Master Agreement

Between the

Board of Education

Of the

DeWitt Public Schools

And the

Ingham Clinton Education Association, MEA/NEA

August 30, 2026 – August 29, 2028

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Agreement

This agreement is entered into this 30th day of August, 2026 by and between the Board of Education of the DeWitt Public Schools, hereinafter, called the “Board” and the Ingham Clinton Education Association, MEA/NEA, hereinafter called the “Association.”

Witnesseth

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the DeWitt Public Schools is their mutual aim and that the character of such education depends upon the quality of the teaching; and

WHEREAS, the members of the teaching profession should be qualified to assist the Board and school administration in formulating policies and programs designed to improve educational standards; and

WHEREAS, the parties have a mutual obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

NOW, THEREFORE, in consideration of the following mutual covenants it is hereby agreed as follows:

Article 1: Recognition

A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for: All full-time and regular part-time, certified teaching personnel including alternative education teachers, counselors, and social workers under contract employed by the DeWitt Public Schools, excluding adult education teachers, the Superintendent, Assistant Superintendents, Principals, Assistant Principals, Director of Curriculum, Human Resources Specialist, Technology Director, Athletic Director, Director of Special Education, Director of Food Services, Director of Custodial, Maintenance and Grounds, Transportation Supervisor, Supervisors within the meaning of the Public Employment Relations Act, substitutes and all others.

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

C. Certain subjects of bargaining will remain in bold and italicized print in the current Master Agreement as they continue to apply only to non-teaching professional staff members as defined by those members of the Association’s bargaining unit whose employment is not regulated by the Michigan Teacher Tenure Act, including, but not limited to, school counselors, social workers, psychologists, etc. who are employed directly by the district. These contractual provisions shall not serve as the basis for a grievance, or be subject to interpretation by an arbitrator, in any action involving teachers or any other personnel whose positions are governed by the Tenure Act.

D. The Board agrees not to negotiate with or recognize any teacher’s organization other than the Association for the duration of this Agreement.

E. Substitutes employed in the same assignment for sixty (60) or more continuous days of service shall be provided with the salary and benefits to which they are entitled under Section 1236 of the Revised School Code. Seniority shall not accrue for substitute services.

F. The term, “AG,” when used hereinafter in this Agreement, shall refer to DeWitt Public Schools Administrative Guidelines.

Article 2: Management Rights Clause

A. The Board, on its own behalf and on the behalf of the electors of the District, 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 the Constitutions of the State of Michigan, and of the United States, 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.

B. Notwithstanding any provision of this Agreement, it is agreed that the Board has the right to take any action or make any accommodation that may be necessary to comply with the Americans with Disabilities Act (ADA) or other laws that prohibit discrimination.

C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Revised School Code and Michigan Teachers’ Tenure Act or any other national, state, district or local laws or regulations as they pertain to education.

D. Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, determination of reasonable provisions for health, safety, and welfare of employees during hours of employment, the operation of the schools and the direction of the personnel are vested in the Board and in the Superintendent when so delegated by the Board.

E. Nothing in this Agreement prevents or limits the Board from entering into and/or participating in cooperative educational or operational programs with any entity. However, such participation shall not result in the replacement, reduction, or significant additions in staffing unless mutually agreed upon by the Board and the Association.

Article 3: Association and Teacher Rights

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby recognizes that every teacher employed by the Board shall have the right to freely organize, to join, and to support the Association for the purpose of engaging in collective bargaining or negotiation and other fringe benefits for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of the teacher’s membership in the Association, the teacher’s participation in any lawful activities of the Association, or collective professional negotiations with the Board, or the teacher’s institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher, rights the teacher may have under the Revised School Code and Michigan Teachers’ Tenure Act or other applicable laws and regulations.

C. The Association and its representatives may have the right to use the school buildings upon request to the building administrator.

D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations. The authorized representative shall check in at the principal's office in the building that the teacher is visiting.

E. The Board shall make available a room for DEA office use.

F. The Association shall have the right to post notices of its activities and matters of the Association's concern in teacher's workrooms. The Association may use teacher mailboxes for communications to teachers through the building representatives.

G. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all information of a public nature relative to the administration of the DeWitt Public Schools.

H. The provisions of this Agreement and the policies and practices of the District shall be applied without regard to race, color, national origin, religious belief, political activities, residence, professional association activities, age, marital status, sexual orientation, or gender.

I. Except where sex is a bona fide occupational qualification ("BFOQ"), the provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex or marital status.

J. The Board will consult with representatives of the DEA on major revisions of educational policy and a representative of the DEA shall be given the opportunity to advise the Board with respect to such matters prior to their adoption.

K. The Association will be notified of changes in Board Policy and Administrative Guidelines that pertain to the duties and responsibilities of the instructional staff prior to the effective date.

L. Any communication between the Board, or Administration, and a teacher may be copied and delivered by that teacher to anyone of the teacher's choice.

M. Subject to the provisions of Article 23, Sections I, J, and K no teacher shall be discharged, disciplined or demoted except for reasons that are not arbitrary or capricious. This Section shall not apply to the non-renewal of a probationary teacher.

N. Upon request, a bargaining unit member shall at all times be entitled to have a representative of the Association present when the teacher is being questioned, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no disciplinary action shall be taken with respect to the bargaining unit member until such representative of the Association is present. It is understood that the teacher and the teacher's representative will meet with the administrator within two (2) workdays of the date the bargaining unit member is advised that a meeting is desired unless said time period is extended by mutual consent of the parties. A paid non-disciplinary suspension may be imposed until the meeting with the teacher and the teacher's representative is held.

O. The Employer shall provide the bargaining unit member with written notification of any alleged delinquencies; indicate the expected correction; and indicate a reasonable period for correction. This section applies to situations involving conduct for which discipline may be appropriate as opposed to performance deficiencies which should be addressed through the evaluation process.

P. Teacher discipline shall be done in accordance with Board Policy 3139.

Q. In the event a request is made for information in a bargaining unit member's personnel file and said request is in accordance with the Freedom of Information Act, the Board will notify the Association and the bargaining unit member who is named in the F.O.I.A. request prior to fulfilling the request. Upon request, the bargaining unit member will receive a copy of any and all information that is released to any such petitioner.

R. Prior to disclosing a bargaining unit member's social security number to an outside third party, the Employer shall notify the bargaining unit member whether such disclosure is mandatory or voluntary, and what use(s) will be made of it.

Article 4: Teaching Hours and Class Loads

A. Except as the bargaining unit members' professional responsibilities require otherwise, normally a bargaining unit member shall not be required to report to the teacher's workstation more than ten (10) minutes before the beginning of the pupils' regular school day. Bargaining unit members shall be permitted to leave ten (10) minutes after the close of the pupils' regular school day, except that on Fridays or days preceding holidays or vacations, the bargaining unit members' day shall end at the close of the pupils' day. (See attached Appendix H for time schedules. Appendix H will be revised as needed by an Administration and Association committee.)

B. The normal weekly teaching load at the elementary schools will be no more than twenty-six (26) hours and twenty (20) minutes of pupil contact per week.

C. Except for counselors and librarians, the normal daily teaching load at grades 5 through 12 shall include one (1) unassigned preparation period. Bargaining unit members who work less than full time shall receive an unassigned preparation period which is prorated against the number of teaching periods to which the teacher is assigned. Study halls are considered a teaching period.

D. All full-time elementary teachers, including Kindergarten teachers, shall be guaranteed an average of two hundred (200) minutes of released preparation time, during the student instructional day, per each full week. Averaging of this time shall not exceed a two (2) week period. Planning or preparation time shall be prorated for part-time teachers. Planning or preparation time shall be defined as a block of no less than fifteen (15) minutes.

E. All teachers shall be scheduled to a duty-free uninterrupted lunch period of no less than thirty (30) minutes

F. Teachers may be required to attend one (1) after school building staff meeting per month: 30 minutes on CLT/DPPD months and 45 minutes with months that have no CLT/DPPD. December meetings shall be 30 minutes regardless of CLT/DPPD schedule. The purpose of this meeting is for building business. The date and time for the meetings shall be mutually agreed to by the building principal and staff.

G. The District will provide a minimum of 30 hours of state-approved professional development.

1. There shall be two (2) days, six (6) hours each day, for district-wide, building, and department specific professional development prior to the start of the school year.

2. There shall be Collaborative Learning Time (CLT) three (3) hours per CLT day, during the school year as agreed upon in the district calendar.

a. Up to two (2) may begin up to 30 minutes after students have been dismissed, and go until 3:00 for secondary employees and to 4:00 pm for elementary employees. When this occurs, there will be no less than a two-week notice.

b. Forty-five (45) minutes will be teacher-led, department or grade level, with topics to be determined in collaboration with the curriculum team and will be in alignment with professional development standards. An agenda will be given to the curriculum team one week prior for approval.

c. The District is committed to community and belonging and will designate at least 3 hours each year for these activities. Each building administrator will consult with the DEA designee(s) in the planning of such activities.

d. Teachers who are asked to lead sessions, or other parts of the CLT, greater in length than 29 minutes will be given one week's notice and time to prepare during the school day, or will be compensated at the hourly rate as set forth in Appendix A if no substitute is available, matching the time of the session or presentation.

e. Agendas for CLT's will be given to staff at least two (2) work days prior to the scheduled CLT.

f. Building Leadership Teams will look at how to make break time equitable for teachers for CLT days (i.e. not missing the same classes all the time).

3. There shall be two (2) days, six (6) hours each day, for Qualifying Professional Development (QPD) that replaces two (2) teacher/student reporting days. These days may occur prior to or after the start of the school year.

a. If the State of Michigan no longer allows for QPD, then these days will revert back to teacher/student reporting days, and the District will provide no fewer than 30 hours of state-approved professional development, which will require nine (9) monthly CLTs.

b. In the event that the State of Michigan discontinues or does not approve district QPD, and 9 CLT's become necessary, we will reopen Appendix H to reexamine student contact time for the purpose of making sure buildings meet state hour requirements.

4. Additional professional development time may be added if mutually agreed upon by the District and Association.

5. Any required online training through Vector, or its equivalent, will be provided within district or building provided professional development.

H. In addition to parent/teacher conferences, bargaining unit members may be required to attend two (2) evening meetings in each school year. Attendance at these evening meetings for longer than two (2) hours is voluntary. An evening meeting is a meeting beginning after 6 p.m. It is acknowledged that from time to time meetings which require the attendance of individual teachers, before or after the student instructional day, may be necessary. Such meetings shall be at a time mutually agreed upon by the appropriate administrator and the teacher(s) involved or occur within forty-eight (48) hours.

I. A teacher engaged during the school day in negotiating on behalf of the Association or participating in any professional grievance negotiation, including arbitration, with any representative of the Board, shall be released from regular duties without loss of salary. The Association agrees to pay the cost of

substitute teachers in excess of three (3) per day for teachers participating in such arbitration proceedings.

J. In the event the pupil instructional time is not increased, as set forth in the school code time line, the elementary teachers will have the option of supervising recesses or continuing regular classroom instruction only to the extent of meeting the required pupil instructional time and sections B and C of Article 4.

K. Librarians, counselors, elementary specialists and elementary teachers will be provided at least two relief periods each day. The building principal and an individual member or building staff may mutually determine to alter the relief period(s) provided said period(s) shall not total less than one-half (1/2) hour a day.

   a. No more than one (1) thirty-minute relief period may be used to supervise students during recess per week.

   b. No teacher will be required to supervise lunch periods except in emergency situations of a short duration. Examples of emergency situations include sudden severe inclement weather or other life-threatening situations.

L. The Board will strive to avoid assigning a probationary teacher at the secondary schools more than three (3) different class/subject area preparations. However, it is recognized that the number of preparations depends upon various factors such as curriculum and number of staff.

M. The amount of pupil contact per week for elementary specialists will not exceed the pupil contact time for elementary teachers. Should it be necessary for a specialist to teach 37 or 38 sections a week, the teacher will be compensated at a rate of $150 for each section over 36.

N. Teachers who travel between buildings to perform their duties during the normal school day and lose planning, lunch, or break time shall be compensated for their travel time.

O. The annual compensation for travel time between buildings is $76.92 for every minute of lost planning, lunch, or break time during the day.

P. Travel time between buildings on the main campus (High School, Middle School, Herbison Woods School, and Schavey Road School) is 13 minutes, so the maximum annual compensation is $999.96.

Q. Travel time between a building on the main campus and a building in town is 18 minutes, so the maximum annual compensation is $1384.56.

Article 5: Teaching Conditions

A. The parties recognize that the primary duty and responsibility of the teacher is to teach.

B. The following class size maximums will be exceeded only when the Class Size Relief Committee determines that circumstances necessitate as identified by Article 5 section I.

C. Elementary:

1. K-1; 25
2. 2-3; 26
3. 4-5; 28

D. Secondary:

1. English 30
2. Social Studies 30
3. Mathematics 30
4. Biology, Chemistry, Physical Science 26
5. Science Lab 28
6. Science Grades 6-8 & Non-Lab 30
7. Foreign Language 30
8. Business 30
9. Typing/Keyboarding limited to one (1) student per keyboard
10. Industrial Arts 30
11. Drafting 28
12. Family and Consumer Sciences 28
13. Art 1 28
14. Art 2 28
15. General Physical Education 35
16. Speech/Debate 30
17. Vocal Music 50
18. Chamber Choir 32
19. Women's Ensemble (Bella) 80
20. Concert Choir 60
21. Men's Glee Club 50
22. Advanced Treble 50
23. Musical Theater 80
24. Adaptive Classes 15 (1 Teacher) or 20 (Adaptive Co-Taught)
25. Health 30
26. Computer Science limited to one (1) student per computer

E. Special Education

The Board will comply with State requirements in Special Education caseloads. When determining the regular education teachers who will be assigned mainstreamed students, consideration will be given to the number of mainstreamed students they have already been assigned in comparison to other teachers teaching the same grade levels and/or subject area.

1. A written framework outlining the expectations of co-teachers and approved by the building principal and special education director must be in place before the co-teaching begins. Co-teaching agreements will be one year in duration.

2. In order to facilitate the best learning environment for special education students, Special Education teachers in all grade levels K-12 will be consulted to schedule their caseload students before general education students are placed into the schedule. Once scheduled, those students may not be moved without consent of the caseload teacher or special education director.

3. The number of students who are certified eligible for special education by an IEP (except speech and language) will be balanced among grade levels and/or subject area classes as nearly as possible during placement with special education staff and general education teacher-of-record able to consent to other arrangements or exceptions.

F. Young Fives

1. Young five kindergarten teachers will be recognized as kindergarten teachers.

   i. The class size of the young five kindergarten classroom shall not exceed 20 students. When 20 students are enrolled, additional students shall be placed on a wait list. Students may be added to the class from the wait list should enrollment drop below 20 students. At no time shall enrollment exceed 20 students.

   ii. When enrollment in a young five kindergarten classroom exceeds 16 students, an instructional assistant (paraprofessional) shall be assigned to the classroom for support of the students. Each classroom shall receive at least 15.50 hours of instructional support each week. This time may include specials or other student instruction time. Recess can count towards the 15.50 hours in the event that all of the classes to which the assistant is assigned is at recess and if that recess is counted as instructional time.

