MASTER AGREEMENT

Between

The Mt. Pleasant Education Association

And

The Mt. Pleasant Public Schools Board Of Education

2026-2028

Table of Contents

Article	Title	Page
	Agreement & Preamble	3
I	Recognition	4
II	Rights of the Board	5
III	Negotiating Practices	6
IV	Seniority	7
V	Rights of the Association	8
VI	Schedule B Committee	10
VII	Professional Study Committee	11
VIII	Professional Grievance Procedure	12
IX	Rights of the Teacher	15
X	Professional Behavior and Discipline	21
XI	Sick Leave and Sick Leave Bank	25
XII	Leaves of Absence	31
XIII	Teaching Conditions	37
XIV	Coordinators	51
XV	Substitute Teachers	53
XVI	Salary Schedule and Other Benefits	54
XVII	Miscellaneous Provisions	63
XVIII	Intellectual Property Rights	67
XIX	Educator Evaluation	68
XX	Vacancies, Staffing Procedures, Layoff, and Recall	75
XXI	Duration of Agreement	81
Appendix IA	2025-2026 Salary Schedule & Longevity chart	82
Appendix IB	Additional Earned Hours, Additional Duties Schedule “B” Percentages Table	83 86
Appendix IIA	Calendar 2026-2027 Traditional Calendar Narrative 2026-2027 Traditional Calendar Graphics Additional Calendar Provisions	 88 91 93
Appendix IIB	Calendar Provisions	95
Appendix III	Professional Grievance Report	97
Appendix IV	Re: Article IV (Seniority)	100
Appendix V	Michigan Code of Educational Ethics	101
Addenda	Letter of Agreement Stipend Option for Professional Learning	 107
	Waiver Form for Association Representation	108

AGREEMENT BETWEEN

THE MT. PLEASANT EDUCATION ASSOCIATION

AND

THE MT. PLEASANT BOARD OF EDUCATION

This Agreement is entered into this 1st day of July 2026 by and between the Board of Education of the Mt. Pleasant Public Schools of Mt. Pleasant, Michigan, hereinafter called the "Board" and the Mt. Pleasant Education Association affiliated MEA/NEA, hereinafter called the "Association."

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

If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers 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. Furthermore, any such provision or application shall be subject to negotiations between the parties.

PREAMBLE

WHEREAS achievement of quality education cannot be fully realized without capable and dedicated teachers who recognize their professional responsibilities to the school district, and whose rights are likewise recognized by the Board on behalf of the community; and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the exclusive representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings, and

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

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all full-time and part-time regular classroom teachers in the JrK-12 program, including regular day teachers teaching immediately following the regular school day and teachers of any day time high school completion programs where students earn course credit toward JrK-12 high school diplomas, (not including GED or adult education completion diplomas), department coordinators, guidance counselors, media specialists, speech therapists, physical therapists, teachers of the vision impaired and hearing impaired, visiting teachers, school psychologists, board certified behavioral analysts, school social workers, and certified socio-emotional employees.

Excluded from this unit are all adult education and community educational teachers, all substitute teachers, all administrators, including the superintendent of schools, assistant superintendent, chief financial officer, district accountant, director of food services, director of special education, director of transportation, director of adult and continuing education, director of state and federal programs, director of technology, coordinator for special needs, athletic director, principals, assistant principals, associate principal for vocational/ technical education, administrative socio-emotional employees, all clerical and custodial employees, food service employees, crossing guards, bus drivers, teacher aides, and all other employees not specifically included.

The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above-defined. References to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict to any teacher the rights he may have under the Michigan General School Laws or the Constitution of the United States. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

D. Despite references herein to the Board of Education and Association as such, each reserves the right to act hereunder by officially designated committee or officially designated representative.

ARTICLE II
RIGHTS OF THE BOARD

The District retains all rights, powers and authority vested in it by the laws and Constitutions of Michigan and the United States. The Board reserves unto itself all rights, powers and privileges inherent to it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.

2. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.

3. Adopt reasonable rules and regulations.

4. Determine the qualifications of employees subject to the provisions of law.

5. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

6. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.

7. Determine the policy affecting the selection, testing or training of employees, providing such selection shall be based upon lawful criteria.

ARTICLE III
NEGOTIATING PRACTICES

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other provided such matters do not concern illegal or prohibited subjects of bargaining. The parties agree to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. At least sixty (60) days prior to the expiration of this Agreement, the parties shall likewise begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. If the parties fail to reach an Agreement in any such negotiations, either party may invoke the machinery of the Michigan Employment Relations Commission including mediation and fact finding, or take any other lawful measures it may deem appropriate.

E. A teacher engaged in negotiating on behalf of the Association with any official designated representative of the Board shall be released from regular duties without loss of salary provided:

1. The teacher is an official member of the Negotiating Team.

2. The teacher is under contract to the Mt. Pleasant School District.

3. The item under consideration is the development of the Master Agreement or a Professional Grievance.

4. It has been mutually agreed that daytime meetings are considered necessary.

F. No reprisals of any kind shall be taken by either party or by any member of the administration against any Association representative or Association member involved in Master Agreement negotiations procedures.

ARTICLE IV
SENIORITY

The Association and the Board recognize that an optimum educational environment includes a teacher who is working within his area of special competence and in the school setting best suited to his personal circumstances.

Seniority List

The Association shall be provided a seniority list of tenure teachers and a seniority list of probationary status teachers by November 1 of each school year. As changes occur or are articulated, the lists shall be reconciled. The seniority list for current bargaining unit members was established according to procedures outlined in the Letter of Agreement regarding Article IV. In addition to the seniority list, each teacher and the Association shall be provided a list of all teachers' certification expiration dates by November 1 of each school year.

1. Tenure is defined as the bargaining unit member's probationary or tenure status with the school district as determined by law.

2. Seniority shall be defined as length of continuous service within the bargaining unit from the last date of hire as a bargaining unit member. Last date of hire shall be defined as the teacher's first day of work. Seniority shall continue to accumulate during Board approved leaves of absence. Seniority shall continue to accumulate while a teacher is on layoff. Seniority shall accumulate the same for part-time teachers as for full- time teachers.

3. In the event two or more teachers have the same date of hire, the relative place of such persons on the seniority list will be determined by the total years of teaching experience. Teaching experience shall be defined as total years of employment as a teacher in any K-12 school system.

   In the event two or more teachers have the same number of years of teaching experience, the relative place of such persons on the seniority list will be determined by a drawing of lots participated in by all affected bargaining unit members.

4. The seniority list shall note with an asterisk (*) when a bargaining unit member is qualified under any program or permit other than traditional certification or licensure.

ARTICLE V
RIGHTS OF THE ASSOCIATION

A. The Board agrees to observe the rights of teachers as outlined in Section 17.455 (9) Lawful to Organize; 17.455 (10) Unfair Labor Practices; 17.455 (11) Exclusive Representation Grievance Procedure, of Act 379 of Public Acts of Michigan 1965.

B. The Board specifically recognizes the right of its professional staff to invoke the assistance of the Michigan Employment Relations Commission.

C. The Board, through the superintendent or his designee, shall upon request provide the Association with public documents allowable by the Public Employment Relations Act (PERA) which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their pupils, together with other available information which may be necessary for the Association to process grievances under this Agreement if the disclosure is allowable by state and federal law.

1. The Association shall be provided with paper or electronic copies of the minutes of official Board meetings (excluding closed session minutes) and all other printed materials that are distributed to Board members at official meetings except materials deemed confidential by law as soon as possible after such meetings. A paper or electronic copy of the official agenda of the meeting will be available to the Association prior to said meeting.

2. Consistent with its PERA obligations, the Board shall furnish the Association all available information concerning the financial resources of the district including, but not limited to, tentative budgetary requirements and allocations.

D. The Association or any committee thereof shall have the right to use school buildings and facilities without charge for professional meetings during times when the building is covered by the operating staff. Room arrangements shall be made with the principal involved.

1. The Association shall have use of all equipment at reasonable times, when such equipment is not in use, and under procedures approved by the principal or superintendent of schools. The Association agrees to reimburse the Board for any damage to equipment entrusted to its use and care.

2. All reasonable requests for use of office, lounge, and workroom bulletin boards shall be granted to the Association.

3. School mail service shall be granted to the Association.

4. The Association agrees to pay at school cost for all materials used for its purposes.

5. Any deviations from above shall be done only with the full knowledge and consent of the building principal.

E. Association Members. The Association will be promptly notified of new hires to the bargaining unit. The Association will notify new hires of their right to become members of the Association. Bargaining unit members electing to join the Association shall pay dues to the Association in accordance with its policies and procedures.

F. The Board recognizes that the Michigan Code of Educational Ethics is considered by the Association and its membership to define acceptable criteria for professional behavior. The Association shall deal with ethical problems in accordance with the terms of such Michigan Code of Educational Ethics. (See Appendix)

G. There shall be twenty-five (25) MPEA days for use by the duly elected officers of the Association in the conduct of official Association matters and during which their absence from school is necessitated. Arrangements must be made one week in advance of the date of absence, via notification in writing by the Association President to the Superintendent.

Any deviations from the above must be approved by the Superintendent.

1. For the purpose of this Article, duly elected officers shall be defined as follows: MPEA President; MPEA Vice-President; the Secretary and/or Treasurer of the MPEA; and Delegate Assembly Representatives.

2. Upon recommendation of the Association Executive Committee, members of the Association other than the duly elected officers may be awarded MPEA days.

H. The president of the MPEA shall be granted 50% released time without loss of benefits or contractual rights during the term in office for the purpose of engaging in Association (local, state, national) activities.

Notification of the released time shall be made through the Administrative Assistant for Personnel by April 1 of the preceding year. The Board agrees to restore the president to his "current assignment", subject to the staffing process, upon expiration of his term of office.

1. When the Association president has released time, he shall meet his contractual responsibilities.

2. The Association agrees to reimburse the Board fifty (50) percent of the president's released time salary and a like percentage of the amount the Board pays to Michigan Public School Employees Retirement System (MPSERS) equal to fifty (50) percent of the president's released time from his normally assigned job duties.

3. The Board will provide benefits as specified in the Agreement.

4. At the beginning of the school year, the Association shall provide a list of all Association meeting dates to the Administration. Time after the regularly scheduled school day on these dates shall be reserved for Association meetings.

ARTICLE VI
SCHEDULE B COMMITTEE

A. The Board and the Association shall appoint a Schedule B committee to serve in an advisory capacity to the bargaining teams. Such committee shall be representative of the administrative and teaching staff.

B. To the extent permitted by law, the function of this committee shall be to review and evaluate relevant data, and make recommendations for compensation rates to the bargaining teams. Periodically, the Schedule B committee may also review existing Schedule B positions.

C. The Schedule B committee shall meet as requested by the Board and/or the Association through their bargaining teams.

ARTICLE VII
PROFESSIONAL STUDY COMMITTEE

A. There is hereby established a Professional Study Committee composed of eight (8) members: four (4) members appointed by the Executive Board of the Association, and four (4) members from the administrative group appointed by the Board of Education. The Mt. Pleasant Education Association appointees will fill staggered years of appointment in an effort to provide continuity of MPEA membership on this committee. It is agreed that the PSC shall cooperate in an on-going study and shall provide effective consultation with and assistance to the Board whereby it may bring about needed improvements, desirable changes and innovations in teaching methods and techniques, class composition, curriculum and any other phases of the instructional program. PSC shall establish task forces or ad hoc committees as necessary.

B. The parties agree that the PSC serves in an advisory, consultative, and fact-finding capacity only. The failure of the Board to place any of the recommendations of the PSC into effect shall not constitute the basis for a grievance.

C. Members of the PSC shall continue to develop and refine operating rules for effective consultation with the Board and the professional staff. When meetings are held with the Board's approval during school hours, these days shall count as teaching days. If extensive consultation or development of the school instructional program requires summer or other vacation participation, the Board agrees to make appropriate compensation for the time involved.

D. The PSC shall consider, but shall not be restricted to, the study of instructional matters in need of review, revision, experimentation or innovation. It shall submit a written report and recommendations to the Board annually at a meeting of the Board; and as soon as possible thereafter, paper or electronic copies of said report shall be made available to the professional staff. The PSC report to the board will categorically describe any task force recommendations not supported by PSC.

E. The MPEA President and the Assistant Superintendent will collaborate to ensure that MPEA and Administrative participants of the Professional Study Committee provide an effective representation of the district. The MPEA President will appoint a PSC co-chair to serve with the Assistant Superintendent as leaders of the committee. The MPEA PSC chair shall be paid a stipend of 10% of the BA Base per year. Upon written request from the PSC, the Superintendent may grant some released time for the bargaining unit PSC Chairperson and/or PSC members.

ARTICLE VIII
PROFESSIONAL GRIEVANCE PROCEDURE

A. Definitions

1. A "Grievance" is a claim based upon an event or condition which affects the wages, welfare, or other terms and conditions of employment of a teacher, group of teachers, or the Association arising from the language of this Agreement.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party of interest" is the person or persons making the claim and any person who might be required to take action, or against whom action might be taken in order to resolve the claim.

B. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree that, within the framework of this Agreement, these proceedings will be kept as informal and confidential as may be appropriate at all levels of the procedure.

C. Procedure

1. A claim by a teacher or the Association that there has been violation, or a misinterpretation or misapplication of any provision of this Agreement that affects the wages, welfare or condition of employment of a teacher or group of teachers may be processed as a grievance as hereinafter provided.

2. The grievant may within twenty (20) school days of the incident or the discovery thereof if not apparent at the time of the incident invoke the formal grievance procedure on a form set forth in Appendix III, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor concerned.

3. Within five (5) school days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three (3) school days of such meeting and shall furnish copy thereof to the Association.

4. If the Association representative is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) school days of such meeting (or eight school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Superintendent or his designee. Within five (5) school days, the Superintendent or his designee shall meet with the Professional Rights and Responsibilities Committee on the grievance. If the grievance relates to an individual or a group of individuals and their presence would assist in clarifying the issues involved with the grievance, the Superintendent or Association may request that the person(s) be present at the meeting. The Superintendent or his designee shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.

Paragraph C (Continued)

5. Contract Grievances: If the PR & R Committee is not satisfied with the disposition of the grievance by the Superintendent or his designee or if no disposition has been made within the period above provided, the grievance may within ten (10) days be submitted to arbitration before an impartial arbitrator. Only the Association, not an individual teacher, may appeal a grievance to arbitration.

   If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The arbitrator so selected shall confer with the parties and hold hearings promptly, or, if hearings have been waived, then from the date all proof and information has been submitted to him, and shall issue his decision not later than twenty (20) days from the date of the close of the same. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The Board and the Association 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 judgment thereon may be entered in any court of competent jurisdiction to the extent consistent with Michigan Law.

6. The fees and expenses of the arbitrator shall be shared equally by the parties.

7. Any action to discipline, demote, or discharge a teacher subject to a hearing under the Michigan Teacher Tenure Act shall be exempt from arbitration.

8. The time limits provided in this Article shall be strictly observed but may be extended by written agreement 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 Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

9. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without prior written notification to the Association and opportunity for an Association representative to be present, but no adjustment of a grievance shall be inconsistent with the terms of this Agreement.

D. Miscellaneous

1. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

2. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any teacher of any legal right which he presently has, provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

3. In the course of investigation of any grievance, representatives of the Association shall report to the principal of the building being visited and state the purpose of the visit immediately upon arrival.

4. Every effort shall be made to avoid interruption of classroom activities and to avoid involvement of pupils in all phases of the grievance procedure.

ARTICLE IX
RIGHTS OF THE TEACHER

A. The Board recognizes its responsibility to continue to give reasonable support and assistance to all teachers with respect to the maintenance of control and discipline in the classroom.

B. The Board shall provide special education programs as mandated by Department of Education guidelines.

C. Any assault by a child upon a teacher shall be promptly reported to his immediate supervisor. In the event of such an assault, or if a teacher is complained against or threatened with civil action by reason of disciplinary action taken against a student, which is not inconsistent with the provisions of section D below, the teacher involved may, through the Association, request assistance from the Board in such matter, and the Board shall provide such legal counsel.

D. The Association agrees that all teachers shall observe rules respecting punishment of students as established by the Board or required by state law.

1. "Corporal punishment" means the deliberate infliction of physical pain by hitting, paddling, spanking, slapping, or any other physical force used as a means of discipline.

   Corporal punishment does not include physical pain caused by reasonable physical activities associated with athletic training.

2. A bargaining unit member may use reasonable physical force as necessary to maintain order and control in a school or school-related setting for the purpose of providing an environment conducive to safety. In maintaining that order and control, the person may use physical force upon a pupil as may be necessary:

   a. for self-defense or the defense of another.

   b. to prevent a pupil from inflicting harm on himself or herself.

   c. to quell a disturbance that threatens physical injury to any person.

   d. to obtain possession of a weapon or other dangerous object upon or within control of a pupil.

3. The employer will publish to all students and staff at the beginning of each school year such reasonable rules of conduct for students as shall be effective at the time. In addition to the general rules of the district, each teacher may establish additional rules for students during the time said students are in his charge.

   a. In accordance with Section 380.1312(8) of the Michigan Revised School Code, the district shall publish rules and regulations setting forth the procedures to be utilized in disciplining, suspending, or expelling students for misbehavior. Further, these shall be distributed by the district to students, staff, and parents by September 10 of each school year. Paper or electronic copies may be distributed.

(D. 3.) b. Teachers who are acting within the scope of their employment responsibilities with respect to maintaining discipline of students shall be given administrative support. Every effort shall be made to assure teachers that they can provide instruction in an appropriate learning environment with minimal disruption.

E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property of pupils and the Board, but shall not be responsible for loss or damage to any such property when such loss or damage is not the fault of the teacher. The Board shall provide comprehensive liability insurance protection for all teachers in its employ, with limits of $500,000 for single injury; $1,000,000 for single occurrence, and $100,000 for the property of third parties against damages arising out of the negligence of any teacher while acting within the scope of his duties as such, subject to the exclusions contained in such policy. The Board shall continue to carry Worker's Compensation Insurance coverage for all teachers in the manner required by the laws of Michigan. Insurance carriers are to be selected by the Board.

F. No teacher shall be required to provide health services, administer any first aid or medication or to perform any health screening. No teacher shall be required to perform procedures such as but not limited to suctioning, catheterization or attending to the personal hygiene needs of the student. It is understood that teachers will act in a reasonable manner in emergency situations.

G. No teacher shall be required to transport any child for any reason.

H. The Board shall continue to provide in sufficient quantity special and protective clothing (such as smocks for art and home economics teachers, and aprons for manual training and chemistry teachers) and safety devices required by the nature of the teaching assignment now furnished and uniformly used throughout the school system, and it shall provide for the maintenance and/or replacement of such articles. Other similar needs shall be considered by the Board upon request of the Professional Study Committee.

I. The Board shall reimburse a teacher, in an amount not to exceed $100 for loss, damage, or destruction while on duty in the school, of his personal property of a kind normally worn or brought to the school building, when the same has not been caused by the negligence of the teacher. This obligation shall not encompass wear, tear or gradual deterioration of property or loss of money. This obligation shall also extend to loss, damage, or destruction of a teacher's personal property while left unattended in any automobile parked on school premises, provided such automobile is equipped with a fully enclosed body, the doors and windows of which shall have been securely locked. This obligation shall not extend to any loss or damage to a motor vehicle of a teacher. This obligation shall extend only to any such loss, or that portion of such loss, not covered by insurance taken out by the teacher, and shall be payable only after the teacher has first exhausted all possibility of collecting for such loss under his own insurance, if any.

