to grievance or other causes of action.

Section 4: Administration of Sick Leave Provisions:

(a) At the beginning of each year, a report shall be made to each eligible teacher indicating the amount of sick leave credit remaining.

(b) Holidays, vacations or other days when teachers are paid but not required to report for work shall not be considered deductible from the employee's sick leave credit accumulation.

(c) The questions of employing a substitute or replacement for an absent employee has no relation to deductions made under this policy.

(d) No payment under the sick leave policy shall be made beyond the date of resignation, death or retirement of an employee.

(e) The daily deductions from the salary made under this policy shall be made by dividing the base salary by the number of work days indicated on the teacher's contract.

(f) The teachers will be notified immediately of any deductions in pay because of absence and will be given the reason for such deductions. Teachers may choose which pay period either their next succeeding or final pay period from which such pay will be deducted.

(g) Sick leave will be charged in not less than One Half (1/2) day increments.

The following attendance bonus will be paid to teachers whose absences for the school year equal:

0 days	$600.00
.5 - 1 day	$500.00
1.5 – 2 days	$400.00

For purposes of the incentive, days refer to any day for which the teacher's absence is a reason that his or her accumulated personal illness/disability leave days or personal days were charged. For purpose of this section, an absence of less than a full school day will be rounded up or down to the nearest half or full day. Attendance incentive to be paid on or before June 30th of the applicable year.

If, at the start of an academic year, a teacher has accumulated the maximum number of sick leave days (150), they may sell back any unused sick days over 140 days at the rate of $100 per day for a maximum of ten days at the conclusion of the year. A teacher electing to sell back unused sick days will be ineligible for the attendance bonus. Days will be paid on or before June 30th of the applicable year.

Section 5: Retirement Severance

A teacher who has at least ten (10) years of service in the bargaining unit and who retires under the Michigan Public School Employees' Retirement System shall receive upon retirement thirty dollars ($30.00) per day for the first 60 days of unused sick leave and fifty dollars ($50.00) per day for any days above sixty, up to the maximum of 150 allowable sick days.

(a) The retirement incentive will be paid out as part of the last pay in June, unless the employee retires during the school year, in which case it will be paid two weeks following the employee's final pay.

(b) This benefit shall not be available for a teacher who retires under threat of discharge for just cause.

A teacher who has had at least ten (10) years of service in the bargaining unit and who leaves the district at the conclusion of an academic year shall receive upon notice and conclusion of the year, pay at the rate of $30.00 per day for all accumulated sick leave in excess of 60 days.

ARTICLE XII - APPLICATION PROCEDURE FOR IN-SERVICE OR CONFERENCE ATTENDANCE

Section 1: In-Service Meetings:

(a) The Association may submit requests for courses, workshops and programs designed to improve the quality of instruction to the Superintendent who will present the requests along with his recommendation to the Board of Education.

(b) The Association agrees to submit the following information with each request:

(1) Rationale for such a meeting or course;

(2) Extent staff members were involved in arriving at this request;

(3) The number of teachers who would participate;

(4) Estimated cost of project;

(5) The facilities needed;

(6) Time when this project would take place.

(c) No additional compensation will be granted to teachers attending in-service meetings. Failure of the Board to approve a request would not be subject to grievance.

Section 2: Professional conferences and clinics:

(a) Teachers may submit requests for attendance at conferences and clinics related to their teaching assignment or other duties to the building principal who will present the requests along with a recommendation to the Superintendent for his written approval or disapproval.

(b) If approved for conference attendance, teachers shall be reimbursed for their expense according to Board of Education policy in effect at the time and subject to approval of the Superintendent. Such expenses shall include but not be limited to food, lodging, travel and any fees connected with the conference or clinic. Teachers agree to submit proper bills and other evidence as required to support their claim.

(c) The decision of the Superintendent as to what expenses are appropriate and who attends such meeting is final and will not be subject to grievance under the terms of this Agreement.