G. At the beginning of each school year, the administration will make every effort to balance classes within elementary grade levels and within secondary school's class assignments with regard to class size, unless circumstances dictate otherwise. In the event that class size balance cannot be achieved, a conference between the administration and staff involved shall occur. Students who transfer into the DeWitt Public Schools during the school year shall be assigned so as to foster the balance described above. It is understood that this provision will not be implemented if the building principal determines that in an individual case it is not in the best interests of the student(s) involved.

H. In any room where hazardous equipment and materials are used, the building principal, in consultation with the instructor, shall determine the number of students/teaching stations which will allow a student to perform the work required with the materials and equipment provided in a safe manner.

I. Class Size Relief Committee is hereby established and shall be governed by the following:

1. The Class Size Relief Committee shall be composed of up to two (2) bargaining unit members and up to two (2) representatives of the Board, all of whom shall be chosen in accordance with the respective parties' procedures.

2. After 5 full days of student instruction, a teacher with a class overload should complete a Class Size Relief Form (see Appendix I). Said form shall be submitted to the Assistant Superintendent with copies given to the building principal and the building representative of the Association.

3. In completing the form, the teacher shall specify the nature of the problem and suggested types of relief, which may be one or a combination of the following:

   a. Supplies, materials, and/or technology

   b. Compensation, which will be net of associated payroll taxes

4. The committee will meet within five (5) working days after receipt of the Class Size Relief Form(s) by the Assistant Superintendent.

5. The committee shall have five (5) working days from the date of its initial meeting, as outlined above, to make its recommendation to the Superintendent.

6. The Superintendent will act upon the committee's recommendations within five (5) working days of receiving same. Those the Superintendent determines to be reasonable will be implemented within that five (5) day period when feasible.

7. If the Class Size Relief Committee cannot reach consensus, the situation will be referred to the Superintendent for further action.

J. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. The Board will give due consideration to any proposals or requests for a teacher reference library in the District.

K. The Board agrees to provide computers and copying equipment to aid bargaining unit members in each building in the preparation of instructional materials. In the alternative, should the Board elect to provide the foregoing through the employment of other personnel, it will strive to assure that the materials will be provided/returned to the bargaining unit member within two (2) work days after their submission unless otherwise stated or otherwise mutually agreed.

L. The Board shall provide:

Lockable drawer space for each teacher in the District.
Suitable space for each teacher to store personal articles.
Teacher's editions, when available from the publisher, exclusively for each teacher's use of all texts used in each of the courses the teacher is to teach.
Storage space in each classroom for instructional materials.
Attendance books, paper, pencils, pens, markers, dry erase markers, chalk, erasers and other such materials required in daily teaching.
Whiteboards and bulletin board space in every classroom.

M. The Board shall make available in each school, restroom and lavatory facilities exclusively for staff use and at least one (1) room which shall be reserved for use as a staff work/lunch room.

N. Office telephone facilities shall be made available to teachers. The Association shall have the right to install, at its own expense, a telephone in the teacher's work/lunch room.

O. Upon request of the Association and with the knowledge of the building principal, vending machines shall be installed in the teachers' work/lunch room and will be maintained by the Association.

P. Both parties recognize the need to control utility costs and will cooperate to conserve energy whenever possible. When teachers are expected to work in their assigned buildings on records days and at other mutually agreed upon times, the Board will strive to provide normally heated working areas. State and Federal energy guidelines will be followed.

Q. In the event that a teachers' classroom is moved during the academic year from one (1) room to another, the displaced teacher shall receive up to two (2) days of released time at the teacher's regular rate of pay. In the event the move occurs over a school recess e.g. summer recess, the teacher shall receive up to two (2) days pay at the daily substitute teacher rate or, at the teacher's option the teacher shall receive one (1) day of compensatory released time in the following school year. This Section shall only apply where, prior to the move, the teacher was assigned to a single room and the move was necessitated by a construction project or the wholesale relocation of a grade level. Further, this Section shall not apply where the move was made at the request of the teacher.

Article 6: Services to Students with a Disability

A. This Article shall apply to students with an IEP or 504.

1. Bargaining unit members who will be providing instructional or other services to a student with a disability in a regular education classroom setting shall be invited, in writing, to participate in the appropriate team meeting (i.e., Individual Educational Planning Team (IEPT) or 504 team). At the secondary-level, general education teachers will rotate attendance to the required IEP or 504 team meeting. If the IEP or 504 meeting is held during the normal teaching day, the bargaining unit member shall be released from the bargaining unit member's normal responsibilities to attend.

2. Should a bargaining unit member, working directly with the student with a disability, believe that a student's current IEP or 504 is not meeting the student's needs as required by law, the bargaining unit member shall refer the concern to the building principal for review and possible action which could include convening another IEPT or 504.

3. In order to assure that the student with a disability will be allowed to participate in regular education programs and services to the maximum extent appropriate, the Board agrees to provide:

    a. Teaching materials and equipment, support personnel and other related services as specified in the IEP or 504 to satisfactorily educate the student in the regular education classroom; and

    b. Appropriate professional development

4. The teacher shall not be expected to perform non-emergency, routine, scheduled maintenance on a medical appliance or apparatus used by a student to sustain the student's bodily functions nor render non-emergency routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition.

5. The administration agrees to arrange for a substitute in the absence of the student's regularly assigned instructional assistant. Should no substitute be available, the bargaining unit member and the building principal will, where appropriate, mutually make other arrangements.

6. It is recognized that the projected growth of students with disabilities is impacted by various factors, many of which are beyond the control of the student's teacher(s).

7. It shall be the teacher's responsibility to implement the student's IEP or 504 plan and to attend to the educational needs of the student while in the teacher's class.

8. The IEP Team will be responsible for determining the Least Restrictive Environment (LRE). The required IEP team members include the parent/guardian, the general education teacher, the special education provider, and the district representative.

Article 7: Qualifications and Assignments

A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for assignment to a different class, building**,** or position shall be made via a district form, and the results shall be shared with the principals and the DEA president. The application shall set forth the reasons for the new assignment, the school, grade, or position sought, and the applicant's academic qualifications. Such requests shall be renewed once a year to assure active consideration by the Board.

B. "Qualified" shall mean that (1) the teacher satisfies the State of Michigan and Federal highly qualified teaching standards, and (2) possesses any required certification and endorsements. Bargaining unit members must maintain and submit to the central office all certification and licensing requirements, and teachers must meet all applicable standards for a "highly qualified teacher" under the ESSA Act of 2015 and the Michigan definition for Identifying Highly Qualified Teachers as approved by the State Board of Education.

C. All teachers shall be given written notice of their schedules for the forthcoming year no later than the thirtieth day of July. In the event significant change in a teacher's subject, course, or grade level is proposed before that date, or any changes in teachers' schedules are proposed after that date, all teachers affected shall be notified promptly and consulted.

1. The following reassignments shall entitle the reassigned teacher to two (2) days of released time to prepare for the new assignment if the reassignment occurs after school starts. Should the reassignment occur prior to school starting, the reassigned teacher shall be entitled to two (2) days (12 hours) of compensation at the rate established in Article 19. This compensation will not apply if the reassignment is at the request of the reassigned teacher.

    a. If half or more of your reassignment is to another building.

    b. If half or more of your reassignment is to another department in the same building, provided that you have not taught the course(s) assigned in that department within the last three years.

    c. From specialist elementary education (e.g. music, P.E.) to a regular classroom teacher; from a regular classroom teacher to a specialist elementary education.

2. In addition, maintenance services shall be provided to move any equipment and/or supplies required in the new assignment.

D. Except for those positions directly connected with an assigned class, e.g., band, choral, yearbook, plays, any assignment in addition to the normal teaching schedule during the regular school year, i.e., driver education, extra duties enumerated in Appendix B and summer school courses, shall not be obligatory but shall be with the consent of the bargaining unit member.

Article 8: Vacancies, Promotions, and Transfers

A. For purposes of this Article, a vacancy shall be defined as a professional position within the bargaining unit which the Board intends to fill and which is unfilled either because it is newly created or because the teacher holding that position has permanently severed employment in the bargaining unit or accepted a permanent transfer to a non-bargaining unit position.

B. Whenever a new position is created within the bargaining unit, the Superintendent or the Superintendent's designee shall notify the President of the DeWitt Education Association by sharing a posting of the position with proposed wages, hours, and conditions for employment and, if needed, negotiating the terms.

C. Transfers within a building fall under the right of assignment based on effectiveness and certification(s).

D. Whenever the district intends to fill a vacancy or needs to transfer any DEA member outside of a building, the superintendent or designee will work with the DEA president or designee and use the following procedure.

1. Recall status

2. Determination Process

<u>1st round of determination</u>

a. Evaluation and Professional Standards: teacher effectiveness rating (last 3 years), teacher qualifications and certification, and the teacher's disciplinary record.
b. Teacher's length of service (including in and outside of the district) in elementary, middle, and high school levels or subject areas:
    i. Public school years will be used
    ii. Years within the district would count one and half times over the years outside of the district

<u>2nd round of determination</u>

c. Professional Competence: curriculum and pedagogy (C3 on 5D rubric), relevant special training, relevant accomplishments and contributions, and other non-arbitrary or capricious reasons.

3. Decision-making will center around what is best for students and also include the following information:

a. Certification and qualification
b. The time of year
c. Voluntary movement/offer
d. Previous displacement
e. Least disruption to educational programming

4. Outside candidates for vacancies may be considered after the vacancy has been posted internally for five (5) business days.

E. Should the Board delay the transfer of a teacher to fill a vacancy until the beginning of the next semester or the beginning of the next school year in order to avoid disruption, the vacancy shall be filled in the interim with a temporary employee. For purposes of this Section, such temporary employee shall neither accrue seniority in the bargaining unit nor hold a contractual right to continued

employment. Further, such temporary employee shall be paid in accordance with Article 1, Section E.

F. A non-bargaining unit member temporarily employed in a position which does not constitute a vacancy as defined in Section A of the article, shall neither accrue seniority in the bargaining unit nor hold a contractual right to continued employment. Further, such non-bargaining unit member shall be paid in accordance with Article 1, Section E.

G. Dean of Students

1. The Dean of Students is a specialized building-level position within the bargaining unit. Because the position requires a combination of qualifications, demonstrated effectiveness, and fit for the building's needs that the procedures in Sections C and D are not designed to assess, the selection procedure in this Section G shall apply to the Dean of Students in place of Sections C and D.

2. A Dean of Students vacancy shall be posted internally for five (5) business days. Qualified bargaining unit members who apply shall be considered. External candidates may be considered if no qualified bargaining unit members apply.

3. From among the applicants, the building principal in consultation with a committee shall recommend a candidate based on the needs of students and the building, the candidate's qualifications, and the candidate's demonstrated effectiveness. Seniority shall not be the controlling factor in selection. The principal shall notify the Superintendent or designee and the DEA President of the vacancy and of the recommended candidate before the appointment is made.

4. The Superintendent and DEA designee shall have final approval authority. If a recommendation is not approved, the principal may submit an alternative.

5. A bargaining unit member serving as Dean of Students shall remain a member of the bargaining unit and shall retain and continue to accrue seniority and all other rights, benefits, and protections under this Agreement, except as to the selection procedure modified by this Section.

6. A member who vacates the Dean of Students position shall return to a classroom or other bargaining unit position in accordance with the applicable provisions of this Agreement, including Articles 8 and 27.

7. This Section applies only to the Dean of Students position and shall not be cited as precedent for the selection of any other position in the bargaining unit.

Article 9: Paid Leaves of Absence

A. Notwithstanding anything to the contrary in this Agreement, if the Michigan Earned Sick Time Act ("ESTA") is in effect, each ESTA year (i.e. contract year), the first 72 (prorated if less than full time) hours of paid sick leave may be used for any ESTA purpose, with those 72 (or prorated) hours of leave being subject to the same conditions as provided in ESTA. Sick leave used for ESTA purposes may be used in the hourly increments or the smallest increment that the District uses to account for absences of use of other time.

B. At the beginning of each school year, bargaining unit members shall be credited with seven (7) days of sick leave which shall accumulate from year to year without limit.

1. A bargaining unit member may use all or any portion of the bargaining unit member's sick leave for the bargaining unit member's illness, injury, serious illness or physical disability or for members of the bargaining unit member's immediate family as set forth in subsection 3.

2. A bargaining unit member may use up to eight (8) days of sick leave for each occurrence to care for a member of the immediate family who is ill or disabled. Two (2) additional days will be granted if needed to arrange for necessary medical or nursing care. Additional days may be granted upon written application to the Superintendent.

3. Immediate family members shall be defined as parents, siblings, children, spouse, grandparents, corresponding in-laws, step families, foster parents, anyone who has lived regularly in the employee's household, and significant others as agreed upon by the Superintendent. In recognition that families take many forms, the term "immediate family" shall not be interpreted to mean only relation by blood or by law.

4. At the beginning of each school year, the Employer shall furnish a written statement setting forth the bargaining unit member's total number of accumulated sick leave days.

5. If employment is severed for any reason during the school year, any used, but unearned sick leave shall be deducted on a pro-rata basis from the bargaining unit member's final paycheck.

C. In addition to the sick leave set forth in Section A, bargaining unit members shall be granted up to five (5) days of leave each year for each death in the immediate family. Additional days for bereavement may be granted by the Superintendent. Such additional bereavement leave shall be charged to the bargaining unit member's sick leave or personal days.

D. The employer reserves the right to require medical verification in cases of suspected abuse of sick leave. Bereavement leave is subject to review by the Superintendent in cases of suspected abuse of the leave.

E. In the event a bargaining unit member has exhausted, or reasonably expects that the bargaining unit member will exhaust, the bargaining unit member's accumulated sick leave, the bargaining unit member may request the donation of sick days from all other bargaining unit members for an event that would normally be considered an occurrence of a personal FMLA-qualifying long-term illness, injury, or disability, regardless of if the bargaining unit member actually qualifies for FMLA, in excess of yearly allotted or accrued sick leave under the following conditions:

1. Bargaining unit members may donate up to two (2) sick days after the Association President and Superintendent (or designee) approves the request.
2. Donation of sick days shall be administered by the Association, with all necessary information given to the human resources/payroll department for implementation.
3. No more than sixty (60) days may be donated and distributed to bargaining unit members each year.
4. Donated days may be granted to the bargaining unit member on a pro-rata basis so as to equal the difference between Worker's Compensation benefits and the bargaining unit member's annual salary at the time of the incident. The foregoing benefit shall expire when the bargaining unit member is able to return to work.
5. Donated days shall not be granted to a bargaining unit member who has qualified for the long-term disability program as provided in Article 21 of the Master Agreement.
6. When a bargaining unit member receives retroactive Worker's Compensation benefits for a period already compensated by the use of the bargaining unit member's sick leave or donated sick days,

the Employer shall be entitled to a full refund of the dollar value of the leave and/or the donor shall have their equivalent sick time returned, whichever is applicable.