J. All monitoring of a teacher shall be conducted openly and with full knowledge of the teacher. When such monitoring is done by other than an administrator, it shall be done not only with full knowledge of the teacher, but also with the teacher's consent. It shall include, but not be restricted to, closed-circuit television, public address or audio systems and similar devices. This paragraph is not intended to restrict parents' rights under MCL 380.1137.

K. Review of Personnel File

1. Each teacher shall have the right upon request to review the contents of his personnel files, maintained at the teacher's school or at the Administrative Building. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safe-keeping of those files.

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

3. All communications, directed toward the teacher which are included in the personnel file, shall be called to the teacher's attention at the time of inclusion.

L. 1. The parties acknowledge that even when all protocol is followed, sometimes no substitute is available. If a teacher serves as a substitute due to the absence of another staff member, he shall be compensated thirty dollars ($30) per secondary class period or elementary period of time that is forty (40) or more minutes in length, and at the rate of twenty dollars ($20) for an elementary period of time that is less than forty (40) minutes in length.

2. If a secondary team teacher (TT) works a class period alone because his partner is absent, is attending a required school meeting, or is serving as a peer substitute, the partner working alone shall be compensated thirty dollars ($30) per class period.

3. If an elementary teacher is absent with no substitute, and the district assigns the students to other teachers for the day, these teachers shall share compensation totaling sixty dollars ($60) per half day.

4. If a teacher is supervising a university student teacher who is properly registered as a district substitute, the student teacher may be compensated as a substitute teacher when the supervising teacher is absent.

5. By the eighth (8th) student day of the school year, each secondary building shall determine a rotation list of teachers (as defined in Article IA) available for assigned peer substitution during each secondary class period. The intent of the rotation is to fairly distribute assignments among teachers available during each class period when no substitute teacher is available.
   a. Volunteer interest in subbing will be offered before the rotation list is used.
   b. The rotation list shall be kept current and available for all participants in the rotation.
   c. Before assigned peer substitution(s) occur(s) for a full-day absence, the district shall first manually seek a substitute teacher for the full absence.
   d. Before assigned peer substitution occurs for individual class periods, the district shall first utilize any available teacher who expressed interest in peer substitution beyond their turn in the rotation.

(L. 5)

e. When extenuating circumstances exist, a teacher may request to exchange his turn in rotation with the next teacher listed. As examples, a rotation exchange might be considered if a teacher already has a scheduled meeting with a parent, an IEP team, a mentor/mentee partner, a PLC, a department, or a team.

6. Peer substitution in an elementary building may utilize a teacher's prep time, or other manners described in Article IX, Paragraph L. The building principal shall make every effort to equitably distribute assigned peer substitution to teachers (as defined in Article IA).

Summary of compensation described in Article IX and similar situations		
Situation		Compensation
Elementary loss of prep time due to serving as a substitute	40 minutes or more	$30
Elementary loss of prep time due to serving as a substitute	Less than 40 minutes	$20
Secondary loss of prep time due to serving as a substitute	Per class period	$30
Secondary team teacher working without partner	Per class period	$30
Elementary teacher peer substitution	Amount shared per half day	$60
Elementary teacher peer substitution	Amount shared per whole day	$120
Lunch supervision	Per lunch period	$15

M. Professional Conferences

1. In the belief that attendance at professional meetings is desirable to maintain and improve professional competence and proficiency, and to enhance the educational program of the school district, teachers shall be encouraged to participate in such meetings.

2. Respecting the uniqueness of each building and/or department, the Board agrees that additional conference time may be granted at the request of the Department Coordinator and discretion of the immediate supervisor and the Superintendent.

3. Travel, meals, lodging, and registration shall be deemed appropriate expenses reimbursable by the Board, as shall the cost of substitute teachers needed to relieve participants.

(M.) 4. Approved professional conference days shall count as teaching days.

N. All new teachers shall be provided with electronic copies of, or electronic links to, the following when the contract is offered: (1) Master Agreement; (2) Personnel-related Board of Education Policies; and (3) the MPPS Mentor/Mentee Handbook. At the teacher's request, hard copies will be provided.

In August of each year, the MPEA president shall be provided a hard copy of the current Master Agreement for each member of the MPEA executive board.

O. Upon consideration for recommendation for tenure status change, reassignment, or promotion, the teacher and the Association shall be notified by the Assistant Superintendent prior to action by the Board of Education.

Following consideration, the teacher and the Association shall be sent prompt written notice of any action taken by the Board pertaining to his employment status. This notice shall occur before any internal or external publication of the information.

P. Attendance at schools shall not be required for building teaching personnel if pupils are excused because of weather or travel conditions.

Q. The Association recognizes the importance of long-term planning and daily preparation for learning experience based upon educationally sound goals and objectives. To assure the most efficient, effective use of pupil time, teachers shall plan for individual groups of children in a systematic manner. Teachers, from time to time, are expected to request the assistance of their immediate supervisors, in cooperatively evaluating the learning experiences developed for their pupils. Teachers shall assume the responsibility for providing adequate plans for the use of substitute teachers whenever their absence requires the presence of a substitute. With the exception of general leaves of absence one (1) trimester in length or longer, the teacher will provide plans for a substitute for each of the days of the leave of absence known in advance, paid or unpaid.

R. All members of the bargaining unit shall have the right to all applicable provisions under the tenure law.

S. Subsequent to an initial Individualized Educational Planning Team (IEPT) meeting, general education teachers who are scheduled to continue providing services to a mainstreamed student will be invited to attend the student's IEPT to provide input which is consistent with the purpose and authority of the IEPT as set forth in the Michigan State Board of Education Rules for Special Education.

Upon receipt of a written request from a general education teacher in whose classroom a special education student has been placed, the administration will review the request and make a determination as to what training, consultive assistance from special education staff, materials or other assistance, if any, may be provided. The teacher shall be updated, in writing, as to the status of the review within five (5) school days.

T. The Association and the Board recognize that the Internet/Intranet is a vast resource capable of providing enhanced information gathering and communication skills to assist in educational, employment-related and Association endeavors.

Training

1. Given the complexity of intellectual property law, workplace harassment and other potential claims with regard to use of the Internet/Intranet, the Board agrees to provide training or materials to assist bargaining unit members in avoiding unintentional violations.

2. Training or materials shall be provided for all bargaining unit members with access to the Internet/Intranet.

U. A teacher shall at all times be entitled to have present a representative of the Association.

ARTICLE X
PROFESSIONAL BEHAVIOR and DISCIPLINE

A. Probationary, Tenured, and Experienced

1. The Public Act 4 of 1937, commonly known as the Michigan Teachers' Tenure Act defines the probationary period for teachers and defines those who successfully complete their probationary period as tenured.

2. MPEA bargaining unit members who are not subject to the Michigan Teachers' Tenure Act shall have a probationary period equal in length to the teacher probationary period. Successful completion of the non-teaching probationary period shall be based on similar criteria used for teachers, if applicable. Upon successful completion of a probationary period, non-teaching bargaining unit members shall be designated as "Experienced".

B. Professional standards and expectations

1. The Board and Association recognize that the Michigan Code of Educational Ethics defines criteria for acceptable professional behavior.

2. Teachers shall carry out the education programs and policies of the District and fulfill the responsibilities of their positions. Teachers are expected to comply with reasonable rules, regulations, and directions adopted by the District which are not inconsistent with the provisions of this Agreement.

3. The teacher shall maintain all required certificates, licenses, and other qualifications required by law for his position with the district. The teacher shall notify the district within five (5) business days regarding any expiration or changes to certifications, licenses, and other qualifications.

4. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions; financial penalty; discharges; and other work requirements resulting from the teacher's misconduct.

5. Off-duty conduct may result in discipline if it adversely impacts the District or the teacher's ability to perform his duties.

6. The Association and the District recognize that abuses of sick leave or other leaves, chronic absences, intentional neglect of teaching performance or other violations of professional responsibilities by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of professional behavior or infractions of rules, regulations or directions, and other instances of poor performance shall be grounds for investigation & possible discipline.

7. For the purposes of interpretation of this agreement, misconduct refers to a violation of the standards of behavior that the District has the right to expect of the teacher and/or unprofessional conduct referenced in Michigan law (MCL 380.1230 b6) and clarified by case law.

C. The Investigation

1. When a concern about misconduct is reported to the administration, the District will notify the teacher of the allegation and their right to Association representation.

2. The District may determine that non-disciplinary, paid administrative leave is warranted during the investigation. The purpose of administrative leave is to protect the integrity of the investigatory process and/or work environment during the investigation. If administrative leave is assigned, the District will provide the teacher with written instructions to be followed during the administrative leave.

3. The District will promptly conduct a fair investigation.

D. The Fact-Finding Interview

1. The District may ask questions of the teacher. The teacher shall be directed to respond directly and truthfully to all questions without evasion. A violation of this directive may be grounds for discipline, up to and including discharge.

2. The teacher shall have an opportunity to respond to the allegation.

3. The teacher may present his perspective of any relevant interactions, offer relevant evidence, and identify names of potential witnesses.

4. The teacher shall have the right to Association representation.

   a. In the first week of the school year, the MPEA president will provide the Assistant Superintendent with a list of eligible Association representatives, and will promptly provide updates, if appropriate.

   b. The teacher's preference of representative will be honored unless scheduling a meeting with this representative creates a delay.

   c. If the teacher declines representation, he will be required to sign the waiver of representation, and the Association will receive a copy of the signed waiver within five (5) school days. See Appendix for Waiver of Representation form.

E. Investigation Conclusions

1. When fact finding is complete, the District will review the evidence to determine whether discipline is appropriate. Every effort will be made to uphold standards consistently.

2. Discipline will occur when the District concludes that it is more likely than not that the teacher's actions violated policies or standards.

F. Disciplinary Measures

1. The District determines the level of the misconduct by considering applicable factors. The following are examples of factors that may be considered:
   a. the seriousness of the offense
   b. the teacher's prior disciplinary record
   c. discipline imposed by the District on other teachers who have engaged in similar conduct
   d. acceptance of responsibility
   e. the likelihood of recurrence
   f. any aggravating or mitigating factors
   g. applicable federal or state law
   h. the teacher's employment record
   i. the teacher's probationary/tenure status

2. The District determines disciplinary measures proportionate to the situation. The following are examples of disciplinary measures that may be applied:
   a. verbal warning (Written documentation still occurs.)
   b. written reprimand
   c. suspension
   d. financial penalty
   e. discharge
   f. additional required remediation including training and coaching.

3. The factors and disciplinary actions listed above do not constitute all-inclusive lists of the District's considerations or potential responses.

4. The District is not required to apply disciplinary measures progressively or sequentially but may do so where appropriate.

5. Discharge of a tenured teacher shall be governed by the Michigan Teachers' Tenure Act.

6. During the probationary period of a certified staff member, continued employment is based on performance, professional compatibility, and the needs of the District. Probationary teachers may be non-renewed or discharged for reasons not prohibited by law.

G. Notice and Recordkeeping

1. The District shall provide the teacher and the Association written notice of any imposed discipline, and a copy will be placed in the teacher's personnel file.

2. The teacher may submit a written notation or reply regarding any material, including complaints, and this will be attached to the discipline notification memo. The teacher's written notation is limited to three (3) 8½" x 11" pages in length.

3. Information regarding substantiated unprofessional conduct shall not be suppressed or removed from a personnel file, consistent with Michigan Revised School Code 1230b.

Paragraph G (Continued

4. Discipline may also be reflected in the annual performance evaluation.

H. Grieving Discipline

1. Failure to follow this procedure shall be subject to the MPEA grievance process. All non-privileged information forming the basis for such action shall be made available to the teacher and the Association.

2. Disciplinary decisions short of termination for tenured teachers and experienced certified staff are subject to the MPEA grievance procedure.

ARTICLE XI
SICK LEAVE AND SICK LEAVE BANK

Sick Leave

A. The primary purpose of the sick leave allowance is to cover the absence of a teacher from school because of personal illness sufficiently severe that it would make his presence in school inadvisable. Sick leave applies to absences resulting from illness of the teacher or a member of the immediate family. There shall be a limit of thirty (30) sick leave days per year for use by a teacher in relation to illnesses suffered by grandparents, father-in-law, mother-in-law, brother, sister, brother-in-law and sister-in-law. There shall be no limit to usage for spouse, children, either biological or adopted, parents and grandchildren. For emphasis and clarification, sick leave benefit time does not apply to a teacher's absence for personal business, leisure activities, or for the care of any animal.

Other requests may be approved by the Assistant Superintendent for Human Resources.

B. Each teacher shall be provided eight (8) sick leave days per year when the yearly contract goes into effect. Each year's unused portion of sick leave days shall accumulate to a maximum of one hundred and ten (110) days. Any teacher having more than 110 days was grandparented until that amount dropped below 110.

Teachers whose first workday occurs after the first contractual workday of the year will receive a prorated amount of sick leave time for that school year.

C. If a teacher uses more than three sick days for the birth of a grandchild, the teacher may be required to provide a physician's statement that the grandparent is needed for the welfare of the grandchild or the parent of the grandchild.

D. The Board shall have the authority to ask for medical verification whenever required by the Family and Medical Leave Act (FMLA) or when the district has a reason to suspect abuse of sick leave. Additionally, if a teacher is absent due to illness for three (3) consecutive work days or when the anticipated medical leave will extend beyond three (3) work days, the Board will ask for medical verification for the purpose of determining FMLA chargeability. An absence does not need to be chargeable as FMLA leave in order to exceed three (3) days.

A health care provider's statement that the teacher or teacher's family member is under medical care and the completion of U.S. Dept. of Labor form WH-380 shall constitute adequate verification. A statement from the health care provider and a declaration by the teacher that he is choosing to substitute paid accrued leave for FMLA leave shall also constitute verification. The U.S. Dept. of Labor form WH-380 is used to process FMLA leaves and MPEA benefits associated with a medical leave of equivalent duration.

E. When using available leave time, the principle of "A Day Is A Day" shall be employed. This principle operates under the premise that the length of the teacher's workday, no matter how long or short, is comparable to the length of another teacher's workday. A day for an individual teacher is as long as that particular day's work is regularly scheduled.

F. Accumulated paid leave time will continue to be available for use in increments of days or half days. However, with prior administrative approval, leave time may be taken in one-hour increments (i.e., .17 of a day, except at the high school which will be .25 of a day in a trimester schedule). Any portion of an hour or class period will be charged as a full hour or class period.

For sick leave absences up to three (3) days in length, the teacher is responsible for entering the absence in the substitute management system (or seeking support for this from an administrator or administrative assistant), and providing lesson plans for a substitute (if applicable).

For sick leave absences over three (3) days in length, the teacher is responsible for:

- entering the start of the absence in the substitute management system (or seeking support for this from an administrator or administrative assistant),
- providing the MPPS office of Human Resources with a note from a medical professional validating the need for absence,
- providing the MPPS office of Human Resources with a completed MPPS Medical Leave form,
- providing the medical provider with U.S. Dept. of Labor form WH-380 and requesting its completion within 15 calendar days,
- and providing lesson plans for a substitute (if applicable) corresponding to the time identified by the medical provider.

If the initial absence is extended, the teacher is responsible for updating Human Resources and providing an updated note from the medical provider. (Teachers applying for the MPEA sick bank time or MPEA donated leave time must submit a completed U.S. Dept. of Labor form WH-380 to Human Resources to qualify for compensation.)

G. Teachers scheduled to work irregular work schedules (varying lengths of day on varying days) will be granted paid leave days equal to all regularly scheduled teachers. The use of a day of available leave will be determined by the length of the day on which the leave is taken. In the event a teacher uses only one half the total time scheduled for a particular day, only one half day will be charged against his accumulated day account.

H. During an unpaid leave a teacher receives no benefits except as required under the Family and Medical Leave Act (FMLA). An unpaid leave of absence not to exceed one year will be considered for health reasons without jeopardy to a tenure contract. The Board will grant automatically to the applicant any unused sick leave days that he has accumulated.

I. All personnel who request leaves of absence during the school year for surgery or other medical treatment shall contact the Assistant Superintendent for Human Resources so that the required FMLA forms can be completed.

J. Any teacher who is absent because of injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his regular salary for the duration of the illness and shall be charged against sick leave.

K. It is the expectation that the teacher will consistently be at work on the scheduled days of the contractual calendar, and that he will follow district protocol when he needs to be absent. If an absence does not qualify as one of the teacher's personal or sick days and does not qualify as a District-approved leave day, the teacher is expected to report to work. Requests to take unpaid days should only be made when absolutely necessary and will be reviewed by the Assistant Superintendent. Excessive absences and/or patterns of absence without medical documentation could lead to discipline.

Sick Leave Bank

L. To afford the maximum protection against a teacher's prolonged absence due to a medical event, the following sick leave bank shall be established for all teachers of the District, and each teacher covered by this Agreement shall participate as follows:

1. Beginning each school year, each new teacher shall contribute one (1) day of his sick leave to the bank. In order to help establish the bank during the 1968-69 school year, the Board of Education donated sick leave days equivalent in number to those donated by the teachers.

2. When the sick leave bank falls to below one hundred and fifty (150) days, the Board shall assess each teacher one (1) day of his sick leave.

3. Additions to the bank may be made as required on September 15 or January 15 according to the above limitations.

4. Eligibility: To qualify for MPEA sick bank access, a teacher must have exhausted his own sick leave and personal days, waited three (3) unpaid work days, and have medical leave verification documentation filed with the MPPS office of Human Resources.

5. To apply for MPEA sick bank access, a teacher must complete the application and file it with the MPPS office of Human Resources and the MPEA President.

6. A maximum of one hundred eighty (180) days may be granted per appeal from the bank at 80% of his regular daily rate of pay for each sick bank day. Insurance benefits will continue while the teacher is utilizing sick bank days. The Sick Bank Appeal Board may require that a teacher apply for LTD benefits as a condition for continued use of the sick bank. As soon as an individual qualifies for long-term disability insurance benefits, sick bank coverage shall cease.

7. Upon recommendation of the Appeal Board, additional days may be granted at the discretion of the Superintendent and the Appeal Board.

8. Teachers withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank.

9. If approved by the Appeal Board for use of sick bank days, the teacher must remain in contact with the MPPS office of Human Resources on a weekly basis.

Paragraph L (Continued)

10. If it appears that an individual is abusing the above policy, the Appeal Board may direct said individual to be examined by two doctors of the Appeal Board's choosing to determine whether the illness is valid. The cost of such examination will be paid by the Board.

11. The Appeal Board may grant or suspend sick leave days from the bank. Their judgment and/or decisions will be final.

12. The sick leave Appeal Board shall consist of two (2) members of the Mt. Pleasant Education Association and two (2) representatives designated by the Board. The MPEA president and a MPEA appointed member shall represent the Association. The Assistant Superintendent and Human Resources Assistant shall represent the District. Changes to these representatives may occur with mutual approval of the MPEA President and the Superintendent.

13. The provisions and benefits of the sick leave bank terminate at the end of each school year. New requests must be submitted at the beginning of the next school year. If approved, the sick leave bank benefit will begin after the allotted eight (8) sick days and four (4) personal days have been used and the three (3) - day required waiting period has been met.