(d) Upon return from the conference, the teacher shall submit a written report to his/her building principal. The report shall review and evaluate the conference content and comment on any benefits to the school district resulting from the conference attendance.

(e) Teachers approved for conference attendance in Section 2(a) above shall be granted sufficient leave time without loss of pay.

ARTICLE XIII - DUES DEDUCTIONS

A. Upon full, free, and written consent written authorization, any staff member will pay the appropriate amount of membership dues of the Association (including local and the MEA/NEA) to the Association pursuant to either payroll deduction or the electronic dues (e-dues) policy. Such authorizations shall be voluntary since it is understood that the payment of dues to the MCIEA is in no way a condition of employment. Any authorization form for dues to be signed by an employee and any requirements with respect to revocation thereof shall be consistent with legal requirements.

B. Any staff member may authorize payroll deduction for such dues. Authorization of deductions shall continue in effect from year to year unless revoked as permitted by Edwardsburg Education Association procedures which are legal. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the staff member once a month for ten months, beginning in September and ending in June of each year. Deductions for personnel employed after the commencement of the school year shall be appropriately prorated to complete dues requirements by the following June. An employee contesting the appropriate amount of the service fee to be deducted must exhaust the internal administrative procedures of the Edwardsburg Education Association. The remedies of such procedures shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this agreement, or any other administrative or judicial procedure.

C. With respect to all sums deducted by the Board pursuant to authorization by the staff member, the Board agrees to remit promptly such sums to the Association and/or its designate, accompanied by a list of staff members for whom such deductions have been made on or by the last day of each month for that month's deductions.

D. Upon written authorization from the staff member, the Board shall deduct from the salary of any staff member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Edwardsburg Education Association and Board.

E. The Edwardsburg Education Association will protect and save harmless the Board and each member thereof from any or all claims, demands, suits, costs, and other forms of liability, including attorney's fees and unemployment compensation, by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the above mentioned sections of this Article. Should this indemnification provision be declared unenforceable or void by a court of competent jurisdiction, or should the Association or its agent challenge the validity or enforceability of this indemnification provision, the Board shall not be required to make deduction of any representation service fees or otherwise enforce the representation service fee provisions of this Article.

ARTICLE XIV -- CLASS SIZE

It is recognized by the Board and its representatives that the pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its efforts to keep class sizes within the recommended levels below as dictated by the financial condition of the District, the building facilities available, the availability of qualified teachers, the best interest of the students, as deemed administratively feasible.

The Board will:

1. Attempt to equalize class size of like sections within the same department/grade.
2. Will consider the physical size of the classroom in determining class size
3. Consider student behavior when determining placements and class size
4. Consider the level of needs of students who receive additional support such as students with disabilities, students who are English Learners, etc. when assigning students to classes and determining class size.
5. Consider the level of needs of the students who have not yet been assessed to need additional support(s), but have already shown a need, when assigning students to classes and determining class size.
6. The District will work towards balancing the students who are in need of additional support(s) across all classrooms.
7. Should a class size reach 32 or more students at the secondary level (other than PE, band, or choir), and the students with special education needs in the class equate to 35% of the class population or more, all efforts by administration will be made to reduce the overall size of the class.

Maximum Class Sizes

Elementary
Grades K-1 25 students
Grades 2-3 27 students
Grades 4-5 29 students

Secondary:
Grades 6-12 32 (Average) with the exception of music and physical education.

At the Middle School and High School an individual teacher's class size average shall be determined by adding up the number of students assigned to said teacher and dividing by the number of sections or periods.

In cases where maximum class size at the elementary level or class size averages at the secondary level exceed the limits as established in this article, resulting in an "overload":

The teacher(s) meets with the building administration and EEA representative within the first 15 days of school or within 15 school days at any point there is an overload/concern after the start of school to seek a solution. Solutions shall be implemented as soon as possible with the exception of hiring new staff. That decision may wait until after student count day to ensure funding for additional students.