7. The District and/or the Association reserves the right to request a doctor's verification of illness, injury or disability prior to approval.
8. The Association agrees to indemnify and hold the Board, including each individual School Board member and the Administration, harmless against any and all claims, demands, costs, suits, or other forms of liability and all court or administrative agency costs that may arise out of or reason of, action by the Association in implementing the sick leave provisions of this agreement.

F. In the event a bargaining unit member qualifies for Worker's Compensation benefits, the Employer agrees to continue the bargaining unit member's insurance benefits to the end of the bargaining unit members contract year or for six (6) months from the date of the illness or injury, whichever is longer.

G. Bargaining unit members shall promptly report work-related injuries or illness to their supervisor.

H. A bargaining unit member who is injured or is ill, and such injury and/or illness is compensable under the Worker's Disability Compensation Act of 1969, as amended, shall be entitled to use any or all of the bargaining unit member's accumulated sick leave for the first seven (7) days of the compensable injury and/or illness.

I. After the first seven (7) days of the compensable disability when Worker's Compensation benefits begin, a bargaining unit member shall be entitled to use any remaining accumulated sick leave on a pro-rata basis until the bargaining unit member's sick leave is exhausted. Said sick leave shall be charged on a proportional basis so as to equal the difference between Worker's Compensation benefits and the bargaining unit member's annual salary at the time of the disability. The employer's obligation to provide the foregoing benefit shall expire when the bargaining unit member's sick leave is exhausted or when the bargaining unit member is able to return to work, whichever occurs first.

   Should this supplemental payment be found to be subject to the coordination requirements of Worker's Compensation, such that the amount of the Worker's Compensation benefit is reduced, the bargaining unit member shall not be allowed the use of sick leave and shall receive only the Worker's Compensation benefit provided by statute.

J. A bargaining unit member absent from work because of lice or a childhood disease, i.e. mumps, scarlet fever, measles, chicken pox, shall suffer no loss of sick days or compensation. This section is intended to cover the duration that an individual would normally be expected to be absent as a result of the aforementioned diseases and shall not apply in the unlikely event that a teacher suffers a long-term disability as a result of such a disease. Such situations are intended to be covered by long-term disability insurance.

K. A bargaining unit member absent from work because of a physically violent student encounter shall suffer no loss of sick days for the first 90 days. Such an encounter will be reported to the building administrator immediately who will forward the complaint for workmen's compensation claim processing to the Superintendent. This section is intended to cover the duration that an individual would normally be expected to be absent (up to 90 days) as a result of the violent student encounter as determined by the medical provider (or clinic) providing the district workmen's compensation services. In the unlikely event the staff member suffers a long-term disability as a result of the incident, the staff member shall apply for long term disability insurance.

L. To report an absence from work a teacher shall meet all the requirements for electronic notification of the substitute system at least seventy-five (75) minutes prior to his/her normal reporting time. The member is responsible for completing all required forms related to his/her absence to assure proper documentation.

M. At the beginning of each school year, bargaining unit members shall be credited with five (5) days of paid personal leave. Paid personal leave is to be used only for purposes requiring the teacher's absence from school to attend to a matter which cannot be attended to except during school hours.

1. Prior to the use of paid personal leave days, a teacher shall notify in writing, the teacher's principal at least three (3) days in advance (except in the case of an emergency, when shorter notice will be acceptable).

2. Paid personal leave may not be taken on the day immediately preceding or following days which are scheduled as non-working days in the calendar (e.g. holidays, vacations, and break periods) or the first and last day of school or a semester. Exceptions may be made with approval of the building principal and the approval of the Superintendent.

3. No more than ten percent (10%) of the teachers from one (1) building will be absent for paid leave reasons except as the building principal may agree otherwise.

4. No more than two (2) consecutive paid leave days may be taken at one time. Exceptions may be made by the building principal.

5. Unused paid leave shall accrue to the bargaining unit member's accumulated sick leave.

6. When all of the bargaining unit member's accumulated sick leave has been exhausted, the bargaining unit member may convert the bargaining unit member's paid leave to sick leave provided the bargaining unit member has so notified the Business Office.

N. A teacher called for jury duty shall receive the teacher's daily rate of pay, provided the teacher reimburses the district any amount they received from serving as a juror. Absence due to jury duty is not chargeable to sick leave or personal business days.

O. A teacher in a court action which is adversarial to the Board may utilize paid leave as provided in Section L of this Article for such purpose. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. It is agreed that at no time shall more than ten percent (10%) of the staff of any one (1) building be absent on the same day for this reason. In all other cases of summons or subpoena, the teacher shall be released without loss of pay or leave days.

P. The Association shall have available a reasonable number of days to be used by teachers who are officers or agents of the Association, such use to be in the interest of and at the discretion of the Association.

1. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. It is agreed that at no time shall more than ten percent (10%) of the staff of any one (1) building be absent on the same day for this reason

2. The cost of substitutes shall be billed to the Association by the Board of Education.

Article 10: Unpaid Leaves of Absence

A. A leave of absence of up to one (1) year may be granted to any tenured teacher upon written application to the Superintendent at least thirty (30) days prior to the end of the school year and to take effect at the end of the school year, for the purposes of participating in Military Service, an exchange teacher program, the Peace Corps, or Teachers' Job Corps as a full-time participant in such programs; or a cultural travel or work program related to the teacher's professional

responsibilities, provided said teacher states the teacher's intention to return to the school system. Such leave may be extended for one (1) year upon application by the teacher.

B. A leave of absence of up to one (1) year may be granted to any tenured teacher, upon written application to the Superintendent's office at least thirty (30) days prior to the end of the school year and to take effect at the end of the school year, for the purpose of engaging in study at an accredited college or university provided such study is reasonably related to the teacher's professional responsibilities. Such leave may be extended for one (1) year upon application by the teacher.

C. A leave of absence may be granted to any tenured teacher, upon written application to the Superintendent at least thirty (30) days prior to the end of the school year and to take effect at the end of the school year, for the purpose of campaigning for the teacher's election to or serving in a public office. Such leave may be extended for one (1) year upon application by the teacher. A teacher who is elected to the State Legislature shall not be entitled to a leave of absence, but may be granted a leave of absence for the purpose of campaigning for the teacher's election.

D. A maternity leave of up to one (1) year shall be granted to a member of the bargaining unit upon written request and upon confirmation of pregnancy by the employee's physician.

1. The leave shall commence thirty (30) days after a written request for such leave has been made. In the event of emergency, leave may commence immediately upon written request. Such request shall indicate the desired termination date of leave.

2. The above leave may be extended upon written application by the teacher at the discretion of the Board. Such extension shall not be denied if it is requested because of a medical reason for which there is medical verification.

E. Parental leave of up to one (1) year shall be granted to a member of the bargaining unit for a period not to exceed one (1) year for the purpose of child rearing. Application of the forecasted plan of leave shall be made at least thirty (30) days prior to the birth or anticipated date of adoption of the child. Such leave shall commence within thirty (30) days of the birth or adoption of the child. The parent will need to finalize the request for leave within sixty (60) days of the birth or adoption. The application shall indicate the desired termination date of the leave. Such leave is renewable at the discretion of the Board.

F. Any bargaining unit member whose personal illness or disability extends beyond the bargaining unit member's accrued sick leave shall be granted an unpaid leave of absence for such time as is necessary for complete recovery from such illness or disability or for up to one (1) year, whichever is shorter. The leave period may be extended at the Board's discretion.

Upon expiration of the leave of absence and after receipt of medical verification that the bargaining unit member's recovery is such that the bargaining unit member cannot return to a position for which the bargaining unit member is certified and qualified, the employment relationship will be terminated.

G. The Employer may grant any tenured teacher an unpaid leave of absence for up to one (1) year for any reason upon written application to the Superintendent.

H. An unpaid leave of absence of up to twelve (12) weeks during a twelve (12) month period shall be granted to any bargaining unit member in accordance with the Federal Family and Medical Leave Act (FMLA) for any of the following purposes: the birth or placement for adoption or foster care of a child (up to one (1) year from date of birth or placement); a serious health condition of a bargaining unit member's spouse, child or parent; the bargaining unit member's own serious health condition.

1. The bargaining unit member and the District may mutually agree that a leave may be taken either on an intermittent or reduced leave schedule basis. A reduced leave schedule is a leave schedule that reduces the bargaining unit member's regularly assigned hours in a workweek or workday.

2. The following conditions shall apply to FMLA leave:

   a. Any health, dental, and/or vision insurance shall be continued, with premiums paid by the District, at the level and under the conditions that same would have been provided if the bargaining unit member had continued in employment during the leave period.

   b. If the bargaining unit member does not return to work after the expiration of the leave, the bargaining unit member shall reimburse the District for the cost of the premiums paid by the District for the bargaining unit member's insurance during the FMLA leave, unless the FMLA provides otherwise.

3. Upon return, a bargaining unit member shall be reinstated to the same position from which the leave was taken if such position exists, or if such position has been eliminated, to an equivalent position for which the bargaining unit member is certified and qualified.

4. The Board reserves the right to fill a position which is vacant under the provisions herein with a long-term substitute.

5. If the need for a family medical leave is foreseeable based on planned medical treatment, a bargaining unit member shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the regular operation of the District, subject to the approval of the health care provider.

6. The bargaining unit member shall provide the Superintendent with written notice thirty (30) calendar days prior to the date the leave is to commence. However, where the need is not foreseeable or if the date of the planned medical treatment requires the leave to begin in less than thirty (30) calendar days, the bargaining unit member shall provide such notice upon the bargaining unit member's receipt of the requisite information.

7. Where permitted by FMLA, the bargaining unit member may elect to use the bargaining unit member's accumulated sick leave, business leave and/or any combination thereof for all or any part of a leave. Where permitted by the FMLA, the Board may require a bargaining unit member to substitute the bargaining unit member's accumulated paid leave for unpaid FMLA leave.

8. The Board reserves the right to require certification from the bargaining unit member's health care provider or from that of the bargaining unit member's spouse, or child or parent as the case may be.

9. In recognition of the confidential nature of the required medical certifications, all such information shall be requested by and submitted to the Superintendent.

10. The terms and provisions of this leave Section shall be subject to and administered in accordance with the Federal Family and Medical Leave Act of 1993.

I. A voluntary reduction of hours may be granted upon application to the Superintendent at least sixty (60) days prior to the beginning of a semester.

1. A reduction in hours may be granted for the following purposes:

a. Study related to certification;
b. Study for certification in another teaching area;
c. Study, research, or special teaching assignments advantageous to the District; and;
d. Other purposes as approved by the Superintendent.

2. It is understood that salary and fringe benefits shall be prorated to reflect the hours of work.

3. Upon request, the teacher shall be returned to full-time status provided there is a vacancy for which the teacher is certified and qualified.

J. A teacher returning from leaves enumerated above shall be placed in the position from which the leave was taken provided such position exists. If the position does not exist, the teacher shall be placed in an equivalent position for which the teacher is certified and qualified. If layoff occurs during the period of leave, Board Policy and Administrative Guidelines 3131 pertaining to staff reduction shall be controlling. If layoff occurs during the period of leave, the provisions of this Agreement pertaining to staff reduction shall be controlling.

Bold and Italicized language applies only to those bargaining unit members referenced in Article 1C.

K. Except for FMLA leave, leaves of absence granted under this article shall state the expiration date of the leave and may be extended at the discretion of the board upon application at least sixty (60) days prior to the expiration date.

Article 11: Employee Assistance Programs

A. Without abrogating the rights and responsibilities set forth elsewhere in this Agreement, the parties agree to encourage bargaining unit members who suffer from recognized psychological and/or emotional afflictions which adversely affect performance or working relationships to participate in a program designed to assist toward recovery from such afflictions.

B. In the event the Employer believes a bargaining unit member is experiencing such problems which are caused by a psychological and/or emotional affliction, the Employer shall notify the bargaining unit member and the bargaining unit member's UniServ Director of this belief.

C. Psychological and emotional afflictions shall be treated with the same degree of confidentiality as any other medical problem.

D. A bargaining unit member who seeks diagnosis, rehabilitation and/or participation through an employee assistance program shall not jeopardize the bargaining unit member's employment solely by virtue of doing so. However, this shall not be construed as limiting the Board's right to take appropriate action to address employee misconduct or performance problems.

E. When psychological and/or emotional affliction requires medical intervention, a bargaining unit member shall be entitled to use of paid and unpaid leave as set forth herein and as conditioned by this Agreement.

Article 12: Teacher Evaluation

A. The classroom teacher performance evaluation system will include the following as part of the process:

1. The mutually agreed-upon tool by both parties, ensuring compliance with statutory requirements, is 5D+. It will be used consistently among all schools operated by the District. The evaluation tool uses objective criteria, making up 80% of the year-end evaluation. The final rating categories are effective, developing, and needing support.

2. The evaluation system shall establish clear approaches to measuring student growth and provide professional staff with relevant data. Locally agreed-upon student growth assessment data and student learning objectives metrics (jointly chosen from the agreed-upon data chart: Appendix F) will account for 20% of the year-end evaluation.

    a. Teachers are encouraged to review outliers in their data and explain them as part of the evaluation process. How teachers respond to data is just as important as what the data is; therefore, the evaluator and teacher will work in consultation to determine which outliers exist and may need to be excluded.
    b. The District will use the DPS Student Growth Chart (Appendix F) to account for some outlier data.

3. Classroom observations shall be conducted at least twice per school year (with a range of 2-4 depending on support needed), with each observation lasting at least fifteen (15) minutes. One (1) observation may be unscheduled. Feedback shall be provided within 15 days after each observation.

    a. Classroom teachers will share the lesson plan for the observed lesson, including the state curriculum standard(s) being used in that lesson.
    b. The observation will include a review of pupil engagement in the lesson.
    c. Feedback will be provided in writing. A post-observation meeting will be scheduled within 10 school days if either party notes concerns in writing.
    d. Scheduled observations will be announced for a specific week. For probationary teachers, at least one scheduled observation will be made for a specific day. Administrators will avoid the day before or immediately after breaks, holidays, and conference days unless invited by the teacher.

4. A mid-year progress meeting shall be provided to probationary teachers, and to teachers rated “needing support” or “developing” on the most recent year-end evaluation. This meeting shall align with the teacher's Individualized Development Plan (IDP) and include specific performance goals and recommendations. At the discretion of the principal, mid-year meetings may occur with additional or all staff as needed. If there are any concerns about teacher performance, notification must occur on or prior to February 1. Mid-year meetings must occur by February 1, when reasonably practicable, so an IDP may be put in place as needed before the conclusion of the school year and end-of-year evaluation. This does not prevent a teacher from being placed on an IDP if new concerns arise beyond February 1st.

5. All professional staff members in an evaluation year shall undergo an annual year-end evaluation, which will provide timely and constructive feedback on job performance.
    a. Classroom teachers who work less than 60 days in the school year and are not evaluated due to extenuating circumstances will receive a rating as unevaluated.
    b. If a teacher has worked 60 or more days, the teacher will receive a summative rating based on that year's collected and available data.
    c. Any teacher rated (prior to 2025) as ineffective or (after 2024) as needing support for three (3) consecutive years shall be dismissed from the district.