14. Fifty percent (50%) of an individual's unused sick days shall be contributed to the sick leave bank upon his retirement or termination. The number of sick days in the bank shall not exceed six hundred (600) days.

Donated Sick Days

M. To afford the maximum protection against a teacher's prolonged absence due to a medical event of an "immediate family" member, the following sick leave donation benefit process shall be established for all teachers of the District, and each teacher covered by this Agreement shall participate as follows:

Donated sick days may be granted to a teacher who is required for the essential care or recovery of an "immediate family" member. There shall be a limit of thirty (30) donated sick leave days per year for use by a teacher in relation to illnesses suffered by grandparents, father-in-law, mother-in-law, brother, sister, brother-in-law and sister-in-law.

There shall be no limit to usage for spouse, children, either biological or adopted, parents or grandchildren. Other requests may be approved by the Assistant Superintendent for Human Resources.

1. Donation of Sick Days to Individuals:

   a. A teacher may volunteer to donate one or more of his own sick days in whole day increments, up to 10% of his accumulated sick days, to any individual who qualifies under the guidelines listed below.

   b. Any teacher with fewer than fifty (50) sick days is ineligible to donate days.

c. The decision to donate sick days is irrevocable. The individual donating days will complete a Sick Day Donation Form.

d. Unused sick days for each individual case will not be charged.

2. Eligibility: To qualify for MPEA donated time, a teacher must have exhausted his own sick leave and personal days, waited five (5) unpaid work days, and have medical leave verification documentation filed with the MPPS office of Human Resources.

   Additionally, the MPPS office of Human Resources may consider the following before approving peer donation to support a teacher's absence:

   a. Review of other options available for the care of the immediate family member.

   b. Determination of the seriousness of the case by the Appeal Board defined in section L. 7 of this Article.

   c. Information provided by doctor(s) as to the need for care of the individual.

3. To apply for MPEA donated sick time, a teacher must complete the application and file it with the MPPS office of Human Resources and the MPEA President. The teacher and the MPEA President will collaborate to determine what details of the medical event to share in the request sent to bargaining unit members.

4. A maximum of one hundred eighty (180) days may be granted from the donated days per medical event. The teacher will receive 80% of his regular daily rate of pay for each donated day. Insurance benefits will continue while the teacher is utilizing donated sick days.

   If approved by the Appeal Board for use of donated sick days, the teacher must remain in contact with the office of Human Resources on a weekly basis.

5. If it appears that an individual is abusing the above policy, the Appeal Board may direct said individual to provide additional information from two (2) doctors of the Appeal Board's choosing to determine whether the care of the "immediate family" member is required. The cost of such an examination will be paid by the District.

6. The Appeal Board may grant or suspend donated sick leave days. Their judgment and/or decisions will be final.

7. The Appeal Board for donated sick leave shall consist of two (2) members of the Mt. Pleasant Education Association and two (2) representatives designated by the Board. The MPEA president and a MPEA appointed member shall represent the Association. The Assistant Superintendent and Human Resources Assistant shall represent the District. Changes to these representatives may occur with mutual approval of the MPEA President and the Superintendent.

Paragraph M (Continued)

8. The provisions and benefits of donated sick days terminate at the end of each school year. New requests must be submitted at the beginning of the next school year. If approved, the donated time benefit will begin after the allotted eight (8) sick days and four (4) personal days have been used, and the five (5) day required waiting period has been met.

9. Donated days shall be charged in the following manner: The teachers who donate will be placed on a list in descending order of accumulated sick days. One day at a time shall be charged from each donating teacher as needed, starting with the teacher who has the greatest number of accumulated sick days.

For example:

Teacher	A	B	C	
Accumulated Sick Days	110	85	50	and
# of days each donates is	8	3	5,	and

if 5 days are needed, they will be charged as follows:

-1	-1	-1
-1	-1	

Teacher A would actually be charged only 2 donated days; the other 6 are not charged and remain in teacher A's accumulated sick days.

ARTICLE XII
LEAVES OF ABSENCE

A. Any teacher whose personal illness extends beyond the period compensated under Article XII shall be granted a leave of absence without pay for up to two years or as allowed under State Statute. Upon request, an extension may be granted by the Board. Teachers on a leave of absence will have reasonable assurance of returning to the FTE held prior to the leave of absence if it is available.

If, on February 15, a teacher is on a leave of absence of one (1) trimester or more, he shall update the district by March 1. For a medical leave, this will be an update of his medical status; for a leave he has the choice to extend, this update will state his intentions for the following school year; and for a leave requiring district approval, this update could be a request for extension of the leave or a resignation.

B. Leave of absence with pay not chargeable against the teacher's sick leave allowance shall be granted for the following reasons:

1. Personal Days

At the beginning of each school year, each teacher shall be granted four (4) personal days. Teachers whose first workday occurs after the first contractual workday of the year will receive a prorated amount of personal leave time for that school year.

a. The use of personal day(s) shall be subject to the approval of the Assistant Superintendent for Human Resources if the day(s) requested are prior to or following holidays and vacations. November 15 and the days associated with CMU's break shall not be included in the definition of holidays and vacations for purposes of this paragraph. The standard procedure is to grant this request for an individual only once in three years.

b. There will be no loss of leave days or pay to teachers who pre-arrange personal absences when schools are closed because of inclement weather, unless additional salary expense has been incurred or if professional absence occurs. Attempts will be made to cancel financial obligations.

c. Unused personal days from the prior year shall accumulate as sick days.

A personal day(s) may be used for any matter at the discretion of the teacher. Notification via the automated absence/substitute system shall be given by 11:59 PM on the calendar date two days prior to the personal day absence. For example, a personal day shall be entered in the automated absence/substitute system no later than 11:59 PM on Wednesday for a personal day on Friday.

In the emergency situation where a personal day must be entered after 11:59 PM two days prior, and more than 24 hours before the start of a personal day's absence, the teacher must enter the absence in the automated absence/substitute system and notify the principal. "Emergency" shall include, but is not limited to, an illness for a teacher who has no remaining sick days.

2. School Absences for Professional Learning and Continuous Improvement

a. District Provided Professional Development (DPPD) is the professional development offered by MPPS to fulfill the requirements of MCL380.1527, which requires 5 days or 30 hours of education-related teacher professional development annually. The negotiated calendar will determine MPPS DPPD for each school year.

b. The Board of Education encourages teachers to participate in local and state conferences which are designed to enhance professional performance.

In place of Professional Days (found in previous contracts up to 2024), MPPS will include in each building budget a line item to support substitute coverage for approved professional learning and/or continuous improvement events. Each building budget shall receive one-third (⅓) of the cost of a full-day substitute teacher for each teacher assigned to that building. Split-building teachers count in each of their assigned buildings.

For example, if a building has thirteen (13) teachers including special educators, two (2) Title 1 teachers, one (1) counselor, one (1) art, one (1) music, one (1) PE, and two (2) tech exploration teachers, and if the district cost for a full-day substitute is $120, that building's budget will contain (21 * ⅓ * $120) = $840 to support substitute coverage for approved professional learning.

c. Approved absences for professional learning will be processed as school business days. In the event that a building is not able to fund all of the qualifying requests, preference will be given to teachers who have least used this type of school business day.

d. Teachers may submit suggestions to their administrator for projects or professional learning opportunities that would support building projects, evaluation domains, curriculum, or continuous improvement topics.

3. Bereavement Leave

A maximum of five (5) school days for the death of a spouse, father, mother, grandparents, father-in-law, mother-in-law, children, grandchildren, brother, sister, brother-in-law, and sister-in-law. Additional time may be granted at the discretion of the Superintendent or his designee.

One (1) school day for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance. Extensions may be granted by the Superintendent or his designee. Bereavement leave is strictly limited to the loss of a human relative as defined above. This leave shall not be utilized for the death of any animal.

4. Military Deployment

Up to three (3) school days for military families as needed to attend deployment or return-from-deployment for a spouse, parent or child who is being deployed or returning from an overseas deployment. A teacher may utilize this leave only one time during a school year. "Overseas deployment" means deployment to a foreign country or at-sea assignment in excess of six (6) months.

5. Jury Duty

Absences for jury duty; compensation received (not to include expense reimbursement), other than from the Board for such service, shall be submitted to the Superintendent or his designee.

6. Court Appearance

Court appearance as a witness in any case connected with the teacher's employment or the school, or whenever the teacher is required to attend any proceeding. Compensation received (not to include expense reimbursement), other than from the Board for such service, shall be submitted to the Superintendent or his designee.

7. One (1) day to take the selective service physical examination.

C. Disability Leave --Anticipated Disability Leaves-- Preliminary Provisions

Any teacher who anticipates undergoing a state of disability such as, but not limited to, surgery, hospital confinement, medical treatment, pregnancy, etc., may apply for a leave of absence based upon said anticipated disability in accordance with provisions hereinafter set forth and in the Family and Medical Leave Act (FMLA), in which instance such leave of absence shall be chargeable to the sick leave account of said teacher.

Request for leave based on claim of anticipated disability:

1. Any teacher who desires to continue in the performance of his duties during a period expected to lead to a state of disability shall be permitted to do so provided said teacher is physically capable of continuing to perform his duties and further stating up to what date, in the opinion of his physician, the teacher is capable of performing said duties.

2. All policies, practices, rules and regulations applicable to teachers who are granted sick leave shall be applicable to all teachers applying for leave under Section A of this regulation and policy. Such teachers shall receive no lesser consideration than any other teacher nor shall they receive any greater consideration.

3. The teacher requesting a leave under the provisions of this Section D shall specify in writing the date on which he wishes to return to employment following recovery from said disability. Such requests shall be accompanied by a doctor's statement certifying the teacher is able to return to work.

4. Where disability leaves have been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the teacher to the Board. Such extensions or reductions shall be granted by the Board for additional reasonable periods of time provided, however, the teacher provides a doctor's statement recommending the extended leave time.

5. The provisions of this regulation and policy shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any certificated teacher beyond the end of the contract school year in which the leave is obtained.

D. Child Care Leave

A teacher (male or female) shall be entitled upon request to a leave of up to one year, without pay, to begin at any time between the birth of a child and six months thereafter.

E. Adoption

A teacher adopting a child (i.e., one (1) year of age or less) shall be entitled upon request to a leave without pay to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirements of adoption.

F. Leave for Exchange/Military Teacher Programs, Peace Corps, Foreign Teaching Programs

An unpaid leave of absence up to one year shall be granted to any teacher for the purpose of participating in exchange teacher programs in other states, territories, or countries; military teaching programs; Peace Corps; teacher corps; or job corps as a full-time participant in such a program provided the teacher states his intention to return to the Mt. Pleasant School system.

An unpaid leave of absence for up to one year may be granted to any teacher for the purpose of participating in foreign teaching programs or a cultural travel or work program related to his professional responsibility provided the teacher states his intention to return to the Mt. Pleasant School system.

These leaves will not be extended more than once. Any waiver of this plan will be by mutual agreement between the Association and the Board.

G. Military Leave

Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States until expiration of the first enlistment or the duration of the national emergency. Such teachers shall be restored to employment with the District and shall be given the benefit of any increments, provided that such teachers report for teaching assignments at the outset of the semester/trimester, immediately following such discharge from service; e.g., a teacher on step 5 before a one-year leave would be placed on step 7 upon return from the leave. Nothing in this section shall limit the rights accorded under the Uniformed Services Employment Reemployment Rights Act (USERRA).

H. General Leave

A teacher, upon written request submitted at least thirty (30) days in advance, may be granted a general leave of absence for a full school year, one or two full trimester(s) for secondary teachers, or a full semester for elementary teachers. Examples for reasons a teacher may request a general leave of absence include opportunities related to instruction, professional research, professional learning, service to public office, service to Association office, or personal/family needs. (This is not an exhaustive list.)

A teacher, upon written request submitted at least thirty (30) days in advance, may be granted a leave of absence for a full school year, full trimester for secondary teachers, or full semester for elementary teachers provided there is a teacher on layoff who can be returned to work in the teacher's position and granting the leave would result in a net cost savings to the school district considering all costs attendant to the leave and return from leave. The teacher must begin and return from the leave at the end of a trimester/semester.

Seniority will continue to accumulate while on this leave. The teacher’s placement on the salary schedule shall advance the following year unless he is on an unpaid leave of absence for more than 12 weeks. In the event that the leave is not granted, the District shall notify the Association of the criteria given priority over net cost savings.

I. Partial Leave

If the board grants a teacher a partial leave from his teaching assignment, he shall return to the FTE held prior to the leave of absence if it is available.

J. All leaves of absence may be extended upon request by the teacher and approval by the Board of Education.

K. The leaves established in sections D, E, F, G, H, and I of this article shall be subject to the following conditions.

1. All leaves of absence shall be for the remainder of a trimester, semester, or school year; or full trimester, semester, or school year at the option of the teacher, unless otherwise arranged with and approved by the Board.

2. Return to employment after a leave is described in the MPPS Administrative Guidelines of the Board of Education Policies.

L. It is the expectation that the teacher will consistently be at work on the scheduled days of the contractual calendar, and that he will follow district protocol when he needs to be absent. If an absence does not qualify as one of the teacher's personal or sick days and does not qualify as a District-approved leave day, the teacher is expected to report to work. Requests to take unpaid days should only be made when absolutely necessary and will be reviewed by the Assistant Superintendent. Excessive absences and/or patterns of absence without medical documentation could lead to discipline.

ARTICLE XIII
TEACHING CONDITIONS

For the purpose of clarity, the use of the term secondary position in this agreement shall refer to an assignment in a middle school or high school building. Curriculum for grades 6-12 are delivered in secondary classrooms. The use of the term elementary position in this agreement shall refer to an assignment in a building where curriculum for grades JrK-5 is delivered. The phrase upper elementary shall refer to a building with third, fourth, and fifth grades, and lower elementary shall refer to a building with JrK, K, first and second grades.

A. Physical Environment

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

2. The Board shall make available the following provisions for special services, i.e., school psychologist, speech therapists, physical therapist, consultants for hearing impaired and emotionally impaired, testing services: (1) rooms which may be smaller than standard classroom size, e.g., to accommodate ten students and the teacher; and (2) equipment and materials for such special services centrally located in each building.

3. The Board shall make available in each school a lunchroom-lounge and separate lavatory facilities for staff use.

4. Telephone facilities shall be made available to teachers for their reasonable use and in a location most convenient for the majority of teachers.

5. The Board of Education shall make every effort to provide safe and clean buildings. Any known unsafe conditions are to be brought to the attention of the building administrator as soon as possible. The building administrator shall investigate and then initiate corrective action where appropriate to ensure the safety of students and staff as soon as possible. The Board shall notify the staff of any known hazard to their health and safety.

6. The Board agrees to provide adequate storage for musical instruments and to provide carts to help move equipment from room to room.

7. The district shall make arrangements by the first day of school to insure reasonable parking space for teachers who travel to Sacred Heart Academy.

B. The School Day

1. A teacher shall recognize his obligation to be prepared to meet his classes, shall arrive in sufficient time (a minimum of 5 minutes) to be prepared to meet his responsibilities to his classes, and remain for a reasonable amount of time (a minimum of 5 minutes) after the close of the pupil's day, or after his last teaching assignment to make suitable preparation. The advised arriving and leaving times for all teachers shall be thirty (30) minutes prior to their first assignment and following their last teaching assignment. The teacher's work day begins five (5) minutes before the start of the instructional day. A teacher is on time when he is both in the building by the start of the workday and is prepared to begin class at the start of the instructional day.

2. It is understood that teachers must participate in the building's dismissal process. The building's dismissal coordinator will supervise students who remain at the conclusion of the regular dismissal process. A teacher's responsibility has been fulfilled when his students have been picked up or are under the supervision of the dismissal coordinator.

3. It is expected that teachers will be at the work site during the contractual day; for example, those teachers assigned a first period or last period preparation time will normally be at the work site during this time. It is expected for health and safety reasons that teachers notify the office when they leave the building during their preparation time. It is understood that teachers will not use their preparation time for outside gainful employment.

4. A teacher's work day shall not exceed 434 minutes unless the day must be extended for the purposes of receiving full funding pursuant to the State Aid Act.

5. The teacher's workday shall follow the normal student day. Any deviation from this schedule shall be by mutual agreement of the Board and the Association.

6. On school days with altered schedules, part-time teachers shall be required to report only during those class times to which they are normally assigned. Any deviation of the schedule must be mutually agreed upon between the teacher and the building administrator in the event the teacher is unable to attend the altered class time.

C. Section FTE / Full-time Status

1. Full-Time Equivalence (FTE) is the measure of a teacher's workload. Unless specifically stated otherwise, 1.000 FTE is full time. Work beyond 1.000 FTE is an overload.

2. Mt. Pleasant High School teaching assignments shall be equated as follows:

MPHS Assignments	Section FTE
One (1) Trimester	0.083
Two (2) Trimesters	0.167
Three (3) Trimesters	0.250

Section Limits	
4 per day	12 per year

Paragraph C (Continued)

3. Mt. Pleasant Middle School teaching assignments shall be equated as follows:

MPMS Assignments	Section FTE			Section FTE		Section Limits	
One (1) Trimester	0.056		One (1) Semester	0.083		En-Core & Elective Class Teachers	6 per day
Two (2) Trimesters	0.111		Two (2) Semesters	0.167		Core Class Teachers	5 per day + Team Prep Period
Three (3) Trimesters	0.167						

4. a. Elementary art, music, tech exploration, and PE teaching assignments shall be equated As follows:

ArTs Assignments		
Grade levels	Grades JrK-2	Grades 3-5
Section length	30 minutes	40 minutes
FTE per section	0.021	0.028
Daily ArTs section limit	10 up to twice per week 9 on all other days	7
Weekly (assignable) FTE minutes	1440 minutes	1440 minutes

b. Listed section times exclude passing time. Every effort will be made to make the building ArTs schedules include 2-5 minutes of passing time between curriculum sections. During grade-level PLC time, ArTs teachers will coordinate supervision for students to move between two ArTs sections.

c. If the teacher is not scheduled for 1.000 curriculum FTE, including travel recognized as FTE, building administrators, in consultation with the teacher, can add the following to the assignments of an elementary ArTs teacher during his contractual work time to reach 1.000 FTE.

Additional Weekly Work Assignments Recognized at 0.0035 FTE per 5 minutes	
CKH Announcements / launches	Differentiated instruction blocks
Lunch Supervision	MTSS support/intervention
Supervision of recess	ArTs fun extra session during student lunch
Supervision of detention/suspension	Co-teaching
Plan a school assembly	Proctoring an NWEA testing room
Building-level ArTs PLC meeting	School social media support
Facilitate IEP accommodations (For example: reading tests aloud)	Other work items by mutual agreement of the District and the Association

D. Teacher Preparation Time

1. Student passing time does not count as preparation time. The following shall be designated as preparation/planning time for teachers:

Building/ Grade Level	MPHS	MPMS	Oasis	JrK-5 (Including ArTs)	Non-traditional and non-teaching members
Minimum Minutes of Preparation Time	71 per day	42 per day	45 per day	360 per week	360 per week

2. Elementary grade-level teachers shall be guaranteed preparation time during the time when specialized teachers are with their students including library. The weekly schedule of each elementary teacher (including special educators and ArTs teachers) must include a minimum of 360 minutes of preparation time. Blocks of time 10 minutes or more in length count toward this minimum.

3. The following shall be designated as preparation/planning time for elementary teachers except when the teacher is participating in a PLC described in Article XIII paragraph E or the recess duty program described in Article XIII paragraph I.