Such solution may include, but not be limited to, the following:

- Moving students
- Additional supplies and/or materials
- Hiring an additional teacher
- Two hundred dollars ($200) per student over the maximum per semester

ARTICLE XV - PROTECTION OF BARGAINING UNIT WORK

Except where prohibited by the Public Employment Relations Act, the parties shall negotiate as to the effect of any outsourcing of educational programs where a reduction of teaching staff is a consequence of such outsourcing. "Effects" as set forth in this Article shall include severance pay.

ARTICLE XVI - GENERAL

Section 1: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid upon written request by either party hereto, the Board and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 2: This agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contract heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.

Section 3: 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. Therefore, the Board and the Association, for the life of this agreement each voluntarily waives the right to bargain collectively with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement. However, by mutual agreement between the parties, negotiations may be reopened for the purpose of dealing with an issue not otherwise covered by this Agreement.

Section 4: Bargaining unit members may provide internal coverage for another member only upon explicit written authorization of the building principal, and then only in emergency or extenuating circumstances. Internal coverage shall not be allowed in situations where the teacher will be absent for Fifty (50) minutes or longer. The intent is that internal coverage shall not be used for regularly scheduled appointments such as doctor appointments, dental appointments, etc., or to be substituted for other types of leave provided under this Agreement.

Section 5: This constitutes the full and complete agreement between the parties. It cannot be extended orally.

ARTICLE XVII - LEAST RESTRICTIVE ENVIRONMENT

Section 1: Least Restrictive Environment/Medically Fragile Students.

(a) In order to assist students with disabilities in making a successful transition from placement in special education classes to both the regular and special education classes pursuant to placement recommendations made by the Individualized Educational Planning Committee (IEPC), the following guidelines will be followed:

(1) The building administrator will attempt to place an eligible student in the smallest available and appropriate regular education class. Each of the teachers into whose classrooms a student has been placed shall be invited to serve on the IEPC for that student.

(2) When requested by the regular classroom teacher in whose class(es) an eligible student is placed, special training or consultant assistance relevant to the student's needs will be arranged for by the administration.

(3) The responsible administrator shall make time available, as needed, for the regular classroom teacher to consult with special education staff primarily responsible for the special needs student; provided, however, that no teacher shall be required to perform suctioning, catheterization, or diapering of a student.

(4) Teachers agree to perform lifesaving responsibilities when necessary.

ARTICLE XVIII - SCHOOL IMPROVEMENT

Section 1: School Improvement

(a) Pursuant to Public Act 25 of 1990, the parties have established a school improvement committee in order to adopt and implement school improvement plans. "SIP" as used in this Agreement shall mean a School Improvement Plan.

(b) The SIP committee shall meet on a regular basis and shall be empowered to make recommendations to the Superintendent.

(c) The conditions, which follow, shall govern employee participation in the SIP committee;

(1) Participation by the employee is voluntary.

(2) If SIP meetings or activities are scheduled during an employee's regular work day, an employee shall be released from duties without loss of pay or benefits to attend such meetings or activities.

(3) If SIP meetings or activities are scheduled outside the employee's regular work day or work year, participation shall be voluntary.

(d) In the event any provision of a SIP or application thereof violates, contradicts, or is inconsistent with the Collective Bargaining Agreement, the Collective Bargaining Agreement shall prevail.

ARTICLE XIX - PART TIME EMPLOYMENT

Section 1: A teacher may request a transfer from a full-time teaching position to a part-time teaching position. Such requests should be submitted to the teacher's building principal and the Superintendent of Schools.

Section 2: If a teacher's request to transfer from a full-time teaching position to a part-time teaching position is granted, the teacher's salary and benefits will be pro-rated to appropriately reflect the teacher's part-time status. The teacher shall be eligible to receive the insurance benefits specified in Article XII, Section 1 of this Agreement provided, however, that the Board will only pay a pro-rata portion of the insurance premium and the teacher shall be obligated to pay a pro-rata portion of the insurance premium to reflect the employee's part-time status (e.g., if employee is half-time, the Board shall pay one-half the premium and the teacher shall pay one-half the premium).