6. Tenured teachers rated effective (or higher) on the three most recent consecutive year-end evaluations may be evaluated every third year.

    a. Volunteers will be taken among tenured teachers to allow evaluations to be spread out evenly throughout the three-year cycle. Should there not be enough volunteers, there will be a random selection organized with the building DEA representation. The administration may revert to annual evaluations for a tenured teacher rated less than effective.
    b. It is understood that high-quality teachers use data to drive instruction. In a non-evaluation school year, the only item teachers will be expected to provide in the evaluation platform is quantitative or qualitative evidence of how student growth data informs instruction.

7. Probationary teachers will work with their evaluator to determine specific performance goals which will be discussed at minimum at the mid-year and year end evaluations to determine progress made toward those goals.

8. Any teacher rated “needing support” or demonstrating a need for growth in specific areas will be placed on an IDP. Any teacher with an IDP will be evaluated based on classroom observation, student growth data, and progress toward measurable IDP goals.

    a. Teachers fitting in this section will have a mentor or coach as a support measure of the IDP.
    b. Teachers fitting in this section will be provided professional learning opportunities selected by the administrator as support in growth areas identified.
    c. IDPs will include teacher responsibilities, administrator responsibilities, and reasonable, specific deadlines for improvement.
    d. The year-end evaluation shall show that any previously noted deficiency has been corrected or that the deficiency still exists.

B. Implementation and processes for the classroom teacher evaluation system will include the following:

1. The District shall post relevant information about the evaluation system, including the evaluation tool(s), on its public website, ensuring transparency and accountability.

2. Teachers will be trained on the evaluation system during contractually scheduled Professional Development within the first two weeks of school.

Article 13: Mentor Teachers

A. Pursuant to Section 1526 of the Revised School Code, as amended, teachers who are in their first three years of classroom teaching shall be assigned a mentor by the building Principal. This Article shall be null and void in the event the law requiring mentors is repealed or changed so that mentors are not required.

B. The following guidelines will apply when possible in the event a mentor is a member of the bargaining unit:

1. The position of mentor will be voluntary unless the Board is unable to retain a sufficient number of mentors.

2. The mentor will be tenured.

3. The mentor will be assigned only one (1) probationary teacher at a time.

4. The mentor assignment shall be for one (1) academic year subject to review by the mentor and probationary teacher six (6) months from the start of the assignment. The appointment may be renewed in succeeding academic years.

5. Should either mentor or the probationary teacher present cause to dissolve the relationship subsequent to the initial six (6) months, the administration will meet with the mentor and the probationary teacher to determine an appropriate course of action.

6. The mentor will not be required to prepare a formal written evaluation of the probationary teacher.

7. The relationship between the mentor and the probationary teacher shall remain confidential and not part of the evaluation of either party.

8. Mentor teachers shall be matched with probationary teachers who work in the same building and share the same certification, e.g. elementary, secondary, K-12 Physical Education, Special Education.

C. The mentor shall:

1. Meet with the probationary teacher at minimum once (1) per calendar month during the academic year, with additional informal contact as appropriate.

2. Provide guidance to the probationary teacher on instructional practice, classroom management, District procedures, curriculum, and student needs.

3. Assist the probationary teacher in planning the professional development required under Section 1526 of the Revised School Code.

4. Maintain a Mentor/Mentee Log documenting dates of contact and general subject matter, to be submitted to the building Principal on or before the Friday immediately preceding Memorial Day.

D. Mentor teachers shall receive a $500 credit for being a mentor for a full school year which can be used to receive reimbursement for the following expenses upon submission of appropriate documentation:

1. Tuition from an accredited college or university for coursework related to the teacher's position or educational in-service or seminars related to the teacher's position. Credit can accumulate up to $1,500.00

2. In lieu of the foregoing, the bargaining unit member shall be compensated at the rate of five hundred dollars ($500.00) each year payable at the end of the year.

3. Should the mentor-probationary teacher relationship be dissolved, said compensation shall be prorated accordingly.

4. Submission of the Mentor/Mentee Log required by Section C.5 shall be a condition of receiving compensation under this Section.

E. This Article governs mentor assignments made pursuant to Section 1526 of the Revised School Code. References in Article 12 (Teacher Evaluation) to the assignment of a mentor or coach as a support measure for a teacher on an Individualized Development Plan are separate from this Article and are governed by Article 12.

Article 14: Leadership Positions

A. In an effort to promote teacher leadership within the District, teachers are encouraged to participate in building and district leadership roles. Professional leadership activities may include, but are not limited to: planning group meetings, relaying information between the curriculum department and representative groups, participation on the District Improvement Team, coordination of professional or curriculum development with the building Principal and/or Curriculum Director, preparation of minutes, conducting implementation or orientation workshops at meetings and fostering school improvement.

B. At the beginning of the school year, each building principal and the school improvement/leadership team will mutually agree upon the meeting schedule for the school year, including the maximum number of required meetings outside contractual hours. Members of school improvement/leadership team meetings will have the option to rotate participation at monthly district-level improvement team meetings.

C. For the term of this Agreement the bargaining unit members, holding the following leadership positions, shall receive compensation payable at the end of the year for their work as teacher leaders. It is expressly understood the filling of a teacher leadership position is voluntary. The following compensation is allocated to each building:

1. Nine (9) high school department chairs will each receive $500 for providing leadership within the department. These include mathematics, English language arts, science, social studies, health/physical education, special education, world languages, applied arts (business, technology, life management), and fine arts (art, music, theater).

2. Additionally, $1000 is allocated to the high school for additional leadership positions.

3. DeWitt Middle School is allocated $3000 for teacher leadership positions.

4. Herbison Woods, Scott School, and Schavey Road Elementary are each allocated $2000 for teacher leadership positions.

Article 15: Professional Improvement

A. The parties support the principle of continuing training of teachers; the participation of teachers in professional organizations in the area of their specialization; leave for work on advanced degrees or special studies; and participation in community educational projects.

B. The Board agrees to provide, upon application, the necessary funds for teachers to participate in a professional development opportunity annually with administrator approval. A teacher attending such professional development shall be granted sufficient leave time to attend without loss of compensation. Applications for said leave shall be filed with the building principal for approval at least five (5) days in advance of said professional development activity and the building principal will forward the request to the Superintendent. Additional professional development may be provided upon approval by the building principal.

C. Any in-service program recommended by the Curriculum Department shall be implemented when authorized by the Board. An after-school in-service program, when implemented, shall be scheduled in place of a regular faculty meeting.

Article 16: Continuity of Operation

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in, or assist in any strike, as defined in the Public Employment Relations Act, including sympathy strikes.

Article 17: School Calendar

A. The school calendar(s) is (are) set forth in Appendix C which is incorporated as a part of this Agreement.

B. When, in the judgment of the Superintendent, hazardous or inclement weather conditions, mechanical malfunctions or other reasons beyond the control of school authorities result in the closure of the entire District, since teachers commonly work from home they will not be required to report to work.

1. When school is closed or delayed for the above stated reasons and the District is required by law to make up the day(s) or time, in order to receive full State Aid, it is agreed that the days or time lost shall be made up at the end of the school year or at such times as may mutually be agreed upon by the Board and the Association with no additional salary cost to the District. If the District is not required by law to make up the days in order to receive full State Aid, teachers shall not suffer a loss of salary.

   Notice of closings will be through School Messenger or similar means.

2. A teacher scheduled to use a paid leave day when school is closed for the reasons stated above shall suffer neither a loss of leave nor loss of salary, subject to the guidelines set forth in Section B.1.

C. If students are dismissed during the day due to bad weather, teachers will be dismissed shortly thereafter.

D. In the event a teacher has requested the use of paid leave time on a day when school is dismissed, deductions from salary or leave time, whichever is appropriate, will be adjusted according to the teacher dismissal time.

E. Should a mechanical malfunction prevent the opening of a building(s) or cause the students to be dismissed from school, teachers shall not be required to work in said building(s).

F. Parent-teacher conferences will be scheduled in accordance with Appendix C of this Agreement.

1. During parent-teacher conferences, the teachers' time may be scheduled during the day and/or evening. If parent-teacher conferences are scheduled for the day and/or evening on the same date or if a teacher works a full day and also has parent-teacher conferences that evening, bargaining unit members will receive equivalent compensatory time on a mutually agreed upon date.

2. Flexibility will be allowed to change the time parent-teacher conferences are scheduled in order to accommodate parents. The teacher and building administrator will mutually agree on the time change. The time change will not increase the total number of conference hours scheduled for parent-teacher conferences for that teacher.

3. In unusual cases where a parent(s) is unable to meet in the evening, teachers will accommodate the scheduling of a suitable alternate time. Further, if parent-teacher conferences are canceled for reasons beyond the Board's control (such as inclement weather), conferences may be rescheduled by the Board. The time change will not increase the total number of hours scheduled for parent-teacher conferences for teachers.

G. In-service programs requiring released time will be considered by the Superintendent when recommended by the staff or a committee of the staff in concurrence with the principal.

H. Time identified as "Teacher Record Day" will be allocated for teachers to complete necessary progress reports and grades. There is a mutual understanding that this professional responsibility can be completed at a location and time determined by the individual teacher. Therefore, teachers are not required to report during the times identified as "Teacher Record Day."

Article 18: Compensation

A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. If a teacher works more or less than full time their salaries will be prorated accordingly. Such salary schedule shall remain in effect during the term of this Agreement.

B. Newly hired teachers shall be given full credit up to three (3) years and may be given up to five (5) years on the salary schedule as set forth in Appendix A for teaching experience in any public school district and other teaching experience for which the Board determines credit should be allowed**.** If the district provides one full step and a minimum of a one percent (1%) increase to the salary schedule for the current year, then the district may provide newly hired teachers full credit for up to eight (8) years on the salary schedule as set forth in Appendix A for teaching experience in any public school district and other teaching experience for which the Board determines credit should be allowed. The decision on maximum number of years of credit will be determined by the Superintendent prior to posting the vacancy.

C. Special education teachers with a caseload of 10 or fewer students shall be given up to 2 days of release time.

Special education teachers with a caseload of 11-20 students shall receive either $1,000 and up to 2 days of release time or up to 5 days of release time at the option of the special education teacher.

Special education teachers with a caseload of 20+ students shall receive either $2,000 and up to 2 days of release time or up to 6 days of release time at the option of the special education teacher.

Release time shall be used for the purpose of completing special education duties such as, but not limited to the following: preparing for IEP's, REED's, team or other necessary meetings, working on paperwork, Medicaid reports, logs, progress monitoring, or any other duties related to their job as a special education teacher.

The caseload size will be determined as of January 1st. Caseloads that increase to the next range (for example, above 10 or above 20) after January 1st will be granted two additional release days.

D. For teachers with an initial start date prior to July 1, 2015: after a teacher has served in the District for fifteen (15) years, the teacher will receive a longevity payment of two and one-half percent (2.5%) of the teacher's current basic salary. After a teacher has served in the District for twenty (20) years, the teacher will receive a longevity payment of five percent (5%) of the teacher's current basic salary. Thereafter, for each additional five (5) years of service, the teacher will receive an additional longevity payment of five percent (5%) of the teacher's current basic salary. No more than one (1) longevity payment may be earned in one (1) school year.

E. For teachers with an initial start date of July 1, 2015 or later: after a teacher has served in the District for fifteen (15) years, the teacher will receive a longevity payment of two and one-half percent (2.5%) of the teacher's current basic salary. Thereafter, for each additional five (5) years of service, the teacher will receive an additional longevity payment of two and one-half percent (2.5%) of the teacher's current basic salary. Longevity percentage for these teachers caps at ten percent (10%). No more than one (1) longevity payment may be earned in one (1) school year.

F. Teachers involved in extra duty assignments as set forth in Appendix B, which is attached to and incorporated into this Agreement, shall be compensated in accordance with the provisions thereof.

G. Bargaining unit members required in the course of their work to drive their personal automobiles on school business shall be reimbursed at the IRS rate.

H. When requested by the administration, bargaining unit members who voluntarily relinquish their planning period on any given day to substitute in the absence of another bargaining unit member when no substitute is available, will be compensated at the hourly rate set forth in Appendix A.

1. The number of such periods necessary to serve shall be four (4) at the high school, six (6) for the middle school, and eight (8) at the elementary buildings in order to receive an extra paid leave day in lieu of receiving compensation for giving up their planning period.

2. Only in emergency situations, when every effort has been made to secure a substitute, may teachers be required by the administration to give up their planning period to fill in for an absent teacher. No one teacher will be required without the teacher's approval to substitute more than twice each year.

I. Starting with the first regular payroll of the year, paychecks shall be issued on Friday of every other week except when payday falls during a vacation period. When a payday is scheduled to occur during a vacation period, paychecks shall be issued to bargaining unit members on the last working day prior to said vacation provided that the last working day is not more than two (2) working days before the regular payday. Otherwise, paychecks shall be mailed one (1) day before the regularly scheduled payday.

J. In August, the Board will allow teachers to exercise the following options for the payment of wages:

1. 21 equal pays distributed every other Friday during the school year

2. 26 equal pays distributed every other Friday throughout the year.

K. Should it be determined that a bargaining unit member has received compensation in excess of that earned, the Board will deduct the overpayment from the bargaining unit member's salary pursuant to MCLA 408.477: MSA 17.277(2). Said payroll deductions shall be made for the same number of pay periods as the overpayment was permitted to accrue.

Article 19: Special Teaching Assignments

A. Assignments to the Adult Education, Summer Driver Education, and Summer School Programs will be made by the Board on the basis of preference to teachers in their areas of certification and who are regularly employed by the District during the regular school year.

1. Said preference in assignments shall be limited to the District's academic classes and/or courses offered for credit during the regular school year.

2. Bargaining unit members who are employed by the District during the regular school year shall be compensated for teaching in those programs referred to in Section A above at the hourly rate in Appendix A of this agreement.

3. Teachers employed in supportive and/or supplementary positions (e.g. lifeguard, teacher aide, maintenance, etc.) shall be compensated at the rate established for that position.

B. Supervision of a student teacher shall be voluntary and no teacher shall supervise more than one (1) such student teacher simultaneously. A teacher shall receive special compensation for such efforts equal to the amount which the school is reimbursed by the sponsoring university.

C. When the need arises for non-emergency extra duties, the supervisor will make the temporary work available to all qualified members and will be filled based on qualification and equitable distribution of opportunities. The work will be compensated at the hourly rate for special teaching assignments specified in Appendix A. The form found in Appendix J will be completed prior to the commencement of special teaching duties. Compensation shall not exceed the pre-approved amount without approval of the supervisor.

Article 20: Retirement Benefit

A. For teachers with an initial start date prior to July 1, 2015: in recognition of services to the District, a retirement benefit payment, representing a percentage of the teacher's salary during the teacher's last year of service in the District, will be paid upon retirement, as follows:

Years of Service – Percentage:

20 = 10%

25 = 15%

30 = 20%

B. In recognition of service to the District, teachers with an initial start date of July 1, 2015 or later will receive a retirement benefit payment upon retirement of five percent (5%) of the teacher's salary

during the teacher's last year of service in the District plus thirty dollars ($30) per unused sick and personal days up to one hundred (100) days with twenty (20) or more years of service in the District.