Weekly for grades JK-2*	min.	Weekly for grades 3-5*	min.
Two 30-minute Physical Ed. Sections	60	Two 40-minute Physical Ed. Sections	80
Two 30-minute Art Sections	60	Two 40-minute Art Sections	80
Two 30-minute Music Sections	60	Two 40-minute Music Sections	80
One 30-minute Library Section	30	Two 40-minute Tech Exploration Sections	80
One 30 minute Tech Exploration Section	30	One 40-minute Library Section	40
One 25-minute Recess session per day	125		
	365		360

4. Each teacher of grades 3-5 is responsible for facilitation of daily social interaction(s)/ activity break(s) for students. The teacher determines the time of the break(s), and the suggested 20 minutes may be split as needed during the day. Each teacher is expected to supervise students when his class is on break.

5. Elementary ArTs sections will not usually be made up when cancelled due to inclement weather, assemblies, etc.

E. Preparation work in PLCs

1. When elementary ArTs schedules allow grade level teachers common planning time, grade-level teachers will participate in a schedule of PLC meetings for up to 60 minutes per week for up to three (3) weeks per month. The PLC meeting agendas are jointly created by the teachers and the principal.

Paragraph E (Continued)

2. Every effort shall be made to create a PLC meeting schedule that balances with other professional responsibilities. In creating the PLC meeting schedule, principals will consider the building staff meeting schedule, the teachers' deadline to submit report cards, and other factors relating to teachers' preparation workload. PLC meetings will not occur in the first or the last student week of the school year or in the week prior to parent-teacher conferences. Principals may occasionally cancel scheduled PLC meetings.

3. With the exception of the PLC and participation in recess duty, all teachers shall typically utilize their preparation time according to their own professional judgment. When necessary, a building administrator may direct a teacher's work during preparation time. For example, a teacher may be notified by the principal that they need to attend an IEP meeting during their scheduled preparation time.

F. Duty-Free Lunch

1. All teachers shall have a duty-free lunch period daily. The teacher's lunch period may or may not be during a student lunch period.

2. In the occasional event that a work responsibility must occur at the time of a teacher's regularly scheduled lunch period, the teacher will have the choice between moving his lunch time that day or receiving lunch duty compensation for their lost lunch break.

3. The length of a teacher's lunch period is defined as the time block and the passing time on one side of the time block. Minimum lunch period times are as follows:

Building	Mt. Pleasant High School	Mt. Pleasant Middle School	Oasis	JrK - 5 (All buildings)
Minimum lunch period	35 minutes	46 minutes	35 minutes	35 minutes

G. Assignments and Schedules

1. For secondary teachers, a general education preparation is recognized as a trimester course with a unique set of curriculum content outcomes. For secondary special education teachers of Michigan Merit Curriculum courses, every effort shall be made to have teaching assignments in adherence to preparation limits of general education teachers. For secondary special education teachers of Michigan Merit Curriculum courses, when counting teaching preparations, the team taught and resource room sections of a course shall count as the same course.

Secondary teaching preparation limits	Subject Limit	Preparation Limit
Maximum preparations	2 per trimester	8 per year with no more than 3 in one trimester

2. Exceptions to preparation limits may occur if: (a) the teacher will give his written consent; and (b) the parties agree that it is in the best interests of the educational process.

3. Mt. Pleasant High School Oiler Hour

a. Oiler Hour at Mt. Pleasant High School refers to 10 minutes within one (1) regular class period in the school day. This time shall be used to provide social-emotional instruction and mentorship to students.

- Shall count as the same FTE as other periods
- Shall not impact a teacher's prep count
- Shall not impact a teacher's total pupil count

b. The Administration shall provide the calendar of required activities for this period and teachers shall facilitate these prepared activities or administrator-approved substitute activities.

c. Teachers whose preparation period occurs during the Oiler Hour period may be assigned other building responsibilities for 10 minutes during that period.

4. Mt. Pleasant Middle School Advisory

a. Advisory at Mt. Pleasant Middle School shall be used to provide social-emotional instruction and mentorship to students. A teacher who is assigned 0.50 FTE or more at Mt. Pleasant Middle School may be assigned an Advisory. This period, which will be shorter in length than all other academic class periods at Mt. Pleasant Middle School:

- Shall count as Zero (0) FTE
- Shall not count in a teacher's prep count
- Shall not count in a teacher's total pupil count

b. Every reasonable effort shall be made to maintain classroom loads that allow for effective instruction and mentorship to students during this period. The Administration shall provide the calendar of required activities for this period and teachers shall facilitate these prepared activities or administrator-approved substitute activities.

H. Multi-building Assignments

1. For a teacher whose assignment includes only Mt. Pleasant High School trimester courses and Mt. Pleasant Middle School semester courses, the following teaching loads shall constitute full time:

MPHS	1	2	3	4	5	6	7	8	9	10
MPMS	10	9	8	7	6	5	4	3	2	1

Paragraph H (Continued)

2. For teachers whose schedule includes both thirty (30)-minute and forty (40)-minute sections in a day, the following chart identifies the maximum number of each section type taught in a day:

30-minute sections	0	1	2	3	4	5	6	7	8
40-minute sections	7	6	5	4	3	3	2	1	0

3. Every effort will be made to balance a teacher's preparation time proportionally to his building assignment.

4. When a teacher's assignment requires travel between buildings during the work day, twenty (20) to thirty (30) minutes will be recognized in his schedule specifically for each travel during the work day.

5. The specific schedule for a teacher's multi-building assignment must be reviewed for the impact of travel FTE to confirm full-time and overload status.

6. For a teacher with a multi-building assignment in buildings that do not have the same start/end times, the teacher's 434-minute assignment must be clearly defined. As with any overage situation, the teacher may choose to accept work outside of this 434-minute assignment. Additional work shall be recognized as 0.0035 FTE per 5 minutes in the teacher's weekly assignment.

7. For a teacher with a multi-building assignment requiring mid-day travel between buildings more than twice a week, the teacher's schedule shall be reduced by 0.021 FTE for each mid-day travel beyond the initial two.

8. For a teacher with a multi-building assignment requiring mid-day travel, mileage related to the work assignment shall be compensated at the current IRS business mileage rate.

I. Elementary Recess Duty

Supervisors of elementary recess shall be paid the amount specified in Schedule B. The teachers in the building shall cooperatively schedule recess responsibilities shared by all teachers. In a building, all certified staff may each be scheduled on the recess rotation schedule for one slot. Every attempt shall be made to create schedules that provide each elementary teacher with at least one break in each student instruction day unless the teacher(s) requests otherwise.

J. Unpaid Extra Duties

1. All teachers are required to attend/participate in four (4) events outside of the school day. The term "event" refers to an open house, parent-teacher conference session, or a building-identified extra-duty assignment. At the beginning of the school year, the principal and the building school improvement team (and/or secondary department coordinator committee) shall develop a list of extra duty assignments/events for the year. From this list, teachers shall select the required extra duty event(s) they would like to participate in for the year. These extra-duty events are not part of the extra pay for extra duty policy. If a teacher does not select the required extra duty event(s), such events will be assigned to that teacher. A teacher may not be involuntarily assigned to an unpaid extra duty event that is expected to exceed five (5) hours. Performance of such activities shall not be included in a teacher's evaluation. Teachers shall attend and be physically present for the full scheduled duration of their extra duty events.

Required Events Outside of the School Day				
Primary Assignment	Event #1	Event #2	Event #3	Event #4
Elementary	August Building-wide Open House	Fall P/T Conference Evening Session	Building Extra Duty Event determined as described in Article XIII J1	Building Extra Duty Event determined as described in Article XIII J1
Middle School	August 6th Grade or 7th/8th Grade Open House	Fall P/T Conference	Building Extra Duty Event determined as described in Article XIII J1	Building Extra Duty Event determined as described in Article XIII J1
High School	August Building-wide Open House	New Student/ Freshmen Orientation	Building Extra Duty Event determined as described in Article XIII J1	Building Extra Duty Event determined as described in Article XIII J1
GI-TEC	August Building-wide Open House	New Student/ Freshmen Orientation	GI-TEC Open House	Building Extra Duty Event determined as described in Article XIII J1

To best meet the needs of alternative education students and families, Oasis may not have a traditional open house or orientation. Teachers at Oasis will not follow a four (4)-event sequence as listed above. They may be expected to attend up to (2) events, each five (5) hours or less. Administration will determine these events if they occur. Oasis teachers will be given at least thirty (30) calendar days of notice of these events.

2. Teachers shall attend an Open House at the beginning of each year as scheduled in the calendar of the Master Agreement. When a teacher is unable to attend the scheduled open house, the principal will provide a form (mutually agreed to by the Association/Board) for parents to indicate their desire to meet with the teacher. Teachers will document on this form their efforts to contact the parents.

   Teachers shall attend and be physically present for the full scheduled duration of all Parent-Teacher Conference sessions. This requirement applies uniformly to all certified staff, regardless of position, number of scheduled appointments, or parent attendance.

   If a teacher is unable to attend a Parent-Teacher Conference session due to unavoidable circumstances, he must obtain approval from the building administrator and the assistant superintendent using the appropriate form. Approval requires a written plan to reschedule missed conferences which must be mutually agreed upon by the teacher, the building administrator, and the assistant superintendent.

3. Parent-teacher conferences

   a. Teachers shall attend and be physically present for the full scheduled duration of all Parent-Teacher Conference sessions. This requirement applies uniformly to all certified staff, regardless of position, number of scheduled appointments, or parent attendance.

   b. If a teacher is unable to attend a Parent-Teacher Conference session due to unavoidable circumstances, he must obtain approval from the building administrator and the assistant superintendent using the appropriate form. Approval requires a written plan to reschedule missed conferences which must be mutually agreed upon by the teacher, the building administrator, and the assistant superintendent.

4. Contractual staff meetings

   a. On two (2) days each month (September through May) and one (1) day each month (August and June) all certified staff members shall attend meetings called by the school principal. Such meetings shall last no longer than one hour. After school meetings shall begin no later than ten minutes after the dismissal of the last regularly scheduled class. Before school meetings shall begin seventy (70) minutes before the regular start of the student day. Teachers may place appropriate educationally related items on the agenda.

   b. Within the first week of the school year, administrators shall provide teachers a year-long schedule for contractual staff meetings. In these schedules, all elementary buildings shall have common staff meeting days and all secondary buildings shall also have common staff meeting days. No regular meetings will be scheduled in the calendar week containing the first student day of the school year or the calendar week containing the last student day of the school year.

c. When necessary, the principal of a building may reschedule the date of an individual meeting. If a teacher has a conflict due to a change in a meeting date, the teacher shall not be required to attend the meeting.

d. The date or time of individual meetings may be changed by a majority vote of the impacted staff. This allows secondary departments to hold their department meetings at an alternate day or time if elected to do so by a majority vote of the department and communicated to administration by the department coordinator. When the department meeting agenda includes special items (like cross-building collaboration) which are not possible in the teacher-determined day/time, the day/time of that individual meeting reverts to the day and time listed on the original year-long schedule.

e. Teachers whose regular duty time is split between buildings shall discuss with their supervisor(s) which contractual staff meetings they will attend.

f. If a teacher is aware in advance of an unavoidable reason to miss a contractual meeting, he should inform his administrator at least 24 hours in advance of the meeting. If a situation arises within 24 hours of the meeting, he should inform his administrator as soon as possible. If a teacher is absent from a contractual meeting for any reason, he is responsible for reviewing all information about agenda items presented at the meeting, and for implementing all directions announced at the meeting. The teacher does not need to use benefit time for a missed meeting.

5. The Association and the District agree that some supervisory responsibilities shared among secondary teachers on an equitable basis are necessary at school functions, like assemblies. When the principal schedules an assembly, after consideration of equitable preparation time among teachers, he shall communicate certified staff attendance expectations for the assembly.

K. Occasional Meetings with Parents

1. When an administrator notifies a teacher in writing of a parent request for a meeting, the teacher shall, within three (3) school days, meet with the parent or have scheduled a meeting for a later date and shall notify the administrator of the scheduled meeting. If a mutually acceptable date cannot be reached, the administrator shall, within the next five (5) school days, establish a meeting date and time during the teacher's work day or within thirty minutes before or after the work day.

2. A teacher has a professional responsibility to provide information for his student's IEP meeting. A teacher may be directed to attend an IEP meeting for his student.

L. <u>Alleviation of Crowded Conditions</u>

1. The Association and the Board recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality education that is the goal of both the Association and the Board.

2. An overload occurs when the countable number of students exceeds the maximum listed in Article XIII L.3, after the fifth school day of the beginning of the trimester.

   For up to 2 students over the maximum, an elementary grade-level teacher shall receive thirty dollars ($30) per day per student, and a secondary teacher shall receive fifteen dollars ($15) per day per student. Elementary compensation occurs for the whole day or is prorated as half day for each overload. When the overload exists in a secondary team taught section, overload compensation will be split equally among the teachers of the section. Once an overload exists, it exists until the teacher is notified that a student has been removed from the class list. When an elementary schedule includes a curriculum-level exchange that creates an overload, the teacher with the overload will receive fifteen dollars ($15) per week.

   When elementary students assigned to a self-contained class are integrated into regular elementary classes for half time or more in a day, they will be counted on the roster for the full day for the purpose of class size and overload calculations regardless of whether a paraprofessional is present. When elementary students assigned to a self-contained class are integrated into regular classes for less than half time in a day, they will be counted on the roster for a half day for the purpose of class size and overload calculations regardless of whether a paraprofessional is present.

   During the time that the overload exists, every day that counts toward state-funded student instruction time, regardless of whether the daily schedule has been altered, shall qualify for overload aide time or pay. The administration shall be responsible to submit to payroll the information necessary for overload payment.

   Teachers shall not be required to turn in further documentation of overloads beyond the teacher's initial confirmation of the initial overload. Once an overload occurs and until written notice of its end is provided, any overload that exists beyond the fifth day of a semester/trimester shall require compensation to the teacher retroactive to the first day of the overload. Overloads that existed prior to the fifth day of the semester/trimester but did not continue beyond the fifth day shall not require compensation.

3. Because the pupil-teacher ratio is an important aspect of an effective educational program, every reasonable effort will be made to maintain classroom loads within the following maximum standards and to minimize the inequities within the school to the extent possible except in traditional large group instruction or experimental classes where teachers have voluntarily agreed to exceed these maximums. After the fifth school day of the beginning of the semester/trimester, the Association president will be notified of any overloads that remain and will be notified of any subsequent overloads.

   Unless reasonably unavoidable, the maximum number of pupils per secondary teacher per day shall not exceed five (5) times the maximum number established below. (e.g.: 5 * 30 or 150 per math teacher.) If curriculum is delivered in a trimester schedule at the secondary level, unless reasonably unavoidable, the maximum number of pupils per day shall not exceed four (4) times the maximum number established below. (e.g.: 4 * 30 or 120 per math teacher.)

There shall be an overload limit of two (2) in any classroom.

In all the cases above where exceptions to the Maximum Pupil numbers below are allowed, the contractual overload compensation shall be provided.

a. Classes in Elementary Schools	Maximum Pupils	Paraprofessional Support
Junior Kindergarten	21	At and over 18
Kindergarten	25	At and over 20
Grade 1	25	
Grade 2	25	
Grade 3	25	
Grade 4	27	
Grade 5	27	
Combination Grades	Lower Max	

b. Classes in Secondary Schools	Maximum Pupils
Advanced Placement (AP) and Honors	28
English / English Language Arts	28
Social Studies	30
Mathematics	30
Science	28
World Languages	30
General Education	30
Special Education Resource Room	16
Music (General)	32
Band	**
Choir	**

Paragraph L3b (Continued)

Classes in Secondary Schools	Maximum Pupils
Art	30
Health & Hygiene	30
Physical Education	38*
Extended Algebra 2	28
Focus, Support & Foundations Classes	20
Credit Recovery & Academic Support	25
All 6th Grade Classes (except band/choir)	28
7th and 8th Computer Science	24
CTE Classes with Paraprofessional	30
CTE Classes without Paraprofessional	25

*Over 38 and up to 50 to be determined by mutual agreement of instructor and principal.
**To be determined by mutual agreement of instructor and principal.

No overloads shall be scheduled in a class that requires work stations. In the event a work station becomes inoperable, the administration will have five (5) school days to either provide a workable station(s) or reduce the class size to match the number of operable work stations.

c. Certified School Counselors
For up to 400 students at each secondary building, there shall be at least one counselor. For every 100 students over 400, there shall be at least an additional .25 FTE counselor.

d. Psychologists Two (2)

e. Special Education
For courses and programs not specifically listed, maximum class sizes for the special education programs shall not exceed guidelines as established by the State of Michigan Department of Education except for State approved deviations and/or waivers.

At the beginning of each school year, every effort shall be made to distribute special needs students evenly within elementary building classrooms at each grade level.

f. The Association shall be notified of all applications for deviations and/or waivers and shall be provided with copies of all completed applications for deviations and/or waivers. Such notice and paper or electronic copies shall be provided at the time the application is made. In addition, the administration shall provide the Association with the rationale for the deviation and/or waiver.

g. Exploratory Classes

Because of the nine (9) week or twelve (12) week rotation of these classes, the class size shall be equal. No class shall exceed the maximum number of twenty-four (24) students. The class load for exploratory teachers shall be six (6) times the maximum number of students per class.

h. Team Taught Classes

In recognition that a team taught section of a secondary course should be equivalent to another general education section of the same course, there is a practical limit to the number of students with relevant IEP's and 504 plans in the team taught section. For team taught sections, every effort shall be made to create class rosters where placement based on IEP's and 504 plans accounts for not more than one-third (1/3) of the class.(As a general guideline, a student with accommodations for a reading disability would count as a relevant IEP for the ratio in ELA, social studies, science, health, and business courses, and a student with accommodations for a math disability would count as a relevant IEP for the ratio in science and math courses. If a student's IEP or 504 accommodations include: the need for assessments to be read aloud, the need for assessments to be completed in an alternate setting, the need for reduced/modified assignments, or the need for supervised breaks, the IEP or 504 would count as relevant for the TT ratio. The IEP or 504 team may identify other student needs that result in recognizing the IEP or 504 as relevant in the TT ratio.)

D. Instructional Staff Assistants (ISAs)

The Board agrees to engage an instructional staff assistant (ISA) in each building to assist teachers with non-teaching responsibilities.

E. Building Budget/Expenditures for Supplies

Building/program budgets are allocated from the total funds available on a per student basis. All expenditures, including those for supplies, are to be determined by site based decision making.

If any item is ordered by a teacher and is not received, those funds remain available to that teacher within that budget year.

ARTICLE XIV
COORDINATORS

DEPARTMENTS:

BUILDING (MPMS)	BUILDING (MPHS)	K-12
English	English	PE/Health
Mathematics	Mathematics	Art
Science	Science	Counseling
Social Studies	Social Studies	Special Education
	Arts & Communication	1 Elem.
	Family & Consumer	1 MS
	Science	1 HS
	Business	1 Speech Path.
	Trade & Industry	World Language
		Music

A. A department exists if it consists of at least three (3) FTE (Full-time Equivalent) persons teaching in the same academic area.

B. A Coordinator shall be elected by majority vote of department members, subject to approval by the Superintendent. The appointment shall be for a period of three (3) years. If the elected Coordinator does not complete the term, a replacement is elected for the remainder of the term. The building department coordinators shall report to the principal. K-12 coordinators shall report to the Assistant Superintendent or other appropriate supervisors.