Section 3: As a part-time teacher, the teacher shall attend parent-teacher conferences for his/her students and will attend the in-service/work days as deemed appropriate for part-time employees.

Section 4: Association agrees that it will not support or pursue any grievance, which may be filed by or on behalf of a teacher who claims he/she has been adversely affected by the implementation of Section 4 of this Article.

ARTICLE XX – MENTOR PROGRAM

The goal of the mentor teacher program is to provide support and coaching for the probationary teacher.

a. New hires in their first three years of employment in classroom teaching shall be assigned a mentor teacher by the Board. New hires who have successfully completed at least three years of teaching in another district will start on year three of the mentor program. Long term substitute teachers may be assigned a mentor by the building administrator.

b. Every reasonable effort shall be made to match mentor teachers to probationary teachers who work in the same building and have the same areas of certification.

c. The mentor teacher shall be knowledgeable in their content area, in educational best practice and in the district's instructional program. Unless absolutely necessary, a teacher who is in their first three years of teaching will not serve as a mentor.

d. The mentor teacher's assignment shall be subject to review each semester by administration. Either the mentor teacher or the administrator may terminate the relationship at that time and another mentor will be appointed.

e. Mentor teachers and probationary teachers may be provided with release time to work together. This time shall be requested by the mentor teacher and subject to the approval of the building administrator.

f. The District will identify the mentor teachers and provide appropriate training and/or in-services and supervise the activities of the mentor and probationary teacher.

g. The mentor teacher is expected to provide support/coaching to the probationary teacher equal to 36 hours for the first year, 30 hours the second year and 20 hours the third year and recorded on a form/log provided by the district. The log shall be signed by both the mentor and the probationary teacher. Failure to submit a log may result in: loss of pay and/or ineligibility for future mentor work.

h. Each mentor shall be compensated at the rate of $1000, per mentee, for the first year, $850 for the second year and $600 for the third year which will be paid in two installments at the end of each semester.

ARTICLE XXI – EVALUATIONS

Members of the bargaining unit who receive an Effective rating in their final evaluation for the school year, will receive a Triennial Evaluation so long as the teacher continues the Effective rating. Members of the bargaining unit will still receive 6 walk through evaluations and a final evaluation per school year, used to determine the continuation of the Effective rating.

Members receiving ratings of Developing and Needing Support will continue to receive 2 evaluations per school year and 6 walk throughs in the year, and a final evaluation at the end of the year.

Post observation meetings will be held within 15 school days of observation. If Teacher or Administrator is sick on the date scheduled, the teacher and administrator will find a mutually agreeable time to reschedule within or as close to the 15 school days as possible.

20% of the Final Evaluation will be the Growth measure. It will consist of local growth measures and shared attributes of state assessments. This 20% will be broken down into 50% consisting of local growth measures and 50% from the shared attributes of state assessments.

ARTICLE XXII – TEACHER PLACEMENTS/VACANCIES

Teacher placement decisions shall be made pursuant to Board Policy 3130 and will be consistent with Revised School Code Section 1248. All placement decisions will be based on certification, effectiveness ratings, qualifications, professional background and attainments, the length of time each has been employed by the district, and any other relevant factors. A "vacancy" shall be defined as an unassigned, open position or a newly created position which the district intends to fill. Vacancies shall be posted internally for five (5) business days prior to being posted externally for at least ten (10) business prior to being filled. Any exception to this must be agreed upon by the EEA and the Superintendent.

A teacher, tentatively displaced from an assignment will be placed in an open position that they are qualified for before any teacher requesting a transfer or in building reassignment. A displaced teacher is a person whose current position is eliminated. After displaced teachers are assigned and building assignments are set, all vacant positions shall be posted. Any teacher may be considered for such vacancies giving due weight to certification, effectiveness ratings, qualifications, professional background and attainments of all applicants and other relevant factors.