C. In order to facilitate budgetary planning, teachers are encouraged to give one (1) year of advanced noticed of their intent to retire.

Article 21: Insurance Protection

A. For the term of this Agreement and upon application, the Board shall provide insurance coverage to bargaining unit members and their eligible dependents.

Effective September 1, 2026 through December 31, 2026, the bargaining unit member may choose from the following plans:

- Blue Cross Blue Shield SB PPO, $1,000/$2,000 in network deductible; $2,000/$4,000 out of network deductible; $30/$30/$30/$150 OV/SV/UC/ER copay; $10/$40/$80 Rx drug copay.
- Blue Cross Blue Shield SB PPO HSA $1,700/$3,400 in network deductible; $3,400/$6,800 out of network deductible; 3-Tier Rx $10/$40/$80 copay after deductible
- Blue Cross Blue Shield SB PPO HSA $2,000/$4,000 in network deductible; $4,000/$8,000 out of network deductible; 3-Tier Rx $10/$40/$80 copay after deductible
- Blue Cross Blue Shield SB PPO HSA $3,500/$7,000 in network deductible, $7,000/$14,000 out of network deductible; 3-Tier Rx $10/$40/$80 copay after deductible

Effective January 1, 2027, the bargaining unit member may choose from the following plans:

- MESSA Choices $1,000/$2,000 in network deductible; $4,000/$8,000 out of pocket maximum; $20/$20/$25/$50 OV/SV/UC/ER copay; 3-Tier Rx copay
- MESSA ABC Plan 2 $2,000/$4,000 in network deductible; $4,000/$8,000 out of pocket maximum; 3-Tier Rx HSA copay after deductible
- MESSA ABC Plan 2.5 $2,500/$5,000 in network deductible; $4,500/$8,500 out of pocket maximum; 5-Tier Rx HSA copay after deductible

Bargaining unit members may change plans only during the open enrollment period.

The annual Board health contribution, including applicable assessments, taxes, and fees, for eligible bargaining unit members shall not exceed $1,805.03 per month for family coverage $1,384.12 per month for individual and spouse or individual plus one non-spouse dependent coverage, and $661.84 per month for single subscriber coverage for September 1, 2026 through August 31, 2027.

Effective September 1, 2027, the annual Board health contribution, including applicable assessments, taxes, and fees, for eligible bargaining unit members shall not exceed $1,859.18 per month for family coverage, $1,425.64 per month for individual and spouse or individual plus one non-spouse dependent coverage, and $681.70 per month for single subscriber coverage.

1. The District will fund the applicable deductible for the MESSA ABC Plan on January 1 for the calendar year for each eligible full-time or part-time member of the Association.

    a. If a member of the Association is no longer employed by the District after the deductible is funded for the year, the employee will be required to repay the District 1/12 of the funded deductible for each month of the calendar year the employee no longer works for the District. For example, if an employee is employed by the District until October then 2/12 of the funded deductible is due back to the District. Repayment will be through payroll deduction if sufficient

funds are available. If sufficient funds are not available through payroll deduction repayment of any balance due will be by check issued to the District by the employee.

b. If a member of the Association is no longer employed by the District at the end of June and the member is eligible to receive health insurance that is at least partially District paid for the months of July and August, then 4/12, or 1/3, of the funded deductible will be required to be repaid to the District. Repayment will be through payroll deduction if sufficient funds are available. If sufficient funds are not available through payroll deduction repayment of any balance due will be by check issued to the District by the employee.

B. The Board will provide MESSA Long Term Disability on the basis of seventy percent (70%) of earned salary for a period of ninety (90) days commencing on the 11th day of continuous disability or the date the teacher's accumulated sick leave is exhausted, whichever occurs later. Benefits will be provided beginning the 91st day at the rate of sixty percent (60%) of earned salary; and will continue up to age 65 and will be provided by a carrier to be chosen by the Board.

1. The foregoing seventy percent (70%) shall be figured on the teacher's daily rate (annual contract divided by the number of teacher days) for the period of disability from the 11th to 90th day of continuous disability. Such payment shall cease when the contract salary, less the thirty percent (30%) deduction for disability days, has been paid.

2. At the time of the last fully paid day, the contract will be paid in full to that date. Upon return, the remaining salary owed will be computed and that total prorated into the remaining pay periods.

3. Should it become necessary to change the Long-Term Disability Insurance carrier, equal insurance coverage shall be provided.

C. For the term of this Agreement, the Board shall provide without cost to the bargaining unit member, term life insurance protection equal to $15,000 which shall be paid to the bargaining unit member's designated beneficiary. The plan shall include accidental death and dismemberment.

Teachers have a thirty (30) day conversion right upon termination of employment. For the life insurance to remain in effect, the teacher must exercise the teacher's right of conversion within thirty (30) days of the teacher's last day of employment by contacting the insurance carrier.

D. The Board shall make payment of insurance premiums for each currently employed teacher to assure insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31. When necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

1. Teachers employed for the full school year on a temporary contract of employment will be eligible for fringe benefits for the full twelve (12) months.

2. Teachers employed less than full time shall have their Board paid insurance contribution prorated accordingly.

3. Insurance benefits will be continued for bargaining unit members who are laid off or who are going on an unpaid leave of absence during the school year for a period not to exceed a total number of calendar days equal to two (2) times the number of teacher work days the teacher was employed in that year.

4. Bargaining unit members who terminate employment with the District during the school year shall have benefits terminated on the first day of the month following termination of employment.

E. The Board shall provide 100% of the premium cost of the following SET (School Employers Trust) ADN Self-funded Dental Plan for the term of this Agreement:

- Basic Services – 50% (after satisfaction of a $25.00 lifetime deductible); 10% Incentive; Major Services Modification included; Annual Calendar Year Maximum of $1,500.00 per participant.

- Orthodontic Rider – 50% (after satisfaction of a $50 lifetime deductible); Lifetime Maximum of $1,500.00 per participant.

- The dental plan is subject to the underwriting rules and regulations of the insurance carrier.

F. The Board shall provide 100% of the premium cost for the bargaining unit member, MESSA Vision Service Plan 2 (VSP 2) for all bargaining unit members and their eligible dependents as defined by MESSA.

G. Employees who waive employer-provided health benefits shall receive a cash payment in lieu of health benefits in the amount of $5,793.60 annually. The total annual amount shall be distributed evenly across the employee's scheduled contract pay periods. Employees who begin or discontinue the waiver of health benefits during the contract year shall receive the payment on a prorated basis.

1. The amount of cash payment received may be applied by the bargaining unit member to a tax-deferred annuity. To elect a tax-deferred annuity, the bargaining unit member shall enter into a salary reduction agreement. Annuity companies shall be limited to those set forth at Article 26, Section H.

2. The program will become effective not more than ninety (90) calendar days from the date of this Agreement. Benefits currently being provided to bargaining unit members shall continue as is until the newly negotiated benefits program is in effect.

3. The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. All cost relating to the implementation and administration of the Section 125 plan under this Article shall be borne by the Employer.

4. All bargaining unit members shall be eligible to participate in the Section 125 plan.

H. The foregoing fringe benefits shall be provided in accordance with the rules and regulations of the respective carriers and as set forth in the Master Contract held by the policyholders.

I. A teacher eligible for Medicare benefits shall notify the Employer within thirty (30) days of the teacher's first eligibility date of the teacher's primary program election. Said notice shall be in writing. The teacher may elect either Medicare or the Employer's plan as the teacher's primary program.

J. Changes in family status shall be reported by the employee to the personnel office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board on the employee's behalf for failure to comply with this paragraph.

K. To be eligible to receive the insurance benefits under this Article. The employee shall comply with any "at work requirements" as defined by the particular insurance carrier.

L. Should any of the above-named insurance carriers be rendered financially incapable of continuing the insurance coverage as provided herein, the parties will negotiate a successor carrier and/or program.

Article 22: Student Discipline and Teacher Protection

A. Since the teacher's authority and effectiveness in the classroom is undermined when students discover that there is not sufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classrooms.

B. It is recognized that discipline problems are less likely to occur in classes which are well organized, well taught, and where a high level of student interest is maintained. Further, it is recognized that when discipline problems do occur, they may most constructively be addressed with encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use force as is necessary only in accordance with state law.

C. A teacher may exclude a pupil from class with the permission of the principal when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as the teacher's teaching obligations will allow, full particulars of the incident. A teacher has the principal's implied consent to send a student to the office at the time of a discipline problem.

D. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of the teacher's rights and obligations with respect to such assault.

E. Time lost by a teacher in connection with any job-related assault by a student shall not be charged against the teacher, provided the teacher has acted in accordance with state law, applicable Board policies and the teacher is not found to be responsible. This means the teacher shall be provided with the time off not charged against the teacher to attend meetings related to the assault, including meetings with the teacher's attorney, police and judicial authorities or to attend court hearings. Further, this means that if the teacher suffers any injury so that Article 9, Section H of this Agreement is applicable, the teacher's accumulated sick leave will not be charged for the first seven (7) days of the compensable injury. However, the teacher's accumulated sick leave shall be charged on a prorated basis pursuant to Article 9, Section I of this Agreement in the event the teacher chooses to exercise the teacher's right to be paid the difference between worker's compensation benefits and the teacher's annual salary.

F. The Board will reimburse teachers for any substantiated loss, damage, or destruction of the teacher's clothing or personal property which is not covered by insurance (excluding the teacher's automobile) and which resulted from an incident as referenced in paragraph D of this Article while on duty on the school premises.

G. After a teacher is involved in an incident with an escalated student, where significant physical contact or vandalism has been reported to the administration, the teacher is entitled to a debriefing with the administration within 48 hours of the incident. This time may be extended depending on the circumstances.

H. Action may be taken upon any complaint by a parent of a student directed toward a teacher and notice thereof may be included in said teacher's personnel file when such matter is reported in writing to the teacher concerned. Any such action shall be in accordance with Sections M and N of Article 3 of this Agreement. Just cause in Section M, Article 3, is still applicable for those bargaining unit members referenced in Article 1C. Further, the teacher shall be entitled to submit a written notation and have same attached to the file copy of such complaint. If any question of breach of professional ethics is involved, the Association shall be notified.

Bold and Italicized language applies only to those bargaining unit members referenced in Article 1C.

Article 23: Grievance Procedure

A. A claim by a teacher or the Association that there has been a violation of any provision of this Agreement, or any rule, order or regulation of the Board, provided such rule, order or regulation conflicts with the terms of this Agreement, may be processed as a grievance as hereinafter provided. Said grievance must be filed in writing within twenty (20) days of the cause of the alleged contract violation.

B. The term "days" as used herein shall mean days on which school is in session except that during the summer months when school is not in session, "days" shall mean Monday through Friday excluding holidays.

C. A written grievance, as required herein, shall contain the following:

1. It shall be signed by the grievant(s);
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsections of this Agreement alleged to have been violated;
5. It shall contain the date of the alleged violation;
6. 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 time limitations hereinafter set forth.

D. If a grievance involves more than one (1) building, it may be filed in writing with the Superintendent or the Superintendent's designee. Should the Superintendent appoint a designee to hear the grievance, such appointment shall not serve to waive the Superintendent's level of the grievance procedure, but shall serve as the first step of the procedure.

E. In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with the teacher's building principal, either personally or accompanied by an Association Representative.

F. If as a result of the informal discussion with the building principal, a grievance still exists, the grievant may invoke the formal grievance procedure on the form set forth in Appendix D which form shall be available from the Association Representative in each building. A copy of the grievance shall be delivered to the building principal.

G. Within ten (10) days of receipt of the grievance, the principal shall meet with the aggrieved party in an effort to resolve the grievance. The principal shall indicate the principal's disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the grievant, the Association and the Superintendent.

H. If the aggrieved party is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) days of such meeting, the grievance shall be transmitted within ten (10) days to the Superintendent. Within ten (10) days thereafter, the Superintendent or the Superintendent's designee shall meet with the grievant on the grievance; shall indicate the Superintendent's disposition of the grievance in writing within five (5) days of such meeting; and shall furnish a copy thereof to the grievant, the principal, and the Association President.

I. If the Association is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. The demand for arbitration shall be filed with the American Arbitration Association within thirty (30) days after disposition by the Superintendent, or if no disposition has been made, within thirty (30) days from the date the Superintendent's disposition was due. A copy of the demand will be served upon the Superintendent by the Association.

1. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Superintendent and the grievant shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that the judgment thereon may be entered in any court of competent jurisdiction.

2. The arbitrator shall have no power to rule upon the termination of services or failure of the Board to re-employ any probationary teacher, except on procedural grounds.

3. The arbitrator shall have no power to rule upon any dispute involving a prohibited subject of bargaining under the Public Employment Relations Act. This does not apply to non-teaching professional staff members as defined by those members of the Association's bargaining unit whose employment is not regulated by the Michigan Teacher Tenure Act, including, but not limited to, school counselors, social workers, psychologists, etc. who are employed directly by the district.

J. The arbitrator shall have no power to rule upon the discharge or demotion of a tenured teacher. It is expressly understood that should a teacher elect to pursue a discharge or demotion through the Tenure Commission (process), the teacher shall forfeit the right to pursue the same matter through arbitration.

K. The cost of the arbitrator shall be borne equally by the parties except that each party shall assume its own cost for representation including any expense of witnesses except as provided in Article 4, Section F of this Agreement.

L. If a probationary teacher for whom a grievance is sustained shall be found to have been unjustly discharged, the teacher shall be reinstated with full reimbursement of all professional compensation lost. If the teacher shall have been found to have been improperly deprived of any professional compensations or advantages, the same or its equivalent in money shall be paid to the teacher unless otherwise determined by the arbitrator.

Bold and Italicized language applies only to those bargaining unit members referenced in Article 1C.

M. The time limits provided in this Article shall be strictly observed but may be extended by written agreements of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the District shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

Article 24: Negotiation Procedure

A. Waiver Clause – Labor

The parties acknowledge that during the negotiations which result 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters 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.

B. Negotiations for a successor Agreement will begin at least ninety (90) calendar days prior to the expiration of this Agreement.

C. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party and each party may select its representatives from within or outside the District. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of the negotiations.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the State Labor Mediation Board or take any other lawful measures it may deem appropriate in the absence of an Agreement between the two (2) parties.

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

Article 25: Miscellaneous Provisions

A. Any individual contract between the Board and a teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract executed thereafter shall be expressly made subject to and consistent with the terms of this or subsequent agreements executed by the parties and any Board policies or administrative guidelines pertaining to prohibited subjects of bargaining. If an individual contract contains any language inconsistent with this Agreement, this Agreement for its duration shall be controlling.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or 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.

C. Copies of this Agreement shall be available on-line (write protected).

D. Should the Board decide to authorize a contract to create, organize or operate a public school academy, the Association shall be notified in writing prior to same becoming organized and/or operational.

Article 26: Payroll Deductions

A. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities with organizations and programs as mutually agreed upon between the Employer and the Association. The organizations and programs will include those who were doing business with the Board as of the beginning of the 2008-2009 school year provided they are willing and satisfy IRS and annuity program requirements. In addition, the Board agrees to allow payroll deduction from bargaining unit member's salaries for MEA Financial Service's long-term care insurance.