C. All coordinators shall exercise such coordinating functions and serve as liaison between the teachers of the department, the school administration, and PSC. Key purposes of the coordinators include promoting and assisting in the development of K-12 curriculum, and coordinating and facilitating group decision making. At the first coordinators' meeting in the fall, secondary building principals shall provide all coordinators with paper or electronic copies of the building budget and monthly updates at each coordinators' meeting. Each elementary principal/special ed director/Title director shall provide a paper or electronic copy of the building budget and monthly updates to all teachers in the building / department / program.

Specific responsibilities to be performed include the following:

*Chair regular department meetings (approximately one per month);
*Assist in textbook/program review and selection, where appropriate;
*Prepare department budget requests;
*Assist new teachers in the department;
*Assist teachers with information on standardized testing;
*Serve as a liaison with sales and/or educational representatives;
*Advise supervisors of department decisions regarding department conference/travel requests;
*Assist substitute teachers, when feasible;
*Act as resource person for teachers, administrators and PSC;
*Report to and keep appropriate principal informed of department matters;
*Serve on appropriate five-year cycle review committee;
*Complete other mutually agreed upon functions.

Paragraph C (Continued)

Such department coordinators shall not be considered as supervisory teachers, nor shall they perform any supervisory duties.

D. A Coordinator is compensated under Schedule B, based on the number of members of the department. Anyone elected as a building/K-12 department coordinator, whether as a permanent assignment or merely as acting coordinator, shall be compensated according to the following schedule based on the number of teachers including himself:

1. 3.0% of BA Step 1 for those departments having 3 through 5 teachers.

2. 3.4% of BA Step 1 for those departments having 6 through 9 teachers.

3. 3.8% of BA Step 1 for those departments having over 9 teachers.

Social workers assigned to service general education students are recognized as members of the counseling department.

E. Mileage allowance shall be given for travel to elementary schools to assist and consult when requested by administration.

F. In lieu of a stipend, one (1) period of released time per day may be made available annually to a department coordinator for carrying out department responsibilities upon written request to the superintendent by March 1 of each year and approval by the superintendent by the third Monday of March of each year.

G. The MPHS Special Education Department Coordinator may elect one (1) period of released time per day for carrying out department responsibilities in lieu of a stipend. Written notification of this election must be submitted to the district by March 1 of each year.

H. Each coordinator will be provided with up to two half-days of released time per school year to complete any of the duties described above.

ARTICLE XV
SUBSTITUTE TEACHERS

A. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. Where a substitute is needed for more than one day, efforts will be made to provide continuity.

B. The Board agrees to comply with Section 1236 of the School Code in regard to substitutes.

C. The Board and the Association recognize the need for qualified substitute teachers. If asked, teachers will provide input regarding the quality of a substitute's work in order to allow the board to determine the effectiveness of a substitute teacher.

ARTICLE XVI
SALARY SCHEDULE AND OTHER BENEFITS

The salaries of teachers covered by this Agreement are set forth in Appendix IA, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement. For the life of this Agreement, members shall receive steps, lane changes, and longevity. The Board also agrees to negotiate possible wage increases for the current school year following the annual financial audits each November for the life of this Agreement. The parties also agree to begin those negotiations on or before December 15. By mutual agreement between the Board and the Association, this date may be amended.

A. All teachers shall be provided their individual Salary Statements each school year by the date mutually agreed upon between MPEA and the MPPS business office. Determination of the date for salary statement distribution will be determined by January 1, and the decision will be based upon the status of wage negotiations.

If it is necessary to withhold a portion of a teacher's salary, such withholding shall be computed on the teacher's Appendix IA salary and longevity.

B. Salaries for teachers working less than full time and/or less than the full contractual year shall receive salary compensation prorated by the teacher's full-time equivalent (FTE) and/or by the ratio of days in the teacher's work-year to the days in the MPEA negotiated contract year.

The Assistant Superintendent will communicate these prorations. For newly hired teachers, this will be communicated in the offer-to-hire letters. Teachers changing FTE will receive a written communication before the assignment change has finalized. Teachers leaving their positions before the end of the contract year will receive written communication when calculations for their final paycheck occur**.**

C. <u>Other Benefits</u>

1. Terminal Pay
   Teachers who have at least ten (10) years of service with the Mt. Pleasant Public Schools and are retiring under the provisions of the Michigan Employee Retirement Fund shall receive terminal pay computed at forty dollars ($40.00) for each year up to twenty (20) years. A person who has served twenty (20) years or more shall receive terminal leave pay computed at sixty dollars ($60.00). The maximum for terminal leave pay shall be one thousand, five hundred dollars ($1,500.00). Teachers who leave employment prior to the completion of the contractual school year are ineligible for terminal pay.

2. Long Service Increments
   After completion of fifteen (15), twenty (20), twenty-five (25) and thirty (30) years of service as a teacher in the Mt. Pleasant Public Schools System, the following rates of longevity pay based on the first step of the BA column shall be paid for each of the periods of service below.
   After 15 years = 2.35% of the BA step 1;
   After 20 years = 3.7% of the BA step 1;
   After 25 years = 5.05% of the BA step 1; and
   After 30 years = 6.4% of the BA step 1.

   The only exception to the above is an administrator covered by the Tenure Act.

Paragraph C (Continued)

3. Payroll Schedule

All bargaining unit members shall receive their scheduled salary payments via direct deposit to the financial institution(s) of the member's choice. New hires shall have one pay period (approximately two weeks) to notify the district of their choices and complete the necessary paperwork.

a. Members may elect to receive their salary under one of the following options:

i. Contract Year: Spread in equal installments over the contract year, generally September to August (26 pays)

ii. School Year: Spread in equal installments over the school year, generally September to June (21 pays)

iii. Lump Sum At End: Spread in equal installments as though over the contract year, with a lump sum in June for the balance (20 + 1 pays)

b. Teachers who have elected to receive their salary in contract year installments (i. above) may request to switch to the lump sum option (iii. above) by written notification to the chief financial officer on or before May 1.

c. The above language shall not be construed to prohibit the first pay from beginning in August when the bi-weekly or semi-monthly payroll schedule dictates.

d. It is also recognized that from time to time, it will be necessary to schedule contract year pays (i. above) over 27 pays instead of 26 pays. In that case, the following will occur:

i. Contract year pays will be spread over 27 pays.

ii. School year pays will continue to be spread over 21 pays.

iii. Lump sum option pays will be spread over 21 + 1 pays, with the lump sum being equal to 6/27 of the contract amount.

e. A determination shall be made by April 1 of each year whether 27 pays will be required for the following contract year. The Association president shall be notified by April 1 if it is determined that 27 pays shall be necessary.

f. Should the district begin to schedule salary payments on a semi-monthly basis, paragraphs d and e above will be null and void and the salary options in paragraph a above will be modified as follows:

i. Contract Year: Spread in equal installments over the contract year, September through August (24 pays, paid on the 5th and 20th of each month except when the 5th or 20th occurs on a weekend). Note: Each year a pay schedule shall be developed by mutual agreement of the parties.

ii. School Year: Spread in equal installments over the school year, September through June (20 pays, paid on the 5th and 20th of each month); see note in i. above.

iii. Lump Sum At End: Spread in equal installments as though over the Contract Year option, with a lump sum in June for the balance (19 + 1 pays)

4. Credit for Outside Teaching Experience

Newly employed teachers of the Mt. Pleasant Public Schools may be credited steps for their documented years of experience in other K-12 school systems.

This provision shall not be construed to require the District to grant full credit in other school systems. By way of illustration, the Superintendent may authorize placement at step 5 for a newly employed teacher with ten (10) years of experience in other K-12 school systems.

For determining initial salary schedule placement for MPEA counselors, social workers, speech pathologists, and school psychologists, a review of the transcript containing their master's degree will occur. The number of graduate credits over 30 shall be recognized on the MPEA salary schedule as earned credits over MA. For example, Sally Social Worker earned her MSW degree from a university requiring 57 credits. (57 earned graduate credits - 30 = 27.) Sally would have an initial placement on the MPEA salary schedule on the MA+15 column and would need 3 graduate credits to move to the MA+30 column.

Counselors, social workers, speech pathologists and school psychologists hired before July 1, 2022 may submit master's degree transcripts for recognition of credits earned over 30. Counselors, social workers, speech pathologists, and school psychologists hired before July 1, 2022 who are already on the MA+45 column shall have a transcript review. If the master's degree held at the date of hire required over 30 credits, they shall receive a one-time compensation of two thousand dollars ($2000).

5. Credit for Military Service

a. Up to four (4) years credit on the salary schedule will be allowed those entering teaching in the Mt. Pleasant School System at the rate of one (1) year for each two (2) years in the Armed Services. Additional credit of up to two (2) years may be granted by the Board, based on a careful evaluation of the individual's military experience in relation to the position he is to assume.

b. For teachers leaving Mt. Pleasant Public School teaching service and returning thereto, credit on the salary schedule for each year, or major portion thereof, in the Armed Services will be granted in accord with Uniformed Services Employment and Reemployment Rights Act (USERRA) and all state and federal laws.

6. Adjustment on Salary Schedule

When a teacher earns a degree or completes sufficient professional learning to qualify for salary adjustment, the teacher shall complete the salary schedule increment form and submit it to the Human Resource office along with transcripts, MOECS, and/or other documentation. As long as the documentation reflects completed professional learning, the salary adjustment will be prorated to reflect the fraction of workdays in the contract year occurring after the submission date. The district will make the pay adjustment no later than the second pay period following the receipt of confirmation documentation. This adjustment shall not alter a teacher's placement on the experience step in the salary schedule.

Credit hours taken beyond B.A. applicable to the salary schedule shall be on the graduate level. For teachers, the District shall recognize State Continuing Education Clock Hours (SCECH's) for salary advancement. One graduate-level credit hour shall be equivalent to the current SCECH-to-credit equivalence recognized by MDE for certification renewal. Currently, one credit hour shall be equivalent to twenty-five (25) SCECHs.

For non-teaching bargaining unit members, additional professional learning endorsed by the related professional organization will be recognized for salary advancement. For Speech Pathologists, fifteen (15) American Speech-Language-Hearing Association (ASHA) Certification Maintenance Hours (CMH) or hours of professional learning endorsed by the Michigan Department of Licensing and Regulatory Affairs (MI LARA) shall be recognized as one (1) graduate credit. For social workers, fifteen (15) CEU hours endorsed by the National Association of Social Workers (NASW) or hours of professional learning endorsed by the Michigan Department of Licensing and Regulatory Affairs (MI LARA) shall be recognized as one (1) graduate credit. For counselors, fifteen (15) hours of professional learning endorsed by the Michigan Department of Licensing and Regulatory Affairs (MI LARA) shall be recognized as one (1) graduate credit.

Paragraph C6 (Continued)

Additional Recognized Professional Learning for Salary Advancement		
Position	Professional Learning Units	1 graduate credit equivalence
Teacher	MDE SCECHs	25 SCECHs
Speech Pathologist	ASHA CMH	15 ASHA CMHs
Speech Pathologist	MI LARA Hours	15 MI LARA Hours
Social Worker	NASW CEU	15 NASW CEUs
Social Worker	MI LARA Hours	15 MI LARA Hours
Counselors	MI LARA Hours	15 MI LARA Hours

7. INSURANCE BENEFITS

a. The District shall provide to the teacher working half-time or more the following MESSA benefit plan options for a 12-month period for the teacher and his family. It is the responsibility of each teacher to timely apply for appropriate benefit coverage. An open enrollment period shall be provided annually at dates mutually determined by the Association and the District No teacher shall be eligible for benefit coverage until properly enrolled. For purposes of determining these costs, the District will have the right to collect declarations from members of their intended enrollment class at the start of the school year.

b. No teacher shall actually be covered for benefits until the effective date of the coverage which shall be determined by the policy, plan or program requirements. The District is not responsible for benefits available under said plan, program or policy for any period when the teacher is not covered. The terms and conditions of the plan, program, or insurance policy determine eligibility for benefits.

c. The District shall pay the full annual amount allowed per the provisions of PA 152 of 2011 toward the MESSA medical premiums and, when applicable, deductible contributions to the teacher's Health Savings Account or Health Reimbursement Account. The remaining annual cost for the teacher's elected medical plan premiums shall be paid by the teacher.

The District's annual limits will be paid toward the total of twelve (12) months of medical premiums. These limits shall adjust to reflect the most current limits at the beginning of the new plan year. Any teacher who leaves the employ of the District after the deductible is front loaded and prior to the end of that school year, must reimburse the District for any portion of the deductible as it relates to months not employed at the district. Members enrolled for less than twelve (12) months will have monthly prorated limits established by dividing the appropriate limit by twelve (12).

Any teacher who leaves the employ of the district shall retain ownership of HSA funds, and shall have access to HRA funds for one (1) calendar year from the date employment terminates.

d. The teacher's share of his total insurance cost for either option 1 (total of monthly medical premiums plus deductible contribution to Health Reimbursement Account) or option 2-(total of monthly medical premiums plus deductible contribution to Health Savings Account) will be payroll deducted bi-weekly for 19 pays beginning with the second paycheck of September.

To reconcile the school year with the plan year, the teacher's share of his total insurance cost may change when midyear rates become available. Any changes impacting the teacher's payroll deduction will be implemented no later than the first pay after January 1.

Any teacher who has a status change that causes a change in the cost of his insurance after the open enrollment period will have an adjustment (increase or decrease) that is prorated on a monthly basis.

For purposes of this section, dock time shall mean contractual work time for which the teacher is not working and is unpaid. For each unpaid absence (dock time) taken by the teacher that is not part of a documented and approved medical leave, the District shall deduct from the employee's paycheck, the prorated amount corresponding to the district-paid portion of the teacher's medical benefits, including dental and vision.

For teachers electing medical insurance, the per-diem/hourly rate will be determined by dividing the total cost of the teacher's district-paid hard cap by the number of scheduled work days/hours for the year. For teachers electing cash-in-lieu, the per-diem/hourly rate will be determined by dividing their annual cash-in-lieu amount by the number of scheduled work days/hour for the year. For teachers electing vision and/or dental insurance, the per-diem/hourly rate will be determined by dividing the total annual premium by the number of scheduled work days/hours for the year. This deduction will occur in the pay period following the dock time occurrence. For clarification, these deductions will not occur for unpaid days in a documented and approved medical leave. For example, deductions will not occur for the three (3) unpaid days necessary to qualify for access to MPEA sick bank support.

Paragraph C7 (Continued)

e. Medical Plan Options

i. For the 2026 plan and calendar year (January 1, 2026, to December 31, 2026):

2026 Plan Options			
	Option 1	Option 2	Option 3
Plan Name	MESSA Choices	MESSA ABC Plan 1	MESSA ABC Plan 2.5
Deductible	$500 single; $1,000 2-person or family	Minimum amount allowed by IRS as High Deductible Health Plan (For 2026, $1,700 single; $3,400 2-person or family)	$2,500 single, $5,000 2-person or family
HSA/HRA deposit	HRA with Full Deductible deposited on the first business day after January 1	Health Equity HSA with choice of Full Deductible, Half Deductible, or no deposit on the first business day after January 1	Health Equity HSA with choice of Full Deductible, Half Deductible, or no deposit on the first business day after January 1
Prescription Plan	5-Tier Rx Mandatory Mail	5-Tier Rx Mandatory Mail	5-Tier Rx Mandatory Mail

Paragraph C7e (Continued)

ii. For the 2027 plan and calendar year (January 1, 2027 to December 31, 2027):

2027 Plan Options			
	Option 1	Option 2	Option 3
Plan Name	MESSA Choices	MESSA ABC Plan 1	MESSA ABC Plan 2.5
Deductible	$500 single; $1,000 2-person or family	Minimum amount allowed by IRS as High Deductible Health Plan	$2,500 single, $5,000 2-person or family
HSA/HRA deposit	HRA with Full Deductible deposited on the first business day after January 1	Health Equity HSA with choice of Full Deductible, Half Deductible, or no deposit on the first business day after January 1	Health Equity HSA with choice of Full Deductible, Half Deductible, or no deposit on the first business day after January 1
Prescription Plan	5-Tier Rx Mandatory Mail	5-Tier Rx Mandatory Mail	5-Tier Rx Mandatory Mail

iii. For plans with HEALTH EQUITY HSA, teachers may contribute, through payroll deduction and electronic transfer additional money toward their HEALTH EQUITY HSA up to the maximum federal amounts allowed. It is understood by the parties that in the event federal requirements for minimum deductible amounts required for Health Savings Account exceed the current deductible attached to MESSA ABC Plan 1, the annual deductible attached to this plan will automatically be increased to those federally required minimum levels.

iv. A teacher may elect a plan or make changes to his plan during the open enrollment period or when he experiences a qualifying event. Regardless of when the teacher enrolls in a plan, the deductible amount runs from January 1 to December 31.

f. The district's section 125 plan shall include the provision necessary for pre-tax contributions to employee's HSA accounts administered through HEALTH EQUITY.

g. All other non-health MESSA benefits described below shall be fully paid by the District.

LTD/Dental/Vision/Life and AD&D Benefits:
Long-term disability (LTD) 66 2/3 %, $ 5,000 monthly maximum, Monthly salary maximum $ 7,500; 180 calendar days modified fill, freeze on offsets, alcoholism/drug addiction and mental/nervous same as any other illness; Full Family Delta Dental 100/100/80/80; Annual Max $1,000; Child Orthodontics lifetime maximum = $2,000. Full Family Vision (VSP 2); $15,000 Term Life Insurance and AD & D.

Bargaining unit members not electing one of the medical benefit options described in Article XVI Paragraph C7e will receive cash in the annual amount equal to $350 per month for twelve (12) months; Cash in Lieu compensation occurs in bi-weekly payroll for 19 pays beginning with the second paycheck of September. A bargaining unit member electing cash-in-lieu must provide documentation of his enrollment in other legally-sufficient health coverage prior to receiving cash-in-lieu compensation.

Bargaining Unit members selecting Cash in Lieu of medical benefits still receive LTD/Dental/Vision/Life and AD&D Benefits.

8. Bargaining unit members may elect to make voluntary contributions to a 403(b) annuity, a Roth 403(b) annuity, or both. The third party administrator (TPA) for all 403(b) and Roth 403(b) annuity contributions shall be MEA Financial Services or its designee. The district shall not charge bargaining unit members for any administrative fees. It is not the intent of this provision to change the currently named investment providers.

9. Tuition Reimbursement

The Board shall reimburse the entire tuition cost for courses satisfactorily completed by teachers if these courses have been organized at the specific request of the Board and the enrollment of the teacher concerned has been approved in advance by the Board. If the Board requests a teacher to enroll in a course, it shall reimburse him for the entire tuition cost upon satisfactory completion of the course.

10. Flex Spending Plan for Medical and /or Child Care Expenses

The district will make available a Flex Spending Plan for Medical and/or Child Care expenses in accordance with federal law. The Employer will make known to the Plan Administrator that the parties' intended use of the Flex Spending Plan is limited to medical and/or child care expenses directly related to the negotiated benefits and programs provided under the terms of the Master Agreement.

The plan is not intended to serve as a vehicle to be used by insurance companies and/or other vendors in the general public to gain access to the MPEA membership for purposes of promotion and sale of their products.