Teachers who will be affected by a change in grade assignment in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified by their principals by the last day of the school year. This will not guarantee these assignments, but any changes will be discussed with the teacher before they are made. No notification will indicate no change in teaching assignments at that time.

The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of the teachers. A request by a teacher for a transfer to a different class within a building will be made to the building principal. A request by a teacher for transfer to a different building or position shall be made in writing through an annual questionnaire sent to all teaching staff no later than March 1 of each year. The questionnaire shall request the reasons for transfer, the school, grade, or position sought and the applicant's qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.

Vacancies that occur after the first day of June will be filled in accordance with a request filed by a teacher prior to the last teacher workday using the Placement Questionnaire. If a vacancy occurs less than three weeks prior to the return of students, the district can consider the Placement Questionnaire but reserves the right not to transfer a teacher due to disruption to buildings and students.

For vacancies that occur after June 1, teachers will be contacted if a position they are interested in becomes open and they are a certified, rated as effective, highly qualified, and the applicant with the most seniority. The applicant will have until 4:00 P.M. on the next business day to accept the position. If they cannot be reached through the preferred means of notification listed on the Placement Questionnaire, or they do not respond within the required timeframe, they will not be granted the position and the district will move to the next teacher requesting the position.

The Board will make every effort to ensure that all teachers are placed by August 1st and will only reassign a teacher to a different position after August 1 if the Board deems it necessary due to previously unforeseen circumstances. Administration would first contact and discuss with the EEA as well as the possibly impacted staff member.

Any teacher involuntarily reassigned to another classroom or building for a school year that is different from his/her previous school year classroom/building assignment shall be provided up to two additional personal days as compensation upon the submission of a signed timesheet to the building principal and superintendent. This provision shall not apply to a temporary move from a classroom necessitated by repairs or renovations.

ARTICLE XXIII – TEACHER LAYOFF AND RECALL

Teacher layoff and recall decisions shall be made pursuant to Board Policy 3131, which parties acknowledge contains a clear and transparent procedure.

ARTICLE XXIV – CALENDAR

SUMMARY OF CALENDAR YEARS 2024-2025 – 2026-2027

TO BE UPDATED TO MEET THE REQUIREMENTS OF THE REVISED SCHOOL CODE AND THE STATE AID ACT

164 Full Student Days	8 Half Teacher Work Days
9 2-Hour Late Start Student Days	5 Full Professional Development
6 Half Student Days	4 Paid Holidays

180 DAYS TOTAL

164 Full Student Days
x 6 Hours 21 Minutes**
1041 Hours 24 Minutes

9 2-Hour Late Start Student Days
x 4 Hours and 21 Minutes**
39 Hours and 9 Minutes

7 Half Student Days
x 3 Hours and 8 Minutes**
21 Hours and 56 Minutes

1041 Hours 24 Minutes
39 Hours 9 Minutes
+ 21 Hours and 56 Minutes
1102 Hours and 29 Minutes TOTAL

*Hours and days may be adjusted if necessary to satisfy state requirements, or as necessary to receive full funding.

**Length of day may be different at different buildings and may be adjusted if necessary to satisfy state requirements, or as necessary to receive full funding.