B. Bargaining unit members may participate in the Michigan Public School Employees Retirement System (MPSERS) program allowing purchasing of service credit on a tax-deferred basis or repay previously withdrawn contributions on a tax-deferred basis using the payroll deduction processes.

C. Providing it is permissible under Michigan law, and a court of competent jurisdiction rules that the prohibition against public schools collecting union dues under MCLA 423.210 is illegal, the District will resume the collection of such dues within 45 days of the receipt of authorization from individual bargaining unit members to deduct membership dues of the Association and reinstate permissible language from items A through G in Article 26 of the 2012-2013 Master Agreement.

Article 27: Staff Reduction and Recall

A. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce staff, the educational program and curriculum.

B. Before official action on a layoff, reduction of staff, or recall is taken by the Board, it will give notice to the Association of the contemplated reduction or recall and afford the Association an opportunity to discuss it with the Administration. As soon as the names of the unit members to be laid off or recalled are known, a list of such names shall be provided to the Association.

C. Written notice of layoff to the affected unit member(s) and the Association President shall be provided at least thirty (30) calendar days prior to the effective date of the layoff except in cases of emergency.

D. In order to promote an orderly reduction in personnel when the educational program, curriculum, and/or staff is curtailed, the following procedure will be used with the superintendent or designee and the DEA president or designee.

1. Determination Process

<u>1st round of determination:</u>

a. Evaluation and Professional Standards: teacher effectiveness rating (last 3 years), teacher qualifications and certification, and the teacher's disciplinary record.
b. Teacher's length of service (including in and outside of the district) in elementary, middle, and high school levels or subject areas:
    i. Public school years will be used
    ii. Years within the district would count one and half times over the years outside of the district

2nd round of determination:

c. Professional Competence: curriculum and pedagogy (C3 on 5D rubric), relevant special training, relevant accomplishments and contributions, and other non-arbitrary or capricious reasons.

2. Decision-making will center around what is best for students and also include the following information:

   a. Certification and qualification
   b. The time of year
   c. Voluntary movement/offer
   d. Previous displacement
   e. Least disruption to educational programming

3. If the Board and DEA designees are not in agreement after round two, the following two areas will be equally considered to make a final decision.

   a. Seniority
   b. Number of certifications/endorsements

E. In the event of a layoff, the Association and the Employer may mutually agree to allow individual bargaining unit members to waive their rights under this article for the purpose of layoff.

1. Should a bargaining unit member elect to waive the bargaining unit member's rights under this article, such waiver shall not be construed to be a waiver of any other rights under this Agreement including the bargaining unit member's right to be recalled from such layoff. The bargaining unit member shall be recalled only when a vacancy occurs for which the bargaining unit member is certified and qualified.

2. If such an agreement is reached, it will be done so in writing.

3. Such voluntary layoff shall be for a minimum of a full academic year and for full-time positions only. A voluntary layoff may be extended upon mutual agreement between the Board and the bargaining unit member.

F. During a pending reduction in staff, the Employer may grant requests for unpaid leaves of absence.

G. Seniority shall be defined as the number of continuous years of employment in a bargaining unit position. The Employer shall annually develop a list of seniority status. A copy of the seniority list shall be posted in each building during the month of October of each year. The Association shall examine the list, request any revisions, and state the reasons for such revision within fourteen (14) days after the list is posted.

1. The bargaining unit member's seniority date shall be the bargaining unit member's last date of hire and seniority shall accrue with the first day of work.

2. Only members of the bargaining unit shall possess and accrue seniority within the unit. Any teacher who was transferred to a supervisory position and shall later return to a bargaining unit position shall be entitled to retain only that seniority accrued while a member of the unit.

3. Days worked in any extra-curricular activity shall neither accrue seniority nor establish a date of hire.

4. Leaves of absence granted in accordance with the provisions of the Master Agreement shall not constitute an interruption in continuous service. Teachers on such leaves of absence shall continue to accrue seniority.

5. A bargaining unit member, who works less than full time, but on a regular basis, shall accrue seniority as if the bargaining unit member were employed full time.

6. A bargaining unit member who has been laid off, whether in full or in part, shall accrue seniority as if the bargaining unit member were employed full time. This provision shall not operate to cause the bargaining unit member to advance on the salary schedule.

7. Salary schedule credit for outside teaching experience in other school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.

8. In case of a tie in seniority, the following shall be used in the order listed to break ties:

    a. Total teaching experience
    b. Most advanced degree held
    c. Semester hours beyond a degree

H. Bargaining unit members shall be recalled using Article 27 D for a period of two (2) years from the effective date of layoff.

1. It shall be the responsibility of the bargaining unit member to notify the Board of any change of address and any change of status as it relates to being considered for recall.

2. The Notice of Recall shall be certified, return receipt mail. A unit member shall indicate acceptance of recall by certified mail to the Superintendent within fifteen (15) calendar days from the postmarked date of Notice of Recall. Should the Association member on layoff decline the assignment in the Notice of Recall, their rights to recall are terminated unless:

    a. The recall is to a position with less hours than the position the Association member held at the time of layoff.
    b. The Association member is under contract with another Michigan Public School District at the time of recall.

3. For purposes of this section, a vacancy shall be as defined in Article 8, Section A.

I. Any unit member who is employed in a position other than as a classroom teacher shall not have tenure in such position, but upon satisfactory completion of the probationary period, all certified personnel holding such positions will be granted tenure as a teacher in compliance with the Michigan Teacher Tenure Act.

J. The individual contract, executed between each teacher and the Employer, is subject to the terms and conditions of this Agreement and all board policies and administrative guidelines. It is specifically agreed that this Article takes precedence over and shall govern the individual contract. The individual contract is expressly conditioned upon this Article.

Article 28: Job Sharing

A. Job sharing shall be defined as two (2) teachers sharing one (1) full-time position.

B. Agreements to job share shall be voluntary. Upon the recommendation of the building Principal(s), agreements to job share shall be submitted to the Superintendent for approval. Job sharing shall commit the teachers and Board to not more than one (1) school year. At the end of the original assignment and by mutual agreement among the teachers, Principal and Superintendent, the job-sharing assignments may be renewed. If the job-sharing assignment is not renewed, Administrative Guideline 3120.10 will be followed.

C. The shared-time positions are for a full year. If a full-time position opens during the school year, it may be filled by a teacher in a shared assignment subject to the provisions in Article 8 and upon the approval of the Superintendent. In order to establish a shared job assignment, the teachers involved shall file the application set forth in Appendix G which is incorporated as a part of this Agreement.

D. The assignment shall become final on mutual agreement of the teachers, Principal(s) and Superintendent after completion of such plans as per application form. If teachers in a shared assignment substitute in each other's absence, they shall be paid at the rate set forth at Article 18, Section F if they substitute in the shared position at the request of the administration.

E. Seniority shall accrue as if the teachers were employed full time. Teachers in a shared time assignment will be paid a prorated share of salary which reflects the fraction of time the position is shared and as provided in the salary schedule of the Master Agreement.

F. Fringe benefits shall be in accordance with fringe benefits for part-time teachers. Sick leave and preparation time shall be granted on a prorated basis.

G. Teachers in a job-sharing assignment shall participate in meetings, conferences and activities on the same basis as is required of full-time teachers Article 29: Duration of Agreement.

This Agreement shall be effective as of August 30, 2026 and shall continue in effect through August 29, 2028.

FOR THE ASSOCIATION:

By President:

By Secretary:

By Negotiator Chairperson:

By Negotiator:

By Trustee:

By Trustee:

Bargaining Team: Rebecca Griffes, Doretta Arambula, John Langstaff, Allison Shaler, Erin Larson, Jeremy Beck, Katie Nolen and Kelly Brown

FOR THE BOARD OF EDUCATION:

By President:

By Vice President:

By Secretary:

By Treasurer:

By Trustee:

Bargaining Team: Kevin Robydek, Rob Spagnuolo, Brian Doepker, Kelly Corbett and Linda Reha.

Appendix A: Salary Schedule

2026-27

2026-27	BA	BA+20	MA/BA+35	MA+30
1	N/A	N/A	N/A	N/A
2	48,316	50,581	53,223	55,868
3	50,531	52,921	55,834	58,613
4	52,850	55,371	58,573	61,495
5	55,276	57,934	61,445	64,520
6	57,809	60,615	64,458	67,695
7	60,463	63,422	67,620	71,025
8	63,235	66,356	70,935	74,516
9	66,137	69,428	74,418	78,182
10	69,170	72,640	78,066	82,026
11	72,340	76,001	81,895	86,059
12	75,418	79,170	85,210	89,478
13	78,291	82,159	88,391	92,792

For the 2026-27 year, when the October 2026 student count is certified:

If the total blended student FTE is between 3,094 and 3,100, an additional .25% will be added to the salary schedule.

If the total blended student FTE is between 3,101 and 3,105, an additional .5% will be added to the salary schedule.

If the total blended student FTE is between 3,106 and 3,110, an additional .75% will be added to the salary.

If the total blended student FTE is greater than 3,110, an additional 1.0% will be added to the salary schedule.

Any increases to the salary schedule based upon enrollment, as noted above, shall be given as a lump sum payment in June, 2027.

Only thirty-two (32) semester hours of credit earned prior to September 1, 1995 may be applied toward the MA/BA+35 salary schedule.

BA+20, MA/BA+35, and MA+30 – Semester hours must be in an approved (by the college or university) course of study leading toward an advanced degree in education or related fields at an accredited college or university, or semester hours approved and/or suggested by the Superintendent. All hours completed as of September 1, 1983 are considered acceptable.

Teachers receiving their MA degree or qualifying for the BA+20, MA/BA+35 or MA+30 salary schedule will be placed on the new schedule only at the beginning of the year or at the beginning of the second semester.

Teachers will receive credit on the salary schedule for one (1) year of experience if they work one-half (1/2) of a school year. Teachers will receive credit on the salary schedule for one-half (1/2) year of experience if they work the equivalent of one-half of a semester or more. No credit will be given if a teacher works less than one-quarter (1/4) of a school year.

Hourly rate of compensation for the loss of a planning period as set forth in Article 18 (F) shall be $43.27 for the 2026-2027 school year.

Hourly rate of compensation for those who have special teaching assignments as set forth in Article 19 shall be $31.07 for the 2026-2027 school year.

2027-28

2027-28	BA	BA+20	MA/BA+35	MA+30
1	N/A	N/A	N/A	N/A
2	49,282	51,593	54,287	56,985
3	51,542	53,979	56,951	59,785
4	53,907	56,478	59,744	62,725
5	56,382	59,093	62,674	65,810
6	58,965	61,827	65,747	69,049
7	61,672	64,690	68,972	72,446
8	64,500	67,683	72,354	76,006
9	67,460	70,817	75,906	79,746
10	70,553	74,093	79,627	83,667
11	73,787	77,521	83,533	87,780
12	76,926	80,753	86,914	91,268
13	80,265	84,210	90,567	95,056

For the 2027-28 year, when the 2027-28 School Aid Budget is finalized:

If the per-pupil foundation is between $250 and $275 higher than the 2026-27 per-pupil foundation amount, an additional .25% will be added to the salary schedule.

If the per-pupil foundation is between $276 and $300 higher than the 2026-27 per-pupil foundation amount, an additional .5% will be added to the salary schedule, with .25% on-schedule that will continue beyond the 2027-28 year and .25% off-schedule that will not continue beyond the 2027-28 year.

If the per-pupil foundation is between $301 and $325 higher than the 2026-27 per-pupil foundation amount, an additional .75% will be added to the salary schedule, with .5% on-schedule that will continue beyond the 2027-28 year and .25% off-schedule that will not continue beyond the 2027-28 year.

If the per-pupil foundation is greater than $325 compared to the 2026-27 per-pupil foundation amount, an additional 1.0% will be added to the salary schedule, with .5% on-schedule that will continue beyond the 2027-28 year and .5% off-schedule that will not continue beyond the 2027-28 year.

Any increase to the salary schedule based upon per-pupil foundation increases, as noted above, shall be given as a lump sum payment in June, 2028; however, if the School Aid Budget is finalized by August 1, 2027 any increases based upon the per-pupil foundation will be incorporated into the bi-weekly pay schedule.

If the General Fund fund balance is greater than 16% after the June 30, 2028 financial statement audit is approved by the Board, each bargaining unit member will receive an off-schedule payment of $900.

If the General Fund fund balance is greater than 17% after the June 30, 2028 financial statement audit is approved by the Board, each bargaining unit member will receive an off-schedule payment of $1,800.

Only thirty-two (32) semester hours of credit earned prior to September 1, 1995 may be applied toward the MA/BA+35 salary schedule.

BA+20, MA/BA+35, and MA+30 – Semester hours must be in an approved (by the college or university) course of study leading toward an advanced degree in education or related fields at an accredited college or university, or semester hours approved and/or suggested by the Superintendent. All hours completed as of September 1, 1983 are considered acceptable.

Teachers receiving their MA degree or qualifying for the BA+20, MA/BA+35 or MA+30 salary schedule will be placed on the new schedule only at the beginning of the year or at the beginning of the second semester.

Teachers will receive credit on the salary schedule for one (1) year of experience if they work one-half (1/2) of a school year. Teachers will receive credit on the salary schedule for one-half (1/2) year of experience if they work the equivalent of one-half of a semester or more. No credit will be given if a teacher works less than one-quarter (1/4) of a school year.

Hourly rate of compensation for the loss of a planning period as set forth in Article 18 (F) shall be $44.14 for the 2027-2028 school year.

Hourly rate of compensation for those who have special teaching assignments as set forth in Article 19 shall be $31.69 for the 2027-2028 school year.

Appendix B: Extra Duty Salary Schedule

Group AA = 11.0%

Head Boys Basketball (1)
Head Girls Basketball (1)
Head Football (1)
H.S. Band (1)

Group A = 9.5%

Head Baseball (1)
Head Softball (1)
Head Boys Swimming (1)
Head Girls Swimming (1)
Head Wrestling (1)
Head Track (1)

Group BB = 8.0%

Head Boys Soccer (1)
Head Girls Soccer (1)
Head Volleyball (1)
+Head Boys Lacrosse (1)
+Head Girls Lacrosse (1)
+ Denotes a club sport. Pay for club sport coaches is dependent upon adequate funding by the district.

Group B = 7.5%

J.V. Girls Basketball (1)
J.V. Boys Basketball (1)
9th Grade Girls Basketball (1)
9th Grade Boys Basketball (1)
Assistant Football (7)

Group CC = 7.0%

Head Competitive Cheer (1)
Boys Golf (1)
Girls Golf (1)
Head Boys Tennis (1)
Head Girls Tennis (1)
Head Boys Cross Country (1)
Head Girls Cross Country (1)
Assistant Track (4)
Head Hockey

Group C = 6.5%

Head Sideline Cheer (1)
J.V. Baseball (1)

J.V. Softball (1)
Assistant Boys Swimming (1)
Assistant Girls Swimming (1)
Assistant Wrestling (2)
Assistant Boys Basketball (1)
Assistant Girls Basketball (1)
Assistant Volleyball (1)
Assistant Baseball (1)
Assistant Softball (1)
Assistant Boys Soccer (1)
Assistant Girls Soccer (1)

Group D = 6.0%

J.V. Boys Soccer (1)
J.V. Girls Soccer (1)
J.V. Volleyball (1)
J.V. Boys Tennis (1)
J.V. Girls Tennis (1)
J.V. Boys Golf
Assistant Hockey (1)
Assistant Boys Lacrosse (1)
Assistant Girls Lacrosse (1)
Assistant Boys Cross Country (1)
Assistant Girls Cross Country (1)
H.S. Yearbook (1)
+J.V. Boys Lacrosse (1)
+J.V. Girls Lacrosse (1)
+ Denotes a club sport. Pay for club sport coaches is dependent upon adequate funding by the district.