ARTICLE XVII
MISCELLANEOUS PROVISIONS

A. Electronic copies of this Agreement shall be provided to all bargaining unit members prior to the signing of their annual contracts.

B. Should any part of this Agreement be found contrary to law, it does not invalidate any other part of the Agreement.

C. To further understanding and to aid in the most effective implementation of the terms of this Agreement, representatives of the bargaining teams of both the Association and the Board shall meet on a regular basis. For the purpose of discussion and articulation of this Agreement, the parties shall meet in October, February, and April. Ratification procedures must be followed for any proposed changes, additions and/or deletions to this Agreement to take effect.

D. The staff and administration are mutually participating in School Improvement Teams which involve cooperative site-based decision-making and planning with the goal of improved student achievement. Site-Based Decision Making processes contemplate decision making groups organized around locations, programs, and large extensive problems that impact more than one location.

Contractual language about School Improvement Teams applies to all staff groups performing school improvement work, including, but not limited to student support teams and groups supporting school improvement at the district and building levels.

Participation on a School Improvement Team is voluntary.

All meetings shall be open to the staff and announced in advance. All team minutes and/or reports shall be shared electronically.

To support engagement of all certified staff in the continuing improvement process, building teams will provide updates at staff meetings, and will share opportunities for staff to participate in discussions or provide input as deemed appropriate by the team or requested by the staff.

School Improvement Teams shall not engage in collective bargaining or have the authority to address employment matters.

E. The purpose of professional development is to offer relevant and productive opportunities for professional growth for the educational staff of the Mt. Pleasant Schools. Staff development needs are determined by PSC, the District School Improvement Team or the individual buildings/programs.

F. A mentor teacher shall be defined as a master teacher as identified in section 1526 of the School Code and shall perform duties of a master teacher as specified in the code.

1. A mentor teacher shall be assigned in accordance with the following:

   a. Every effort shall be made to have a mentor teacher be a tenured member of the bargaining unit.

   b. Participation as a mentor teacher shall be voluntary. If an insufficient number of tenured members of the bargaining unit volunteer to be mentor teachers, the Board may assign a retired teacher(s) or a university professor(s).

   c. The Administration shall notify the Association when a mentor teacher is matched with a probationary teacher (mentee).

   d. Every effort shall be made to match mentor teachers and mentees who work in the same building and have the same area of certification.

   e. The mentor teacher assignment shall be for one (1) year subject to review by the mentor teacher and the mentee after three (3) months. The appointment may be renewed in succeeding years.

2. The mentor teacher shall be available to provide professional support, instruction and guidance to all probationary teachers. A mentor shall also be assigned for one year to any teacher who has had a significant change in his teaching assignment (grade level, building transfer, subject/discipline, etc.) and to any newly hired teacher who previously acquired tenure in another district. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion. Because the purpose of the mentor/mentee match is to acclimate the mentee and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the mentor teacher or mentee. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the mentor teacher.

Paragraph F (Continued)

3. The mentor shall receive an annual stipend and released time according to the following:

Mentorship Level	Examples of Typical Mentees	Annual Stipend*
Level 1 for mentee	Probationary year-1 teachers, teachers working under a permit	$700
Level 2 for mentee	Probationary year-2 teachers, teachers working under a permit, teachers with an IDP, and experienced teachers who are new to MPPS	$350
Level 3 for mentee	Probationary year-3, teachers working under a permit, teachers with an IDP, experienced teachers who are new to MPPS, and Annually Authorized.	$250

*These amounts will be prorated for midyear hires or other partial year situations, or mentor changes.

4. The District will determine the appropriate level of mentorship for each new hire. District administrators will review previous years of experience, and experience in the content area, grade level, to determine the level of support needed for newly hired staff.

5. For any teacher whose first year of mentorship is level 2 or level 3, the level placement will be reviewed by building administrators and adjusted if necessary.

6. In some cases, the work of mentorship may be fulfilled by the teacher's department coordinator as a part of the coordinator's compensation.
   - A newly-hired teacher whose position has a department coordinator and who qualifies for a Level 2 or Level 3 mentorship may receive their mentorship through the department coordinator.
   - A department coordinator may be assigned to provide mentorship to up to two (2) newly hired teachers in his department who qualify for a Level 3 mentorship or one (1) newly hired teacher in his department who qualifies for a Level 2 mentorship.
   - All new bargaining unit members will receive at least one (1) full school year of mentorship.

7. Released time for the mentor and/or mentee may be provided as needed upon request.

8. For a new teacher as legally defined by the State of Michigan, the District will provide support to attain the additional professional development as required for continued certification. Currently, a new teacher is defined as being in their first three (3) years of K-12 teaching in Michigan. This support may include substitute coverage for peer observations, mentor/mentee collaboration, and approved professional learning opportunities. When the District recommends that a mentored teacher participates in a professional learning experience with registration fees, the District will pay these fees.

Paragraph F (Continued)

9. The District will participate in a teacher induction/mentoring program mutually agreed upon by the parties. Continuation of the program from year to year requires mutual agreement.

ARTICLE XVIII
INTELLECTUAL PROPERTY RIGHTS

A. Professional staff members are encouraged to contribute to professional publications and to engage in approved professional research.

B. Materials that might be considered for publication and/or production and which identify the District in any manner shall be cleared with the Superintendent prior to publication and/or production.

C. Publications and productions shall be subject to the following copyright provisions:

1. Rights to copyrights or patent of books, materials, devices, etc., developed by professional staff members on their own time without the use of District data and are not subject to the Freedom of Information Act are retained by the individual.

   As an example, if a teacher were to author a children's fiction book on his own time, the intellectual property rights belong to the teacher.

   The decision regarding whether materials were produced independently of any work assignment or District data rests with the Superintendent.

   Professional staff members who desire to publish or produce materials on their own time should make such action known to the Superintendent prior to the time such work is started in order that proper procedures can be established to assure that District interests and the interests of the staff member are protected.

2. All books, materials, devices, or products that result from the paid work time and/or prescribed duties of professional staff members shall remain the property of the District. The District shall retain all rights and privileges pertaining to the ownership thereof.

   In the event that any of these products have commercial possibilities, the Superintendent is authorized to secure copyrights, patents, etc., which will ensure the ownership of the product by the District.

ARTICLE XIX
EDUCATOR EVALUATION

A. The Process: Beginning with the 2024-25 school year, the MPPS negotiated performance evaluation process shall include: professional goals, observations with feedback, mid-year communication, student growth and assessment data, and an evaluation rubric. Together, the process will determine year-end ratings consistent with state law.

1. Performance Goals

a. Two (2) Professional goals identified by the administrator in consultation with the teacher.

b. Probationary teachers (which include teachers working under a substitute permit) and teachers rated less than "effective", shall have an Individual Development Plan (IDP) with up to three (3) performance goals identified by the administrator in consultation and agreement with the teacher.

c. The IDP includes recommended training, coaching, professional development, and/or resources designed to improve the teachers effectiveness.

d. At the evaluator's discretion, an IDP may be created for a non-probationary teacher when performance deficiencies are observed and documented.

2. Observations

Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:

a. The teacher shall be notified no later than September 30 of each year which administrator will be conducting his year-end evaluation. If no notification is provided by September 30 of each year, that teacher should contact the building administrator.

b. There shall be at least two (2) evaluation observations in each school year the teacher is evaluated.

- The first observation shall occur no later than October 15 for teachers employed at the start of the school year.
- For teachers hired after the first work day of the school year, the first observation shall occur no later than sixty (60) calendar days after the teacher's first work day.

c. Each evaluation observation shall be no less than fifteen (15) minutes.

d. Observations may be announced or unannounced. All observations of a teacher shall be conducted openly and with the full knowledge of the teacher.

e. Either the teacher or the evaluating administrator may request that another administrator conduct an additional observation.

f. The observation must include a review of pupil engagement in the lesson that is observed, the teacher's lesson plan, and the state curriculum standard being used in the lesson.

g. The administrator should have access to additional lesson documentation no later than two (2) school days after the observation.

h. All observations shall use one of the MPPS observation forms or the electronic equivalent on the GIRESD platform.

i. Feedback from the observation will be provided in writing no later than fifteen (15) calendar days after the observation occurred.

j. A post-observation in person meeting between the administrator conducting the observation and the teacher shall occur no later than thirty (30) calendar days after the observation occurred. This meeting shall include discussion of the observation, the lesson plan, the curriculum standard, and student engagement.

3. Mid-year Communication

a. By February 1 of the school year, mid-year progress reports will be given to all probationary teachers (which includes teachers working under a substitute permit) and teachers on an IDP.

- The mid-year progress report will be aligned to the teacher's IDP and minimally identify areas needing improvement.
- The mid-year progress report includes a review and possible revision of the teacher's IDP, including specific performance goals developed by the administrator, recommended training, coaching, professional development, and/or resources designed to improve the teachers effectiveness.

b. By February 15 of the school year, all first-year teachers will have a mid-year meeting with the administrator conducting the evaluation to support the teacher's understanding of the information provided in the mid-year progress report.

4. Student Growth and Achievement Data

a. Twenty percent (20%) of the teacher's final evaluation will reflect student growth and achievement. Ten percent (10%) of the final evaluation will reflect state data, and ten percent (10%) will reflect local data.

Teachers will use shared ratings for student growth and achievement using the most recent year's data from the following sources. If data point #1 demonstrates effectiveness, no additional data needs to be reviewed for evaluation.

	State Data	Local Data Points
JrK-5 buildings	M-STEP	#1: NWEA math and NWEA reading spring-to-spring and/or fall-to-spring conditional growth #2: DIBELS benchmarks
MPMS	M-STEP & PSAT	#1: NWEA math and NWEA reading spring-to-spring and/or fall-to-spring conditional growth #2: trimester course grade
MPHS & GI-TEC	PSAT & SAT	#1: trimester course grade #2: course common final assessment (post)
Oasis	PSAT & SAT (with MPHS	#1: credit attained #2: percent increase of credits

b. For Jr.K-8 teachers, the NWEA conditional growth percentile (CGP) measure will be the greater of the CGP mean and the CGP median.

Elementary Student Achievement/Growth	Shared Data Score
If the CGP measure is less than 30%	1
If the CGP measure is at least 30% and less than 50%	2
If the CGP measure is at least 50%	3

c. For secondary teachers using a common final assessment for the student data portion of their evaluations, the assessment will be rated as a percent rounded to the nearest tenth.

	Trimester course grade	Post test only
Meeting the goal	At least 70%	At least 70%

d. For secondary teachers using the trimester course grade and/or a common final assessment for the student data portion of their evaluations, the following rubric will be used for identifying the overall rating of local data:

Student Achievement/Growth	Shared Data Score
Less than 70% of students meeting the goal	1
At least 70% and less than 85% of students meeting the goal	2
At least 85% of students meeting the goal	3

e. For Oasis teachers, the following charts identify the goals and rubric for credit attainment local data:

	For students who graduate between August 1 and May 31 and for students in attendance for the full evaluation year (October 1 to May 31)
Meeting the goal - Credit attainment	Earning at least 5.5 credits in the evaluation year or reaching the 22.5 credits necessary to qualify for graduation during the evaluation year.
Meeting the goal - Percent increase	Earning a credit increase of at least 40%.

Oasis Student Achievement/Growth	Shared Data Score
Less than 30% of students meeting the goal	1
At least 30% and less than 50% of students meeting the goal	2
At least 50% of students meeting the goal	3

f. Every effort shall be made to include a student's data, but data that does not meet the goal may be exempted from the teacher's evaluation in some circumstances.

Data attributable to students may be excluded for students who

- are absent for twenty percent (20%) or more of the school days in a trimester,
- transfer into/out of the teacher's classroom, enrolled for sixty percent (60%) or less of the course, or
- are experiencing other extenuating circumstances

Building administrators will identify a list of students whose data may be excluded. Teachers may recommend administrative review of a student's extenuating circumstances.

5. Evaluation Rubric

The GIRESD-adopted, MDE approved, Danielson rubric shall be used in the evaluation of all certified staff. The rubric shall determine eighty percent (80%) of the year-end evaluation for teaching bargaining unit members.

B. Final Year-end Ratings:

1. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing", or "needing support".

2. Using the weighted average of the evaluation rubric and student data rounded to the nearest tenth, final ratings will be calculated using the following score ranges:

Weighted Average	Evaluation Rating
Greater than or equal to 2.50	Effective
Greater than or equal to 1.50 and less than or equal to 2.49	Developing
less than or equal to 1.49	Needing Support

3. The year-end evaluation rating determination and evaluation form shall be finalized by the administrator, and delivered to the teacher at least 5 school days before the last scheduled student day of the school year. The teacher shall return a signed copy to the administrator no later than the last scheduled student day of the school year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.

4. The teacher's signature on the final evaluation document shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

5. All evaluations shall use the MPPS year-end evaluation form or its electronic equivalent on the GIRESD platform.

C. Teachers exempted from year-end evaluation:

1. Teachers who work less than sixty (60) days in any school year, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.

2. If a tenured teacher has been rated "highly effective" or "effective" for two (2) consecutive year-end evaluations, and continues to work in the same teaching position, he shall be evaluated every two years thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the second year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional two (2) consecutive years. To balance the number of effective teachers evaluated each year, a rotation will be determined.

3. Teachers exempted from a year-end evaluation will still participate in data collection and may receive administrative observations with feedback.

4. If an administrative observation necessitates additional support for a teacher, the administrator may notify the teacher that the full evaluation process will be used for the remainder of the year.

D. Compliance:

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

E. Rights of Tenured Teachers:

1. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:

   a. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such a request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than fifteen (15) calendar days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.

   b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
      - The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.
      - Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.

2. A tenured teacher who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article VIII.

3. A tenured teacher who receives three (3) consecutive ratings of "needing support" may be discharged consistent with due process. The District is not precluded from discharging a teacher at other times, as provided by the Michigan Teacher Tenure Act.

F. District Evaluation Committee

1. A joint committee of administrators and teachers will support clarification of and communication of the bargained evaluation process.

2. The MPPS Evaluation Committee shall include the Assistant Superintendent, the MPEA President, four (4) administrator representatives, and four (4) teacher representatives. Individual members will be approved by both the Assistant Superintendent and the MPEA President.

3. The MPPS Evaluation Committee will meet one (1) time by October 31 of each year and additionally as determined necessary by the Assistant Superintendent and the MPEA President.

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

1. Training on the parts and timelines of the evaluation process
   By October 14, the District shall provide, during contractually-scheduled meeting time, training to all teachers on the evaluation system and other important components of the year-end evaluation process including any priority topics for professional goals.

2. Training on the forms and electronic platform
   By November 14, the District shall provide, during contractually-scheduled meeting time, training to all teachers on any electronic transmission formats, electronic evaluation platforms, as well as reporting forms and their uses in the process.

3. Each administrator who is assigned to evaluate teachers shall at least every three (3) years have demonstrated expertise in the systems and tools used by the district. District administrators shall utilize the GIRESD training which shall include a "rater reliability" and all legally required components of administrator evaluation training.

ARTICLE XX
VACANCIES, STAFFING PROCEDURES, LAYOFF, AND RECALL

A. Vacancies and Postings

1. For purposes of the Agreement, a vacancy is defined as a currently unfilled position, a newly created position, or a position documented to become open in the future. The Superintendent or his designee determines when a vacancy exists. The following shall be the procedure for posting vacancies, staffing, displacement, layoff, and recall.

2. Notices of vacancies shall be emailed to all teachers.

3. Postings for future vacancies shall be posted for at least five (5) week days prior to being filled. August postings and postings for immediate vacancies may be posted for three (3) week days prior to being filled.

4. A teacher applies for a vacant position by submitting an email to the Assistant Superintendent and other administrators if directed by the posting.

5. Any teacher with proper credentials who applies for a vacancy shall be eligible for an interview. Each teacher is responsible for keeping the District informed of his current certification(s), license(s), endorsement(s) and other qualifications referenced in this article.

6. Vacancy postings must include requirements of the candidate (academic, experience, and skills), responsibilities of the position, the date the position is to be open, the application deadline, and instructions for submitting applications. These notices shall state the portion of the position that is scheduled to be available for the subsequent school year. If the position is currently grant-funded, the posting shall indicate the duration of the grant funding, if known.

B. Additional Work Opportunities

Paid additional work opportunities shall be posted for all teachers, as described in this article, before it is made available to other district employees. For each opportunity, the MPEA President shall be notified of the teacher awarded and the stipend paid, if the amount is not identified in the MPEA Master Agreement. The District will attempt to distribute opportunities among equally qualified teachers.

C. Annual Staffing Procedures

1. The purpose of the staffing process is to determine teacher assignments for the upcoming school year. The District will make every effort to assign 1.0 FTE to each full-time teacher.

2. The annual staffing process begins in February when the Assistant Superintendent emails all teachers a non-binding staffing survey.

3. If a teacher’s assignment changes through the staffing process, this new position becomes the teacher's current assignment.

4. The District will determine placements for the position, using transparency in the process. Vacancies posted both internally and externally will have a five (5) school-day internal window, and an internal candidate will be considered before a position is offered to an external candidate.

5. Teachers returning from leave will be placed in the same assignment or similar assignment to the one held when the leave was granted. If multiple similar positions are available and if the teacher responds to the Assistant Superintendent within 5 business days of notice, the teacher's preference will be considered in determining his placement.

6. If the District determines that a reduction in staff is required, the Association will be informed of the positions to be reduced or eliminated. Then, an administrator will promptly notify the impacted teacher.

7. Displacement
   a. For the purpose of this article, displaced means that all or part of his current staffing position is not available.

   b. When reduction is necessary, the District will retain the most effective teachers who are certified and qualified for all aspects of their positions. The following factors (if applicable) will be considered in determining which teacher is subject to displacement:
      - Teacher effectiveness ratings
      - Compliance with state or federal standards and law
      - Grant or funding requirements
      - Credentials including certification / licensure
      - Endorsements or academic experience relevant to the position
      - Specialized training beyond district provided professional development
      - Experience in the position
      - Experience in relevant and comparable positions
      - Participation in district provided professional development and implementation of district initiatives
      - Teacher discipline
      - Attendance and punctuality
      - Professional compatibility with colleagues, students, and parents
      - When factors are essentially equal, seniority will determine reductions

   c. The District will consider disruption to building and district staffing as it facilitates reductions and associated placements.

   d. When a teacher is displaced from his position, he shall have five (5) school days to identify a preferred staffing position for which he is certified and qualified. The District may place him in this preferred position, or determine that he remains displaced.

   e. When a program is relocated, the teacher(s) shall not be considered displaced.

Paragraph C (Continued)

8. Exchanges

a. Teachers may request to exchange positions by sending an email to the Assistant Superintendent and all involved building/program administrators. Exchanges require approval from all involved teacher(s) and administrator(s).

b. Building administrators, in consultation with the Assistant Superintendent, may initiate the exchange of teachers' positions.

9. Special departments

The following positions are staffed in consultation with the Assistant Superintendent and impacted building administrators.

a. All special education positions will be staffed as a department by the Special Education Director. When changes in sites, levels, and/or areas of certification are necessary, the director will first seek volunteers. If no one volunteers, then assignments shall be made on the factors listed in paragraph 6b. These assignments will not be allowed to alter the order of teachers being recalled or laid off.

b. Title I positions shall be staffed as a department by the State and Federal Programs Director.

c. Elementary art, music, physical education, and tech exploration positions will be staffed as a department by the Assistant Superintendent. Secondary art, music and physical education positions will typically be staffed in the same manner as other secondary departments. A secondary art, music, physical education or tech exploration teacher may be assigned elementary sections when district scheduling necessitates.

d. All GI-TEC positions will be staffed as a department by the GI-TEC Director.