EDWARDSBURG PUBLIC SCHOOLS
2024-2025 SCHOOL YEAR CALENDAR

August 26, 2024	Teacher Work Day
August 27, 2024	Professional Development Day
August 28, 2024	Professional Development Day
August 29, 2024	Professional Development Day
August 30, 2024	No School
September 2, 2024	Labor Day – No School
September 3, 2024	First Day for Students – Full Day/KDG. Orientation
September 4, 2024	First Day for Kindergarten Students
September 11, 2024	2 Hour Late Start for Students K-12
October 9, 2024	2 Hour Late Start for Students K-12
November 1, 2024	End of Grading Period/Full Day Students and Staff
November 5, 2024	Half Day for Students (AM) Full Day Staff – Work Day (PM) Parent Teacher Conferences – Evening
November 6, 2024	Half Day Students for Students Parent Teacher Conferences – Afternoon/Evening
November 7, 2024	No School for Students Professional Development Day
November 8, 2024	No School for Students and Staff
November 13, 2024	2 Hour Late Start for Students K-12
November 27, 2024	Half-Day for Students and Staff (AM)
November 28-29, 2024	No School – Thanksgiving Break
December 11, 2024	2 Hour Late Start for Students K-12
December 23, 2024	Winter Break Begins
January 6, 2025	School Resumes
January 8, 2025	2 Hour Late Start for Students K-12
January 20, 2025	No School for Students and Staff
January 24, 2025	End of Grading Period/Half-Day for Students (AM) Full Day for Staff – Work Day (PM)
February 12, 2025	2 Hour Late Start for Students
February 17, 2025	No School for Students Professional Development Day
March 12, 2025	2 Hour Late Start for Students K-12
March 28, 2025	End of Grading Period/Full Day for Students and Staff
March 31, 2025	Spring Break Begins
April 7, 2025	School Resumes
April 9, 2025	2 Hour Late Start for Students K-12
April 18, 2025	Half Day Students and Staff (AM)
May 7, 2025	2 Hour Late Start for Students K-12
May 26, 2025	Memorial Day – No School
June 10, 2025	Half Day for Students (AM) Full Day for Staff – Work Day (PM)
June 11, 2025	Tentative Last Day of School End of Grading Period/Half-Day for Students (AM) Full Day for Staff – Work Day (PM)
June 12-13, 2025	Snow Make Up Days, If Needed

2024 – 2025 CALENDAR HOURS						
Month	Student Full Days	Student 2hr Late Start	Student Half Days	Quarter/ Semester	Teacher Work Half Days	Professional Development Half Days
August					8-26-24 a.m. and p.m. (2 half days)	8-27-24, 8-28-24, 8-29-24 a.m. and p.m. (6 half days) Districtwide
September	19	1 9-11-24	0			
October	22	1 10-09-24	0			
November	13	1 11-13-24	3 11-5-24, 11-6-24, 11-27-24	Q1 = 44 11-1-24	11-5-24 Evening Conf.; 11-6-24 Afternoon and Evening Conf. (3 half days)	11-7-24 a.m. Personalized PD (2 half days)
December	14	1 12-11-24	0			
January	17	1 1-8-25	1 1-24-25	Q2 = 46; S1 = 90 1-24-25	1-24-25 p.m. (1 half day)	
February	18	1 2-12-25	0			2-17-25 a.m. and p.m. Personalized PD (2 half days);
March	19	1 3-12-25	0	Q3 = 44 3-28-25		
April	16	1 4-9-25	1 4-18-25			
May	20	1 5-7-25	0			
June	6	0	2 6-10-25, 6-11-25	Q4 = 47; S2 = 91 6-11-25	6-09-25 p.m. (1 half day) 6-10-25 p.m. (1 half day)	
1 Day is 6 hrs. 21 min. (381 Mins)		2hr late 4 hr. 21 min. (261 Mins)	1/2 Day is 3 hrs. 8 min. (188 Mins)			
Need a Total of 180 Student Days by Contract					Work Days do NOT count toward student hours	5 Professional Development Days Total 30 Hrs.
Totals	164	9	7		8 half days	
Total Hours	1041 hrs 24 min	39 hrs 9 min	21 hrs 56 min	1102 hrs 29 min		

Note: ½ Day Student Day is Counted as "Full"

ARTICLE XXI – DURATION

This Agreement shall become effective as of this date as it is ratified by both the Board and Association and will remain in effect until midnight, June 30, 2027.

Signed this 10th Day of June, 2024, in the Village of Edwardsburg, Michigan.

EDWARDSBURG EDUCATION ASSOCIATION	EDWARDSBURG PUBLIC SCHOOLS
By Leon J. Jessi	By Chelsea Wilson
Its EEA President	Its Board of Education President
Date June 10, 2024	Date June 10, 2024