Group E = 5.5%

Boys 7th Grade Basketball (1)
Girls 7th Grade Basketball (1)
Boys 8th Grade Basketball (1)
Girls 8th Grade Basketball (1)
9th Grade Volleyball (1)
H.S. Student Government (1)

Group F = 5.0%

7^{th}-8^{th} Volleyball (2)
M.S. Head Wrestling (1)
7^{th}-8^{th} Head Track (1)
M.S. Head Cross Country Boys and Girls (1)
H.S. Musical (1)
M.S. Japanese Exchange Coordinator (1)
Marching Band Assistant (2)
J.V. Competitive Cheer (1)
J.V. Sideline Cheer (1)

Group G = 3.75%

H.S. National Honor Society (1)
H.S. Class Advisor (4)
FCCLA (1)
7th-8th Assistant Track (4)
M.S. Wrestling Assistant (1)
7th Camp Director (2)
8th Grade Out of State Trip Coordinator (1)
M.S. Student Council (1)
M.S. Yearbook (1)
Elementary Student Council (2)
BPA (1)
Robotics Team (1)
Quiz Bowl (1)
M.S. Future Cities (1)
+Head Boys Bowling (1)
+Head Girls Bowling (1)
+ Denotes a club sport. Pay for club sport coaches is dependent upon adequate funding by the district.

Group H = 2.5%

M.S. P.A.L.S. (1)
M.S. Musical (1)
H.S. Choral (1)
H.S. Spring Play (1)
H.S. Winter Play (1)
H.S. Musical (2)
Prom Coordinator (1)
M.S. Assistant Cross Country (3)
Boys 7th Grade Basketball Assistant (1)
Girls 7th Grade Basketball Assistant (1)
Boys 8th Grade Basketball Assistant (1)
Girls 8th Grade Basketball Assistant (1)
7th Grade Volleyball Assistant (1)
8th Grade Volleyball Assistant (1)
8th Grade Trip Coordinator

Program Coaches Track and Wrestling (added to respective group) (2)

Group I = 2.0%

M.S. Choral (1)
M.S. Robotics (1)
Elementary Choral (1)

Group J = 1.5%

H.S. Summer Band Camp (1)
M.S. Band (3)
Graduation Coordinator (1)

Group K = 1.0%

7th Grade Camp (12)
M.S. Drama (2)
H.S. Clubs (20)
M.S. Clubs (12)
K-5 Clubs (10)

Regulations Governing Placement of Salary Schedule for Appendix B.

Percentages apply to the BA Salary Schedule, Steps 1 through 13, as outlined in Appendix A of this Agreement with the appropriate step based on years of experience in the activity.

I.M. Allowances (if reinstated) will be computed using BA, Step 11. Full credit for experience will be given on the salary schedule for the same or a related position.

For compensation purposes no more than one (1) year of experience can be granted in a given sport in a school year, and only when the individual was paid under contract from a school district in that sport.

It is understood that the percentages assigned for the positions not filled will not be used under terms of this Agreement.

It is expressly understood that the employment of persons to fill the extra-curricular positions lies within the discretion of the Board.

Coaches in Groups AA to C shall be paid an experience award of Two Hundred Dollars ($200) beginning with the fifteenth (15th) year of service in a specific sport in DeWitt Public Schools. Experience in a different sport or in a different school district shall not count.

If a S.A.P. group facilitator uses the facilitator's regularly scheduled preparation period to facilitate in a S.A.P. group, the facilitator will be given an equivalent amount of personal leave not to exceed one (1) day in any school year.

Appendix C: Calendar

2026-2027 DeWitt Public Schools Calendar

Monday, August 17 ..... Gr 9-12 Open House

Tuesday, August 18 ..... Gr 2-3, Gr 4-5 Open Houses

Wednesday, August 19 .....Gr K-1, Gr 6-8 Open Houses

Monday, August 24 .....First Day of Classes, ½ Day of School (AM) Gr K-12, Teacher CLT Day (PM) Gr K-12

Tuesday, August 25 ..... Full day Gr 1-12; ½ Day of School (AM) Kindergarten

Friday, September 4 & Monday, September 7 ..... No School, Labor Day Weekend

Wednesday, September 23……..½ Day of School (AM) Gr K-12; Teacher CLT Day (PM) Gr K-12

Thursday, September 24 .....Gr 6-8, Gr 9-12 Evening Conferences

Monday, October 12…… No School, Gr K-12

Friday, October 23 ……½ Day of School (AM) Gr 6-12;Teacher Record Day (PM) Gr 6-12

End of 1st 9 Weeks

Wednesday, October 28..... ½ Day of School (AM) Gr K-12; Teacher CLT Day (PM) Gr K-12

Tuesday, November 10……..…….. Gr K-1 Evening Conferences

Wednesday, November 11……..…… Gr 2-3, Gr 4-5 Evening Conferences

Thursday, November 12..... Gr K-1, Gr 2-3, Gr 4-5 Evening Conferences

Friday, November 13.....½ Day of School (AM) Gr K-5; Teacher Record Day (PM) Gr K-5

End of 1st Trimester

Wednesday, November 18 ……..½ Day of School (AM) Gr K-12; Teacher CLT Day (PM) Gr K-12

Wednesday/Thursday/Friday, November 25, 26 & 27..... No School, Gr K-12, Thanksgiving Recess

Thursday, December 3…….Gr 6-8, Gr 9-12 Evening Conferences

Friday, December 18.....Winter Break Begins at End of Day, Gr K-12

Monday, January 4..... Classes Resume

Thursday, January 14..... ½ Day of School for Exams (AM) Gr 9-12; Teacher Record Day (PM) Gr 9-12

Friday, January 15..½ Day of School (AM) Gr 6-12; Exams (AM) Gr 9-12; Teacher Record Day (PM) Gr 6-12

Gr 6-12 End of 1st Semester

Monday, January 18..... No School, Martin Luther King Day

Wednesday, January 27……... ½ Day of School (AM) Gr K-12; Teacher CLT Day (PM) Gr K-12

Monday, February 15 .....No School, Presidents Day

Tuesday, February 16……. No School, Gr K-12; Teacher Professional Development Day

Thursday, February 18…… Gr 6-8, Gr 9-12 Evening Conferences

Wednesday, March 3……..…….…. Gr 2-3, Gr 4-5 Evening Conferences

Thursday, March 4 …….. Gr 2-3, Gr 4-5 Evening Conferences

Friday, March 5…….……½ Day of School (AM) Gr K-5; Teacher Record Day (PM) Gr K-5

Gr K-5 End of 2nd Trimester

Tuesday, March 16……..Gr K-1 Evening Conferences

Thursday, March 18 ……Gr K-1 Evening Conferences

Thursday, March 25 .....½ Day of School (AM) Gr K-12

End of 3rd 9 Weeks

Friday, March 26 ..... No School, Gr K-12

Monday, March 29.....Spring Break Recess Week

Monday, April 5 ..... Classes Resume

Friday, April 9…….……½ Day of School (AM) Gr K-1

Wednesday, April 21……..…½ Day of School (AM) Gr K-12; Teacher CLT Day (PM) Gr K-12

Thursday, April 29 .....Gr 6-8 Evening Conferences

Wednesday, May 19..... ½ Day of School (AM) Gr K-12; Teacher CLT Day (PM) Gr K-12

Monday, May 31.....No School, Memorial Day

Thursday, June 3..... ½ Day of School (AM) Gr 9-12; Teacher Record Day (PM) Gr 9-12

Friday, June 4..... Last Day of Classes*****, ½ Day of School (AM) Gr K-12; Teacher Record Day (PM) Gr K-12

Provided no make-up days

2027-2028 DeWitt Public Schools Calendar**

Monday, August 16……..Gr 9-12 Open House

Tuesday, August 17 .....Gr K-1, Gr 4-5 Open Houses

Wednesday, August 18 ..... Gr 2-3, Gr 6-8 Open Houses

Monday, August 23 .....First Day of Classes, ½ Day of School (AM) Gr K-12, Teacher CLT Day (PM) Gr K-12

Tuesday, August 24 ..... Full day Gr 1-12; ½ Day of School (AM) Kindergarten

Friday, September 3 & Monday, September 6 ..... No School, Labor Day Weekend

Wednesday, September 22……..½ Day of School (AM) Gr K-12; Teacher CLT Day (PM) Gr K-12

Thursday, September 23 .....Gr 6-8, Gr 9-12 Evening Conferences

Friday, October 22 ……½ Day of School (AM) Gr K-12;Teacher Record Day (PM) Gr 6-12; End of 1st 9 Weeks

Wednesday, October 27..... ½ Day of School (AM) Gr K-12; Teacher CLT Day (PM) Gr K-12

Tuesday, November 9…….. Gr K-1 Evening Conferences

Wednesday, November 10…… Gr 2-3, Gr 4-5 Evening Conferences

Thursday, November 11..... Gr K-1, Gr 2-3, Gr 4-5 Evening Conferences

Friday, November 12.....½ Day of School (AM) Gr K-5; Teacher Record Day (PM) Gr K-5 End of 1st Trimester

Wednesday, November 17 ……..½ Day of School (AM) Gr K-12; Teacher CLT Day (PM) Gr K-12

Wednesday/Thursday/Friday, November 24, 25 & 26..... No School, K-12, Thanksgiving Recess

Thursday, December 2…….Gr 6-8, Gr 9-12 Evening Conferences

Friday, December 17.....Winter Break Begins at End of Day, Gr K-12

Monday, January 3..... Classes Resume

Thursday, January 13..... ½ Day of School for Exams (AM) Gr 9-12; Teacher Record Day (PM) Gr 9-12

Friday, January 14..... ½ Day of School for Exams (AM) Gr 9-12; Teacher Record Day (PM) Gr 6-12 Gr 6-12 End of 1st Semester

Monday, January 17..... No School, Martin Luther King Day

Wednesday, January 26…….. ½ Day of School (AM) Gr K-12; Teacher CLT Day (PM) Gr K-12

Thursday, February 17 ……Gr 6-8, Gr 9-12 Evening Conferences

Monday, February 21 .....No School, Presidents Day

Tuesday, February 22……. No School, Gr K-12; Teacher Professional Development Day

Wednesday, March 1……..……..…. Gr 2-3, Gr 4-5 Evening Conferences

Thursday, March 2 …….. Gr 2-3, Gr 4-5 Evening Conferences

Friday, March 3……..……½ Day of School (AM) Gr K-5; Teacher Record Day (PM) Gr K-5

Gr K-5 End of 2nd Trimester

Tuesday, March 14……..Gr K-1 Evening Conferences

Thursday, March 16 ……Gr K-1 Evening Conferences

Thursday, March 23 .....½ Day of School (AM) Gr K-12

End of 3rd 9 Weeks

Friday, March 24 ..... No School, Gr K-12

Monday, March 27.....Spring Break Recess Week

Monday, April 3 ..... Classes Resume

Friday, April 7……..……½ Day of School (AM) Gr K-1

Wednesday, April 19……..…½ Day of School (AM) Gr K-12; Teacher CLT Day (PM) Gr K-12

Thursday, April 27 .....Gr 6-8 Evening Conferences

Wednesday, May 17..... ½ Day of School (AM) Gr K-12; Teacher CLT Day (PM) Gr K-12

Monday, May 29.....No School, Memorial Day

Thursday, June 1..... ½ Day of School (AM) Gr 9-12; Teacher Record Day (PM) Gr 9-12

Friday, June 2..... Last Day of Classes*****, ½ Day of School (AM) Gr K-12; Teacher Record Day (PM) Gr K-12

Provided no make-up days* *Pending MDE Professional Development Approval Process*

Appendix D: Grievance Report Form

Grievance #

DeWitt Public Schools

GRIEVANCE REPORT

Distribution of Form: (1) Superintendent; (2) Principal [Submit to Principal in Duplicate]; (3) Association; (4) Teacher

Building:

Assignment:

Name of Grievant:

Date Filed:

STEP 1

A. Date the cause of grievance occurred:

B. Statement of grievance:

C. Relief Sought:

Signature:

Date:

Disposition by Principal:

Signature:

Date:

Position of Grievant and/or the Association:

Signature:

Date:

If additional space is needed in reporting section, B, C, D, or E, of Step I, attach an additional sheet.

STEP 2

A. Date received by Superintendent or Designee:

B. Disposition of Superintendent or Designee:

Signature:

Date:

Position of Grievant and/or the Association:

Signature:

Date:

STEP 3

Date Submitted to Arbitration:

Disposition and Award of Arbitrator:

Appendix E: Individual Agreement Form

The undersigned hereby agrees to waive seniority for the purpose of the DeWitt Public Schools impending institution of a layoff under this Agreement. The waiver is given, however, without prejudice to the assertion of seniority for all other purposes under this Agreement, including recall rights and other contractual privileges or benefits conferred through the Master Agreement.

Signature Bargaining Unit Member:

Date:

Signature Association Representative:

Date:

Signature Superintendent:

Date:

APPENDIX F: Teacher Evaluation Documents

Student data, including relevant student growth and assessment data, as defined by revised school code MCL 1249, will be determined in collaboration with the building administration and teacher at the beginning of each school year. The chart below collects possible data that can be used if both parties agree. Data should be rigorous, comparable across schools, meaningful, and deliberate for teacher and student growth.

Data/Building Grade and Notes	**Options**	**Additional special education**
K-5	Universal Reading Screener, NWEA Core Curricular Assessments (i.e. Engage NY, Wonders) Student Learning Objectives: Pre/Post Tests, Performance-based, rubric, Illuminate Inspect Bank	IEP Goals & Objectives
6-8	NWEA Student Learning Objectives: Pre/Post Tests, Performance-based, rubric, Illuminate Inspect Bank Core Curricular Assessments (i.e. Engage NY)	IEP Goals & Objectives
9-12	Student Learning Objectives: Pre/Post Tests, Performance-based, rubric, Illuminate Inspect Bank Core Curricular Assessments	IEP Goals & Objectives Mi-Access Woodcock-Johnson Easy CBM

The teacher and administrator need to agree on two or more data types to determine and measure goals.

The goals should be rigorous, include benchmarks, progress monitoring, and/or formative assessments, and be tied into larger, year-long building goal areas.

Student growth data should focus on at least 25-30 students (or for sp. ed. their caseloads or students serviced); student groupings could include any of the following:

- A classroom
- A subgroup based on an area (attendance, behavior, special education, “bubble” students, ethnicity, etc.)
- Other sets of students are collaboratively determined by the teacher and administrator
- Students will be counted as reaching their goals if they either reach their growth goal or reach grade-level proficiency.