10. The annual internal staffing process for the upcoming year will begin in February and continue until all positions are filled or until the first contract day of the new school year, whichever occurs first. The chart below identifies the timeline that will be followed:

Event	Occurs
The Assistant Superintendent will email a non-binding staffing survey to teachers. Survey results will be used to guide preliminary staffing models. Survey results will be shared with the MPEA President.	In February
Teachers under a leave of absence will provide the District with an update on their return or medical situation.	By March 1

Paragraph C10 (Continued)

Event	Occurs
The Assistant Superintendent will notify the MPEA President of all known retirements, resignations, and predicted reductions/additions. After the initial notice, updates will occur at least every 2 weeks.	By March 5
The Director of Special Education will invite special educators to request building/program changes.	By March 10
Teachers requesting to exchange positions submit requests to the Assistant Superintendent and impacted building administrators.	By March 10
The Assistant Superintendent will send the initial posting email to all teachers with postings for all known vacancies. Additional postings will occur when openings are confirmed, not on a calendar timeline.	March 1 - March 15
All internal applicants for posted positions will be notified of interview results.	Five (5) school days after last interview
Updated staffing lists are provided to all teachers.	June 1
All teachers shall receive written notification of tentative assignments, room assignments, and extended contracts (if applicable). For secondary teachers, this includes tentative course assignments. For teachers of art, music, physical education and tech exploration, this includes tentative breakdown of their FTE by building assignments.	June 30

11. If, as a result of the staffing process, a teacher was displaced from all or part of his position, and if all or part of the same position becomes available prior to the start of the next year, that teacher shall be offered the position before it is posted.

D. Voluntary Reduction

If the teacher voluntarily requests a reduction of his teaching assignment and the District approves, this becomes his "current" assignment for future staffing purposes. To increase his assignment, he must apply for and be granted additional teaching time.

E. Layoff

1. After all the staffing steps have been followed, if the District determines that a reduction in staff is necessary, teachers who do not have a position shall be laid off. The Association shall be notified of the reason(s) for layoff within five (5) school days of the District's decision.

2. In the event of layoff, the laid off teachers will be notified no later than sixty (60) calendar days prior to the beginning of the trimester the layoff takes effect.

Paragraph E (Continued)

3. When a teacher is officially laid off, his individual contract of employment terminates and the District's obligation to pay salary or benefits ends once all prorated earned compensation is paid.

F. Recall

1. During layoff, a teacher is responsible for keeping the District informed of his current address, email address, and phone number.

2. As position openings arise, teachers will be recalled in the reverse layoff order, provided that they are certified for the open position and received an evaluation rating of at least "effective" on their most recent annual evaluation.

3. A tenured teacher is eligible for recall for one (1) year from the effective date of layoff.

4. When a teacher who has fulfilled his annual contribution to medical insurance benefits is placed on layoff, he will continue to receive all insurance benefits until August 31 of that year. When a teacher who has not fulfilled his annual contribution to medical insurance benefits is placed on layoff, he will continue to receive all insurance benefits until the end of the month following the layoff notice. Teachers wishing to continue insurance beyond that point may do so on their own by purchasing COBRA continuation coverage.

5. A teacher's eligibility for recall ends if the teacher does any of the following:
   - resigns
   - declines a recall offer for a similar position with the same FTE (Full Time Equivalence)
   - fails to respond to a written recall offer within five (5) weekdays of receipt of the offer

G. Staffing outside of the annual process

1. Midyear vacancies are those that occur outside of the annual staffing process. Throughout the year, the Assistant Superintendent will notify the MPEA President of midyear retirements, resignations, vacancies, and offers to hire as they occur.

2. Midyear vacancies shall be posted internally via school email. The posting will begin within five (5) weekdays of the vacancy's documentation and remain posted for five (5) weekdays. It may simultaneously be posted externally on the district website. An internal candidate will be eligible to interview and will be considered before a position is offered to an external candidate.

3. All certified and qualified teachers may apply for midyear vacancies. The effective start date of the assignment shall be determined by the District in consideration of instructional continuity. The assignment start date may be within the current school year or at the beginning of the next school year.

Paragraph G (Continued)

4. When a midyear vacancy results in an assignment that starts at the beginning of the next school year, the district will make interim instructional arrangements that do not require a teacher to vacate their current assignment. For example, the District may employ a long-term substitute for the interim period. The Assistant Superintendent shall notify the MPEA President when a long-term substitute is utilized in this manner.

H. Grieving Staffing

Failure to follow this procedure shall be subject to the MPEA grievance process. All non-privileged information forming the basis for such action shall be made available to the teacher and the Association.

ARTICLE XXI
DURATION OF AGREEMENT

This Agreement is a two-year (2) Agreement and shall be effective upon ratification by both parties and shall continue until the 30th day of June 2028. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Through the life of this Agreement, the parties will continue negotiation discussions for financial openers, calendar openers, Letter of Agreement review, and articulation discussions for other topics deemed appropriate by the parties.

In October 2026, at the first articulation meeting of the school year, the parties will begin negotiations for the 2027-2028 school calendar. In November 2026, the parties will begin negotiations for the 2026-2027 wage opener. In October 2027, at the first articulation meeting of the school year, the parties will begin negotiations for the 2028-2029 school calendar. In November, the parties will begin negotiations for the 2027-2028 wage opener. During 2026-2027 and 2027-2028, the bargaining teams or their subgroups may opt to meet in collaborative work sessions instead of regular articulation meetings of the bargaining teams.

A signed copy of this Master Agreement and all contained Letters of Agreement is on file at both the office of the Superintendent of Mt. Pleasant Public Schools and the office of the President of the Mt. Pleasant Education Association.

Appendix I.A.

MPEA 2025-26 Salary Scale (4.00% Increase over 2024-25)					
STEP	B.A.	B.A.+ 30 / M.A.	M.A. + 15	M.A. + 30	M.A. + 45
1	$41,600	$46,142	$48,411	$50,660	$55,164
2	$43,871	$48,411	$50,660	$52,912	$57,413
3	$46,142	$50,663	$52,910	$55,164	$59,663
4	$48,412	$52,912	$55,160	$57,415	$61,912
5	$50,683	$55,165	$57,409	$59,668	$64,161
6	$52,954	$57,414	$59,658	$61,920	$66,409
7	$55,225	$59,667	$61,907	$64,171	$68,659
8	$57,495	$61,917	$64,157	$66,423	$70,909
9	$59,766	$64,167	$66,406	$68,674	$73,159
10	$62,037	$66,421	$68,656	$70,926	$75,408
11	$62,528	$68,671	$70,905	$73,178	$77,658
12	$63,020	$70,923	$73,155	$75,429	$79,906
13	$63,512	$73,172	$75,404	$77,681	$82,156
14	$64,004	$73,631	$75,862	$78,137	$82,606
15	$64,496	$74,091	$76,320	$78,593	$83,065
16	$64,988	$74,549	$76,778	$79,049	$83,523
17	$65,479	$75,008	$77,237	$79,505	$83,981
18	$65,971	$75,467	$77,693	$79,962	$84,441
19	$66,463	$75,925	$78,151	$80,419	$84,899
20	$66,955	$76,384	$78,608	$80,876	$85,358
21	$67,447	$76,842	$79,066	$81,331	$85,817
22	$67,938	$77,301	$79,524	$81,788	$86,274
23	$68,430	$77,760	$79,982	$82,244	$86,733
24	$68,922	$78,218	$80,441	$82,701	$87,190
25	$69,414	$78,677	$80,897	$83,157	$87,650
26	$69,906	$79,136	$81,355	$83,614	$88,109
27	$70,398	$79,594	$81,813	$84,069	$88,567
28	$70,890	$80,053	$82,270	$84,525	$89,026
29	$71,381	$80,511	$82,728	$84,983	$89,484
30	$71,873	$80,969	$83,093	$85,439	$89,942
Over 30	$72,365	$81,427	$83,644	$85,896	$90,400

Longevity 16-20	2.35% of BA1	$978
Longevity 21-25	3.7% of BA1	$1,539
Longevity 26-30	5.05% of BA1	$2,101
Longevity 31+	6.4% of BA1	$2,662

APPENDIX I.B.

A. Salaries of all certified employees shall be in accordance with the salary schedule adopted by the Association and the Board. Any change in salary shall be noted on new contracts at the time of change. Salaries shall be based on training and experience. If a salary schedule adjustment is made during the school year, any teacher who is unable to complete that school year will receive an adjustment in proportion to that part of the school year that the teacher has taught.

B. In compliance with Title IX regulations, the Schedule B Committee shall evaluate all positions for extra duty pay with consideration of the following factors to determine appropriate remuneration.

Non-Athletic Activities:

1. Time requirement (length of season, including number of performances)
2. Financial responsibilities to District/liability risks
3. Responsibility for transportation (travel beyond school day)
4. Decisions/meet management (including number of hours of practice and number of hours of organization beyond the school day)
5. Number of students/directors in the activity

Athletic Activities:

1. Time requirement (length of season, including number of games/performances)
2. Decisions and meet management (including liability risks, number of hours of practice and number of hours of organization beyond the school day)
3. Number of staff members
4. Responsibility for multiple team coaching
5. Responsibility for transportation (travel beyond the school day)

With the above factors, every effort shall be made by both parties of this Agreement to give and maintain equity throughout the Appendix I schedules.

C. All Appendix I.B. positions currently held by non-bargaining unit members will be posted no later than June 1 of each year. For all posted extra duty positions, all bargaining unit applicants will be interviewed. Bargaining unit members who are not selected for the position will be given rationale, if requested.

Unless otherwise stated, assistant coaches will get 70%, all freshman coaches 60%, and all intermediate coaches 50% of the percent that the head coach gets for that sport, figured at that coach's experience step.

The Board shall have the discretion to partially reduce or eliminate extracurricular programs and pay proportionally reduced salary for the activity reduced or not completed by the individual assigned.

All non-bargaining unit employees will earn 90% of the Schedule B rate of an MPPS employee.

D. Compensation for special assignments and extra duties beyond the basic salary schedule shall be as follows:

1. Traveling teachers shall receive the current IRS business mileage rate.
2. Teachers performing nonprofessional services, such as, but not limited to, ticket taking and selling, shall receive Michigan minimum hourly wage for such service.

3. All dollars paid by a college/university to the Mt. Pleasant School District for supervising student teachers shall be given to the teacher(s) who provide such supervision.

4. Teachers of Drivers Education shall be paid an hourly rate determined by multiplying the salary figure on the B.A. base of the most recently completed school year by the index figure of 0.000733.
   a. Each fiscal year, the director of the MPPS Drivers Education Program will also receive compensation equivalent to 10 days per diem at the director's salary rate (8 days for Segment 1 and 2 days for Segment 2). The director will submit documentation to HR to process per diem compensation.

5. One teacher per class who attends camp will be paid 0.3% of BA1 per night provided he is present for the entire period and remains overnight.

6. Teachers supervising lunch shall receive $15 per lunch period.

E. Special provisions for non-degree and degree personnel

1. Only years of occupational experience in a technical field which are required for vocational teacher certification in that field may be considered time in professional training. In the case of a person with previous teaching experience in his field, credit may be given for that experience on the same basis as that of other teachers.

2. In any instance that a degree person meets the qualifications for a position, the degree person shall receive preference over a non-degree person.

3. a. Newly employed vocationally certified personnel may be granted one (1) increment for each one (1) year of work experience beyond the years served in an apprenticeship on the salary schedule.

   b. This provision is not retroactive. Beginning at the start of the 2022-2023 school year, annually authorized teachers will receive the full MPEA salary listed in the Master Agreement.

F. Teachers employed on a twelve-month basis shall be paid the same rate during the summer as during the regular school year with a minimum of two week paid vacation, which may be scheduled by mutual agreement between the teacher and his immediate supervisor.

G. In the event a bargaining unit member is requested to work days beyond the contractually required number of teacher days specified in Appendix II A, the teacher shall be paid his per diem for each day worked. Per diem shall be defined as the teacher's annual salary under this agreement divided by the number of teacher work days as set forth in Appendix II.A.

If it is necessary to withhold a portion of a teacher's Appendix I.A. salary, the withholding shall be computed on the teacher's Appendix I.A. salary including longevity.

Additional work opportunities shall be posted, and the Association shall be notified through its President of the posting, of the individual awarded the work, and of the amount paid to the individual. Additional work opportunities shall not necessarily be compensated at the bargaining unit member's per diem rate.

High School Senior Mini-Session and summer teaching positions shall be paid at the hourly rate of .00085 of the most recently completed school year’s BA base salary.

H. The following charts identify the compensation rate if the district determines that the program will occur.

I. All positions listed may be shared among multiple teachers at the request of the teachers.

Non-Athletic Extracurricular Positions Based on BA1 to BA10

The following Schedule B positions are based on the individual's experience in the position and may be different from the teacher's teaching experience salary step. The Schedule B percentage below is calculated on the MPEA BA1 to BA10 salary scale. Each year of experience in the position would then increase the step on the BA1 to BA10 scale, up to BA10. Experience outside the district may be considered for these positions.

Publications	
Derrick (Yearbook)	7%
Pipeline (Newsletter) 8-10 Issues	6%
Pipeline (Newsletter) 4-5 Issues	3%

National Honor Society	2%
BPA Advisor (2@)	3%
HS Quiz Bowl Coach	6%
Art Club / NAHS Advisor	2%
Broadcasting Advisor	3%
HS Pep Club	3.5%
MS Pep Club	1.5%

HS Drama	8%
MS Drama	4%
Debate	9%
Forensics	9%

Class Advisors	
Grades 9, 10, & 11 (2@)	2%
Grade 12 (2@)	4%

Instrumental Music	
HS Band & Orchestra (+ Pep Band & Jazz Band)	6%
HS Marching Band Director (+ 2-wk band camp)	6%
HS Assistant Band Director (If no Assistant, paid to Director)	2%
MS Band Director	4%
MS Orchestra Director	2%

Vocal Music	
HS Vocal Director	6%
HS Vocal Assistant Director (If no Assistant, paid to Director)	2%
MS Vocal Director	4%

Stage Music	
HS Musical Stage Director/Producer	6%
HS Musical Assistant Stage Director/Producer (If no Assistant, paid to Director)	2%
HS Musical Technical Director	4%
HS Musical Music Director	4%
HS Pit Orchestra Director	4%

K-5 Student Council (Service Learning)	2%
MS Student Council	2%
HS Student Senate	8%

Elementary Dismissal Coordinator	4%

Athletic Extracurricular Positions Based on BA1 to BA10

The following Schedule B positions are based on the individual's experience in the position and may be different from the teacher's teaching experience salary step. The Schedule B percentage below is calculated on the MPEA BA1 to BA10 salary scale. Each year of experience in the position would then increase the step on the BA1 to BA10 scale, up to BA10. Experience outside the district may be considered for these positions.

Baseball	
1 Head	10%

Basketball	
1 Head Men's	12%
1 Head Women's	12%

Cheerleading	
Basketball	4%
Football	4%
Competitive	8%

Cross Country	
1 Head Men's	8%
1 Head Women's	8%

Dance	
1 Head	4%

Football	
1 Head	12%
2 Varsity Assistant	8.4%
1 JV	8.4%
1 Freshman	8.4%
4 Gen Assistant	7.2%

Golf	
1 Head Men's	8%
1 Head Women's	8%

Skiing	
1 Head (Men's & Women's)	8%

Soccer	
1 Head Men's	10%
1 Head Women's	10%

Softball	
1 Head	10%

Swimming	
1 Head Men's	10%
1 Head Women's	10%

Tennis	
1 Head Men's	8%
1 Head Women's	8%

Track	
1 Head Men's	10%
1 Head Women's	10%

Volleyball	
1 Head	12%

Wrestling	
1 Head	12%

Other Positions

Mentor Pay	
Level 1 for Mentee	$700
Level 2 for Mentee	$350
Level 3 for Mentee	$250

Department Coordinators	
3-5 Department Members	3.0% of BA1
6-9 Department Members	3.4% of BA1
10+ Department Members	3.8% of BA1

PSC Chairperson	10% of BA1
K-12 Technical Support Specialist	4% of BA1

Elementary Recess Duty Per Teacher in Building Rotation $200
Elementary Camp Chaperone (1 per class) 0.3% of BA1 per night
School Psychologists, Speech and Language Pathologists, Social Workers 2.5% of BA1
Tutor for Homebound Services 0.00085 of BA1
HS Senior Mini-Session & Summer Hourly Teaching Rate 0.00085 of BA Base of most recently completed year

APPENDIX II.A.
2026-27 School Calendar

1st Trimester

Aug. 17 - 19	Staff half-day flex time (See Paragraph J in Calendar Provisions)
Aug. 17	No JrK-12 students Staff meetings 8:30 a.m. – 11:30 a.m. MPHS New Student/Freshmen Orientation 1:00 p.m. – 3:30 p.m. MPHS Open House 4:30 p.m. – 6:00 p.m. MPMS 6th grade Open House 5:30 – 7:00 p.m. Fancher and McGuire Open House 6:00 p.m. – 7:30 p.m.
Aug. 18	No JrK-12 students Staff Professional Development MPMS 7th/8th grade Open House 5:30 p.m. – 7:00 p.m. Ganiard, Pullen, and Vowles Open House 6:00 p.m. – 7:30 p.m.
Aug. 19	No JrK-12 students or staff
Aug. 20	First day of school for students Full day for JrK-12 students and staff
Aug. 21	Full day for JrK-12 students and staff
Aug. 24	No JrK-12 students or staff MPPS/MPEA New hire welcome event
Sept. 4	No JrK-12 students or staff – Labor Day weekend
Sept. 7	No JrK-12 students or staff – Labor Day
Oct. 5	No JrK-12 students or staff
Oct. 8	Full day for JrK-12 students and staff MPMS Parent/Teacher Conferences 5:00 p.m. – 7:30 p.m.
Oct. 15	Full day for JrK-12 students and staff JrK-5 Parent/Teacher Conferences 5:00 p.m. – 8:00 p.m.
Oct. 16	No JrK-12 students JrK-5 Parent/Teacher Conferences 9:00 a.m. – 12:00 p.m. & 1:00 p.m. – 4:00 p.m. Secondary Staff Professional Development
Oct. 19	No JrK-12 students or staff
Nov. 3	No JrK-12 students Staff Professional Development

Nov. 12 Full day for JrK-12 students and staff; Secondary exams begin

Nov. 13 Full day for JrK-12 students and staff; Secondary exams continue

2nd Trimester

Nov. 16 Trimester 2 begins

Nov. 25-27 Thanksgiving Break

Dec. 21 – Jan. 1 No School – Winter Break

Jan. 4 Full day for JrK-12 students and staff

Jan. 22 No JrK-12 students
Staff Professional Development

Feb. 4 GI-TEC Open House

Feb. 15 No JrK-12 students
Staff Professional Development

Mar. 3 Full day for JrK-12 students and staff; Secondary exams begin

Mar. 4 Full day for JrK-12 students and staff; Secondary exams continue

Mar. 5 No JrK-12 students
Secondary Staff Trimester Transition
8:00 am - 3:00 pm with 1-hour lunch break.
Elementary Staff Professional Development