Student growth language from MCL 1249: Student growth must be measured using multiple measures that may include student learning objectives, achievement of individualized education program goals, nationally normed or locally developed assessments that are aligned to state standards, research-based growth measures, or alternative assessments that are rigorous and comparable across schools within the school district, intermediate school district, or public school academy.

Definition of Student Learning Objectives SLO:

An SLO is a measure of a teacher’s impact on student learning within a given interval of instruction. **An SLO is a measurable, long-term academic goal informed by available data that a teacher or teacher team sets at the beginning of the year for all students or for subgroups of students.** The teacher(s) and students work toward the SLO growth targets throughout the year and use interim, benchmark and formative assessments to assess progress toward the goal. At the end of the year, the teacher(s) meet with a principal or building team to discuss the attainment of the SLO and determine the teacher’s impact on student achievement learning.

Other things to consider:

- If a teacher teaches core classes, this will be the area of focus rather than electives.
- If a teacher teaches multiple cores, data will be chosen that corresponds with district and building-level goals
- NWEA growth guidance?
- May vary depending on district curriculum, goals, and options
- Data should be disaggregated (to understand subgroups and outliers can be examined)
- Simple growth measure for pre/post tests: half the distance to the goal

APPENDIX F:

Student Growth Calculations

Student Data Chart Options

Percent Students Met Growth Goal/Meet or Exceed Target

NWEA	**SLO**	**Rating Score**
Not Met <20	Not Met <30	1
Nearly Met 20-39	Nearly Met 30-49	2
Met 40-59	Met 50-79	3
Exceeded 60 +	Exceeded 80+	4

Two mutually agreed upon data sources will be used at 50% each.

Self-contained classroom teachers will choose one source for math and one for reading.

Overall Rating Guide

	5D+ Instructional Framework = 80% of Overall Rating				
		Unsatisfactory	**Basic**	**Proficient**	**Distinguished**
Student Growth =20% of Overall Rating	Not Met	Unsatisfactory	Basic	Proficient	Proficient
	Nearly Met	Unsatisfactory	Basic	Proficient	Distinguished
	Met	Unsatisfactory	Basic	Proficient	Distinguished
	Exceeds	Basic	Basic	Proficient	Distinguished

Teacher Effectiveness Rating

Effectiveness Rating	**Scale**
Effective	3.5-4.0
	2.5-3.49
Developing	1.5-2.49
Needing Support	0.0-1.49

APPENDIX G: Application for Job Sharing

Deadline for Application: May 1

Teacher's Name: _____ Current Assignment: _____

Teacher's Name: _____ Current Assignment: _____

Applying to share what full time assignment:
To be considered for sharing this job, it will be necessary for the two (2) teachers to complete, in detail, the following topics: (If additional space is required for answers, use other paper and attach it to this request.)

An outline of which teacher would be responsible for the class on which days. Generally, one teacher might work mornings and the other afternoons.

A description of how the teaching responsibilities would be divided.

A description of how other responsibilities of the position would be met, such as faculty meetings, parent conferences, evening activities, and in-service training.

A description of the plan that would be used for communicating with parents to inform them of the program at the beginning of the year.

A description of the process which would be used for communicating with the building administrator and other staff members throughout the year.

A description of how the job-sharing arrangement would be introduced to the students so as to provide for consistent classroom procedures, expectations, and discipline.

A description of which teacher would retain the classroom in the event the job sharing is not repeated the following year.

A description of how the team expects to evaluate the effectiveness and success of the job-sharing team.

After the above areas have been addressed, the application is to be presented to the building administrator for review and recommendation. This review is to ensure the effectiveness of the job sharing in the participating building.

By: _____ Date: _____
Signature of Teacher

By: _____ Date: _____
Signature of Teacher

By: _____ Date: _____
Signature of Building Administrator

By: _____ Date: _____
Signature of Superintendent

NOTE: The official form may be obtained at the Superintendent's office.

APPENDIX H: Student and Teacher Schedules

As per Article 4, section A, the following times have been established for the 2026-27 and 2027-28 school years.

DeWitt Public Schools Start & End Times:

SCHAVEY ROAD – Start: 8:30 a.m.
SCHAVEY ROAD – End: 3:20 p.m.

SCOTT – Start: 8:30 a.m.
SCOTT – End: 3:20 p.m.

HERBISON WOODS – Start: 8:40 a.m.
HERBISON WOODS – End: 3:30 p.m.

DEWITT MIDDLE SCHOOL – Start: 7:40 a.m.
DEWITT MIDDLE SCHOOL – End: 2:30 p.m.

DEWITT HIGH SCHOOL – Start: 7:30 a.m.
DEWITT HIGH SCHOOL – End: 2:25 p.m.

Half Day:

SCHAVEY ROAD – Start: 8:30 a.m.
SCHAVEY ROAD – End: 11:42 a.m.

SCOTT – Start: 8:30 a.m.
SCOTT – End: 11:42 a.m.

HERBISON WOODS – Start: 8:40 a.m.
HERBISON WOODS – End: 11:52 a.m.

DEWITT MIDDLE SCHOOL – Start: 7:40 a.m.
DEWITT MIDDLE SCHOOL – End: 10:52 a.m.

DEWITT HIGH SCHOOL – Start: 7:30 a.m.
DEWITT HIGH SCHOOL – End: 10:42 a.m.

Teachers will report to their work station 10 minutes prior to students' start time and remain 10 minutes after the end of the students' day.

On Fridays or days preceding holidays or vacations, teachers may leave at the end of the students' day.

These times may be revised as needed by an Administration and Association committee.

APPENDIX I: Class Size Relief Form

Teacher's Name: (please print)

Date:

Building:

Current Assignment:

A. State which grade or class(es) are over limit:

B. Suggested relief sought:

Supplies, materials, and/or technology:

Compensation, net of associated payroll taxes:

Assistant Superintendent:

Date Received:

District Representative:

Date of meeting:

Association Representative:

Date of meeting:

C. Recommendations by relief committee:

Superintendent:

Date Received:

D. Action taken by Superintendent:

Superintendent:

Date Received:

APPENDIX J: Compensation for Temporary Extra Duty

Teacher’s Name:

Date:

Building:

Current Assignment:

Description of temporary extra duty. Be as specific as possible:

Date by which extra duty is to be completed:

Pre-approved maximum number of hours of compensation:

If at any time it looks like the task can't be completed during the pre-approved maximum number of hours, then a discussion with the supervisor should take place regarding how to proceed.

Compensation will be at the rate of ($ *amount*) per hour as set forth under "special teaching assignments" in Appendix A of the Master Agreement.

Signature of Teacher:

Date:

Signature of Supervisor:

Date:

Has a copy of this form been submitted to the Association Building Representative before commencing work?

Has a copy of this form been submitted to the Assistant Superintendent before commencing work?

Date of Extra Duty Work:

Hours Spent on Extra Duty Work:

Total number of hours spent on extra duty:

Signature of Teacher:

Date:

LETTER OF AGREEMENT

LETTER OF AGREEMENT
between the
DeWitt Board of Education
and the
Ingham Clinton Education Association, MEA/NEA

Upon ratification by the undersigned parties, the conditions which follow shall govern the participation of the Board and the Association in any and all plans, programs or projects included in the terms site-based decision making, building-based decision making, site-based management, site-based budgeting, participatory management, school improvement or other similar descriptions.

The terms and conditions of the collective bargaining agreement between the Board and Association will govern with respect to wages, hours and other conditions of employment. No plan, program or project within the activity cited in paragraph A shall be in conflict with or interpreted to supersede the terms of the collective bargaining agreement between the Board and the Association absent written mutual agreement and ratification by the parties.

To the extent any proposed plan, program or project within the activities cited in paragraph A conflicts with the terms of the collective bargaining agreement between the Board and Association, the identified provisions will be subject to re-negotiation at the request of the Board.

Any participation in the activities cited in paragraph A which are outside the normal work day shall be voluntary. The normal work day is recognized to include meetings permitted by the Master Agreement.

The terms and conditions of this Agreement are subject to the expressed written provisions of the grievance procedure as set forth in the collective bargaining agreement between the Board and the Association.

This Agreement is subject to the collective bargaining procedures of the undersigned parties. Upon ratification of this Agreement by the respective parties, same shall be incorporated into the collective bargaining agreement between them.

DEWITT BOARD OF EDUCATION

Date:

By:

Its:

INGHAM CLINTON EDUCATION ASSOCIATION, MEA/NEA

Date:

By:

Its:

LETTER OF AGREEMENT

LETTER OF AGREEMENT
between the
DeWitt Board of Education
and the
Ingham Clinton Education Association, MEA/NEA

Because the Board of Education finds it convenient from time to time to offer additional work beyond full time to members of the association the parties make the following agreement.

1. Whenever the Board finds it appropriate to offer such additional work, the Association will be notified and consulted prior to any assignment of such work.

2. The Association and Board shall mutually decide whether the additional work should be posted. Should the parties not be able to reach agreement, the position will be posted.

3. No association member shall be required to accept work in excess of full-time employment.

4. All additional work shall be paid pro rata as provided in the Master Agreement.

For the Board of Education:

By:

Date:

For the Association:

By:

Date:

LETTER OF AGREEMENT

LETTER OF AGREEMENT
between the
DeWitt Board of Education
and the
Ingham Clinton Education Association, MEA/NEA

In the event there is a change in state law pertaining to student instruction time or days of student instruction:

1. Article 4, Section B shall be changed so that the normal weekly teaching load at elementary schools reverts to the twenty-five (25) hours and fifty-five (55) minutes of pupil contact time per week maximum provided for in the 2005-2008 Master agreement and two (2) days of instruction shall be added.

2. If time or days in addition to that provided in paragraph (1) above are required to satisfy the change in state law or receive full state aid, the Master Agreement shall be re-opened and the changes needed to satisfy the law and receive full state aid shall be made. The parties agree to bargain the impact of such changes on the bargaining unit members' wages, hours, and/or terms and conditions of employment.

Dewitt Board of Education:

By:

Date:

Dewitt Education Association:

By:

Date:

LETTER OF AGREEMENT

LETTER OF AGREEMENT
between the
DeWitt Board of Education
and the
Ingham Clinton Education Association, MEA/NEA

THIS AGREEMENT is by and between the DeWitt Board of Education (hereinafter referred to as the "Board") and Ingham Clinton Education Association, MEA/NEA (hereinafter referred to as the "Association"). And for this Letter of Agreement, the parties agree as follows:

The undersigned parties hereby agree to the following for the 2023-2024 through the 2026-2027 school years:

In the event that a teacher does not have access to their classroom ten (10) calendar days prior to the student's first day of school, due to construction, the teacher shall receive up to two (2) days' pay at the daily substitute teacher rate or, at the teacher's option, the teacher shall receive one (1) day of compensatory time in the following school year.

This agreement shall not be deemed precedent setting and cannot be relied upon by either party as basis for resolving the same or similar issues should they arise in the future.

For DeWitt Public Schools:

By:

Date:

For the Association:

By:

Date:

LETTER OF AGREEMENT

LETTER OF AGREEMENT
between the
DeWitt Board of Education
and the
Ingham Clinton Education Association, MEA/NEA, DEA

THIS AGREEMENT is by and between the DeWitt Board of Education (hereinafter referred to as the "Board") and Ingham Clinton Education Association, MEA/NEA, DEA (hereinafter referred to as the "Association"). And for this Letter of Agreement, the parties agree as follows:

1. The Coordinator for Innovative Programming position was established as a pilot program.

2. The duties and responsibilities of the position have been agreed upon in the job posting.

3. The Coordinator shall receive an annual stipend of fifteen thousand dollars ($15,000).

4. Theresa Lefurgey has successfully served as the Coordinator during the pilot phase of the program.

5. The parties mutually agree to continue the Coordinator for Innovative Programming position and to assign Theresa Lefurgey to the position until such time as:

    a. The position is eliminated by the District; or
    b. Theresa Lefurgey voluntarily relinquishes the assignment.

6. Should the position become vacant and the District elect to continue the program, the parties agree to meet and discuss the Coordinator of Innovative Programming position.

This agreement shall not be deemed precedent-setting and cannot be relied upon by either party as a basis for resolving the same similar issues that should arise in the future.

Dewitt Board of Education:

By:

Date:

Ingham Clinton Education Association, MEA/NEA, DEA:

By:

Date:

LETTER OF AGREEMENT

Letter of Agreement
between the
Dewitt Board of Education
and the
Ingham Clinton Education Association, MEA/NEA

THIS AGREEMENT is by and between the DeWitt Board of Education (hereinafter referred to as the "Board") and Ingham Clinton Education Association, MEA/NEA (hereinafter referred to as the "Association"). And for this Letter of Agreement, the parties agree as follows:

1. For the 2026-2027 and 2027-2028 school years, the parties mutually agree to change the relief time requirement for music, physical education, and art teachers at Scott School from two fifteen minute blocks to one ten minute block and five additional minutes added to an afternoon block of time, and one fifteen minute block.

This agreement shall not be deemed precedent setting and cannot be relied upon by either party as basis for resolving the same or similar issues should they arise in the future.

For the Board:

By: _____ Date: _____

Its: Superintendent

For the Association:

By: _____ Date: _____

Its: President

LETTER OF AGREEMENT

Letter of Agreement
between the
Dewitt Board of Education
and the
Ingham Clinton Education Association, MEA/NEA, DEA

THIS AGREEMENT is by and between the DeWitt Board of Education (the “Board”) and Ingham Clinton Education Association, MEA/NEA, DEA (the “Association”). For purposes of this Letter of Agreement, the parties agree as follows:

1. Article 4, Section C of the master agreement is amended for the 2026-2027 and 2027-2028 school years to read as follows:

   Except for counselors and librarians, the normal daily teaching load at grades six (6) through twelve (12) shall include one (1) unassigned preparation period that is greater than fifty-seven (57) minutes on average over the school year. For purposes of this Section, the average shall be calculated using the regular full-day student schedule and shall exclude half-days, days on which students are not in attendance, and other days with a non-standard student schedule. The average shall be calculated by the Assistant Superintendent of Finance and Operations and the DEA President. If they are unable to reach agreement, the matter shall be referred to the Superintendent for determination, consistent with the deadlock procedure for the Class Size Relief Committee under Article 5, Section I(7). Bargaining unit members who work less than full time shall receive an unassigned preparation period, and the fifty-seven (57) minute average shall be prorated based on the ratio of the teaching periods to which the member is assigned to the teaching periods in a full-time assignment. Study halls are considered a teaching period.

2. A bargaining unit member assigned to teach in more than one building shall have the preparation-period entitlement under Article 4, Section C calculated by aggregating the teaching periods to which the member is assigned across all buildings and applying the proration described in Section 1 above.

3. For the term of this Letter of Agreement, the class-size maximum for the middle school seminar shall be thirty-three (33) students.

This agreement shall not be deemed precedent setting and cannot be relied upon by either party as basis for resolving the same or similar issues should they arise in the future.

For the Board:

By: _____ Date: _____

Its: Superintendent

For the Association:

By: _____ Date: _____

Its: President