3rd Trimester

Mar. 8 Trimester 3 begins

Mar. 26 – Apr 2 No School for JrK-12 students and staff – Spring Break

May 31 No School for JrK-12 students and staff – Memorial Day

June 1 Full day for JrK-12 students and staff; Secondary exams begin

June 2 Full day for JrK-12 students and staff; Secondary exams continue

June 3 Half day JrK-12 students and staff; Secondary exams continue;
Last day of school for staff and students

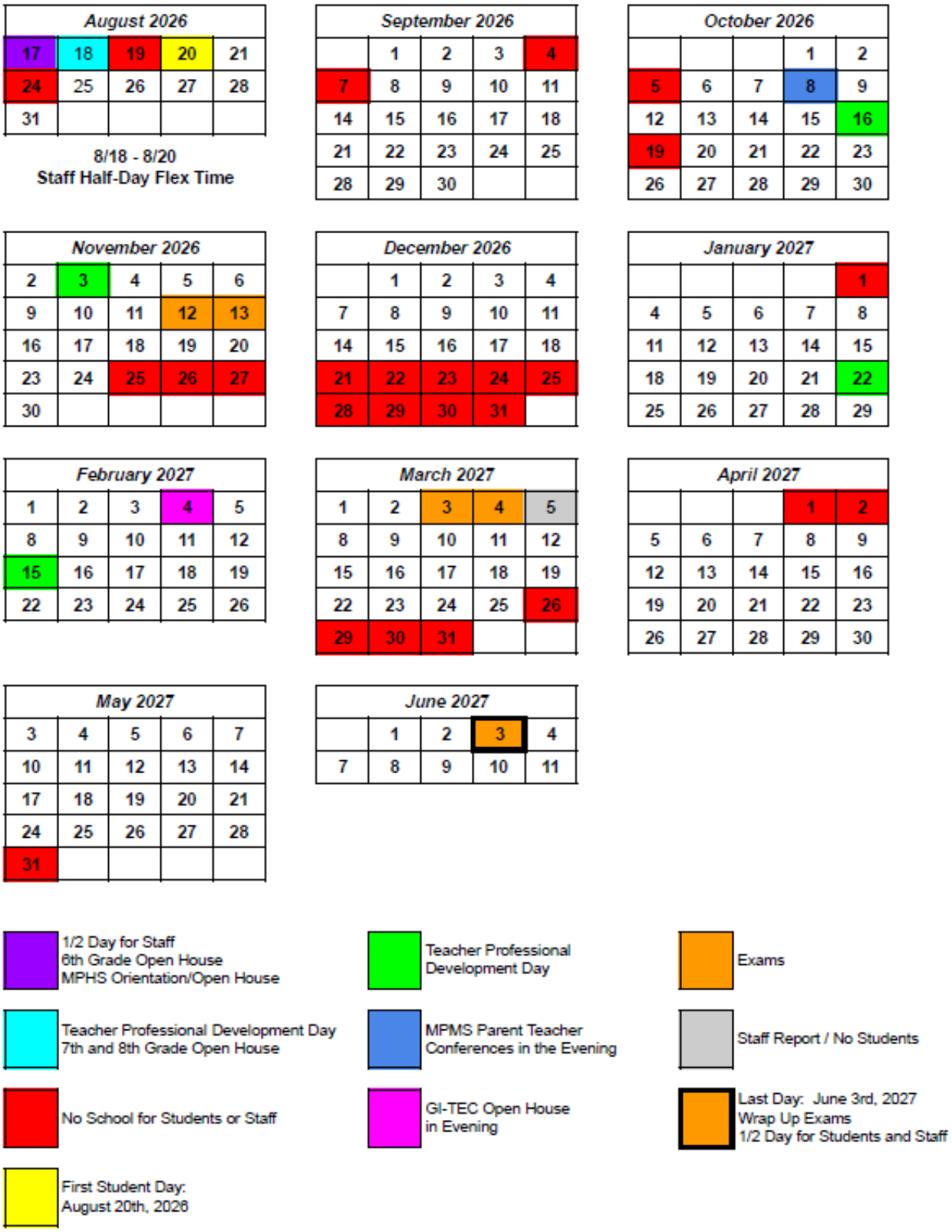
June 4, 7, … Make-up day(s), if needed
Exam schedules to be adjusted to accommodate make-up days

In the event school is closed on one or more of these days and, if exams are rescheduled, these days shall be rescheduled as half days as provided herein. Note: Paragraphs B.3. and E.3. of Article XIII apply to exam days.

No meetings will be scheduled during non-student teacher work days except on the first day of school and those half/full days designated for staff professional development.

2026-2027 Calendar Summary
182.5 Teacher Days in 183 Dates
181 Secondary Instructional Days
181 Elementary Instructional Days

MPMS and MPHS School Calendar for 2026-27



MPPS Elementary School Calendar for 2026-27

August 2026				
17	18	19	20	21
24	25	26	27	28
31				

8/18 - 8/20
Staff Half-Day Flex Time

September 2026				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

October 2026				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

November 2026				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

December 2026				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

January 2027				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

February 2027				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

March 2027				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

April 2027				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

May 2027				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

June 2027				
	1	2	3	4
7	8	9	10	11

1/2 Day for Staff
Upper Elementary Open Houses

First Student Day:
August 20th, 2026

Parent Teacher Conferences
Evening 10/15 and Full Day 10/16

Teacher Professional Development Day
Lower Elementary Open Houses

Teacher Professional
Development Day

Last Day: June 3rd, 2027
1/2 Day for Students and Staff

No School for Students or Staff

Additional calendar provisions and clarifications

A. In the event school is closed on an exam half day and, if exams are rescheduled, these days shall be rescheduled as half days. Note: Paragraphs B.3. and E.3. of Article XIII apply to exam days.

B. No meetings will be scheduled during non-student teacher workdays except on the first day of school and those half/full days designated for staff professional development.

C. The 30 minimally required hours of Professional Learning provided by MPPS will include the following opportunities for teachers to earn SCECHs:

- 6 hours on August 18, 2026
- 6 hours on October 16, 2026 (Secondary only)
- 6 hours on November 3, 2026
- 6 hours on January 22, 2027
- 6 hours on February 15, 2027
- 6 hours on March 5, 2027 (Elementary only)

When professional development is scheduled in November, it is intended to align with district buildings being used as polling sites for an election event. If the election event moves to an alternate date, the professional development day will move with it, and the listed professional development date will become a regular school day for staff and students.

Unless a special exception is mutually agreed upon by MPEA and the District, for each scheduled full day of professional development, administration shall announce the schedule and the topic no later than two (2) weeks prior to the professional development day. The schedule will start no earlier than 8:00 a.m. and no later than 9:00 a.m. It shall also reflect six (6) hours of professional learning and a one-hour lunch, and it shall include the start time, lunch time, and end time of the contractual day.

D. The District's practice of approving personal time once every three (3) years to extend a calendar vacation/holiday shall only apply to: Labor Day break, Thanksgiving break, Winter break, Spring break, Easter Weekend, Memorial Day break, and summer vacation, before and after the school year.

E. In order to create a fair balance of preparation time, the grade JrK-2 buildings will have their open houses on the first district open house date in the fall of odd years, and the grade 3-5 buildings will have their open houses on the first district open house date in the fall of even years.

F. Fall elementary Parent/Teacher conferences will be scheduled as 20-minute sessions. If open Parent/Teacher conference slots are available, additional time can be blocked to accommodate conferences needing more than the session length.

G. The contractual time of one (1) elementary staff meeting preceding Parent/Teacher conferences shall be used as individual teacher work time for report card and conference artifact preparation.

H. MPEA members who are also parents of elementary-aged children will be given first opportunity to schedule conferences with their children's teachers.

I. By August 5 of each school year, the District shall provide each teacher assigned to work at SHA with a calendar comparison chart which identifies clear expectations for teachers on days when the MPPS and SHA calendars differ. Details of these expectations are subject to MPEA calendar bargaining. In the event that the merge of the calendars results in more work days than contained in the MPPS calendar, teachers assigned to work at SHA will receive the daily rate of their salaries for each additional day they are expected to work.

J. Negotiated flex time is used to recognize a day or half-day of on site-work time with teacher flexibility in the day(s) and time(s). Teachers may fulfill their flex time any day of the week or time of the day that is not already defined as negotiated contractual work time. Teachers will not be required to complete timesheets or sign in logs for flex time.

K. All known annual compliance training will be fully uploaded and available to teachers by August 11. Teachers will have compliance training completed by October 31. Teachers hired after the first work day of the school year will have compliance training completed within sixty (60) calendar days of their first workday.

APPENDIX II.B.
SCHOOL CALENDAR

A. Prior to the adoption by the Board of the annual school calendar, the Board agrees to schedule a meeting with representatives of the Association to seek its advice and support on the content thereof.

B. Duty days shall mean those days when pupils are in attendance, orientation and curriculum days.

C. Teachers shall not be required to report for duty after the last scheduled work day of the school year unless required by state law.

1. Should a closing(s), because of conditions not within the control of school authorities, require the scheduling of an additional day(s) of student instruction to meet an annual instructional minimum required by law so as to qualify the Employer for full state aid, such additional instructional days will be rescheduled as shown in Appendix II.A.

2. Bargaining unit members required to work on rescheduled instructional days shall be paid on a per diem basis rate for all make-up days beyond those required to receive full state aid funding from the State of Michigan. Such pay shall be calculated by dividing the employee's salary schedule step under this Agreement by the number of student days set forth in this Agreement.

3. Should an instructional day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the instructional day.

4. The makeup of instructional time shall be undertaken only as necessary for the District to qualify for full state aid. Time lost for events beyond the District's control which close all JrK-12 buildings will be subtracted from each building's scheduled time. If this causes any building to fall below the state minimum required time, all JrK-12 buildings will make up the time necessary to bring all buildings to the minimum time required.

   Once the above lost time has been subtracted, any additional time lost as a result of events beyond the District's control that close individual buildings will then be subtracted from the affected building's balance. After this calculation, any building that falls below or remains under the state minimum required time will make up the time on a building-by-building rather than district-wide basis as permitted by law.

   If the District (or a building(s)) falls below the required number of student instructional hours, the District (or building(s)) will add a day to the end of the school calendar which will consist of the exact number of hours needed. If the hours exceed the length of a normal day, no make up day shall exceed the length of a normal work day. The parties may mutually agree to an alternative method for making up necessary instruction time.

(C.) 5. It is understood and agreed that in the event the rescheduling of the days at the end of the school year interferes with a teacher's scheduled return to school to upgrade his skills, the teacher may:

a) use his personal leave;
b) use his sick leave; or
c) use unpaid leave time.

6. If, at any time during the life of this Agreement, it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities, such as due to severe storms, fires, epidemic or health conditions, it is agreed that the following school closing provision shall become immediately effective:

When conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions, or a Board directive results in the closing of a school or other facility of the Employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost due to school closing under the foregoing circumstances shall not be rescheduled.

7. To the extent that any other provision of the Collective Bargaining Agreement, such as the school closing provision, school calendar or the like shall be inconsistent with the foregoing, such provisions shall be null and void as to the extent of the inconsistency.

8. In the event a teacher receives unemployment or under- employment benefits during the school year associated with his regular teaching assignment due to cancelled instruction days (as defined above), a teacher will have his pay adjusted so that his un/under-employment benefits and pay are equal to no more than his regular yearly wages had school not been cancelled.

9. Any decision to cancel and/or schedule days, or delay the starting time, shall not be grievable. It is understood that the normal day may have to be revised when the beginning of the day is delayed; however, the school day will not be extended beyond the normal close of the school day. On any scheduled student session days when students do not report, it is agreed bargaining unit members will be excused from reporting to duty.

If curriculum is delivered in a trimester schedule at the secondary level, alternative schedules will be developed to allow all classes to meet on days when school is delayed or an event causes a loss of time in one or more periods of the day. The alternative schedules will address the impacts at all buildings in the district.

10. In each year of the life of this agreement, the Association and the District shall meet on or before February 1 to negotiate the school calendar for the upcoming school year. By mutual agreement between the Board and the Association, this date may be amended.

APPENDIX III
PROFESSIONAL GRIEVANCE REPORT

Mt. Pleasant Education Association and Mt. Pleasant Public Schools

Building	Grievance Number
Date of Violation	Date of Grievance
Filed by (Check one):	Signature of Grievant
_____ Association _____ Individual	

Statement of Grievance:	
Master Agreement language violated:	Reference number(s)
Steps taken to alleviate grievance at lowest possible level:	
Remedy Requested:	

Continued on next page

For Association Grievance only:
Following the guidelines of the MPEA Master Agreement, I authorize my union representatives to handle, process, or settle this grievance at any stage of the procedure.
Grievant Signature:
Signature of Approval for MPEA Processing:

Level 1 – Disposition of Principal or Supervisor:	
Signature of Principal or Supervisor:	Date of Disposition:

Level 1 – Association or Individual Response to Disposition of Principal or Supervisor (check one):	
_____ Disposition is satisfactory. The grievance is resolved.	_____ Disposition is unsatisfactory. The grievance moves to Level 2.
Signature of Association Representative or Individual:	Date of Response:

Continued on next page

Level 2 – Disposition of Superintendent:	
Signature of Superintendent:	Date of Disposition:

Level 2 – Association or Individual Response to Disposition of Superintendent (check one):	
_____ Disposition is satisfactory. The grievance is resolved.	_____ Disposition is unsatisfactory.
Signature of Association Representative or Individual:	Date of Response:

APPENDIX IV

RE: Article IV

The MPEA and the Board of Education agree to the following procedure for the initial implementation of Article IV Section B.

I. The teacher's date of hire shall be the first day of work of his most recent employment as a teacher in the Mt. Pleasant Public Schools.

II. In the event there is no record of the teacher's first day of work, his seniority date shall be the first day of the month employment began or if unknown shall be September 1 of the first year he was employed as a teacher in the Mt. Pleasant Public Schools.

III. In the event two or more teachers are found to have the same date of hire, their placement on the seniority list shall be determined by their total years of teaching experience as defined in Article IV Section B. The teacher with more total years of teaching experience shall be placed higher on the seniority list.

IV. In the event two or more teachers have the same date of hire after completion of paragraphs I through III above, their placement on the seniority list shall be determined by a drawing of lots.

V. Each teacher so affected shall be notified, in writing, of the date, time and place of the drawing and shall be invited to attend. If the teacher does not attend, he shall be represented by the Association.

VI. Once this process has been completed and a seniority list has been established, the seniority shall not be modified in any way except to delete or add teachers to the seniority list.

VII. This process shall be completed prior to December 1, 1989.

MICHIGAN CODE OF

Educational Ethics

1. RESPONSIBILITY TO THE PROFESSION
Trust in the educational system depends upon a level of professional conduct and responsibility that may be higher than required by law. This entails holding one and others to the same ethical standards.

A. Demonstrates responsibility to oneself as an ethical professional by:
1. Acknowledging that lack of awareness, knowledge, or understanding of the Code is not, in itself, a defense to a charge of unethical conduct;
2. Knowing and upholding the procedures, policies, laws, and regulations relevant to professional practice regardless of personal views;
3. Holding oneself responsible for ethical conduct;
4. Monitoring and maintaining sound mental, physical, and emotional health necessary to perform duties and services of any professional assignment; and taking appropriate measures when personal or health-related issues may interfere with work-related duties;
5. Refraining from professional or personal activity that may lead to reducing one's effectiveness within the school community;
6. Avoiding the use of one's position for personal gain and avoiding the appearance of impropriety; and
7. Taking responsibility and credit only for work actually performed or produced, and acknowledging the work and contributions made by others.

B. Fulfills the obligation to address and attempt to resolve ethical issues by:
1. Confronting and taking reasonable steps to resolve conflicts between the Code and the implicit or explicit demands of a person or organization;
2. Maintaining fidelity to the Code by taking proactive steps when having reason to believe that another educator may be approaching or involved in an ethically compromising situation;
3. Neither discriminating nor retaliating against a person on the basis of having made an ethical complaint;
4. Neither filing nor encouraging frivolous ethical complaints solely to harm or retaliate; and
5. Cooperating fully during ethics investigations and proceedings.

C. Promotes and advances the profession within and beyond the school community by:
1. Influencing and supporting decisions and actions that positively impact teaching and learning, educational leadership and student services;
2. Engaging in respectful discourse regarding issues that impact the profession;
3. Enhancing one's professional effectiveness by staying current with ethical principles and decisions from relevant sources including professional organizations;
4. Actively participating in educational and professional organizations and associations; and
5. Advocating for adequate resources and facilities to ensure equitable opportunities for all students.

2. RESPONSIBILITY FOR PROFESSIONAL COMPETENCE
Commitment to the highest levels of professional and ethical practice, including demonstration of the knowledge, skills and dispositions required for professional competence.

A. Demonstrates commitment to high standards of practice through:
1. Incorporating into one's practice state and national standards, including those specific to one's discipline;
2. Using the Michigan Code of Educational Ethics and other ethics codes unique to one's discipline to guide and frame educational decision-making;
3. Advocating for equitable educational opportunities for all students;
4. Accepting the responsibilities, performing duties and providing services corresponding to the area of certification, licensure, and training of one's position;
5. Reflecting upon and assessing one's professional skills, content knowledge, and competency on an ongoing basis; and
6. Committing to ongoing professional learning.

B. Demonstrates responsible use of data, materials, research and assessment by:
1. Appropriately recognizing others' work by citing data or materials from published, unpublished, or electronic sources when disseminating information;
2. Using developmentally appropriate assessments for the purposes for which they are intended and for which they have been validated to guide educational decisions;
3. Conducting research in an ethical and responsible manner with appropriate permission and supervision;
4. Seeking and using evidence, instructional data, research, and professional knowledge to inform practice;
5. Creating, maintaining, disseminating, storing, retaining and disposing of records and data relating to one's research and practice, in accordance with district policy, state and federal laws; and
6. Using data, data sources, or findings accurately and reliably.

C. Acts in the best interest of all students by:
1. Increasing students' access to the curriculum, activities, and resources in order to provide a quality and equitable educational experience;
2. Working to engage the school community to close achievement, opportunity, and attainment gaps; and
3. Protecting students from any practice that harms or has the potential to harm students.

3. RESPONSIBILITY TO STUDENTS

A primary obligation to treat students with dignity and respect, including promoting the health, safety and well-being of students by establishing and maintaining appropriate verbal, physical, emotional and social boundaries.

A. Respects the rights and dignity of students by:

1. Respecting students by taking into account their age, gender, culture, setting, and socioeconomic context;
2. Interacting with students with transparency and in appropriate settings;
3. Communicating with students in a clear, respectful, and culturally sensitive manner;
4. Taking into account how appearance and dress can affect one's interactions and relationships with students;
5. Considering the implication of accepting gifts from or giving gifts to students;

Engaging in physical contact with students only when there is a clearly defined purpose that benefits the student and continually keeps the safety and well-being of the student in mind;

6. Avoiding multiple relationships with students which might impair objectivity and increase the risk of harm to student learning or well-being or decrease educator effectiveness;
7. Acknowledging that there are no circumstances that allow for engagement in romantic or sexual relationships with students; and
8. Considering the ramifications of entering into an adult relationship of any kind with a former student, including but not limited to, any potential harm to the former student, public perception, and the possible impact on the educator's career. The professional educator ensures that the adult relationship was not started while the former student was in school.

B. Demonstrates an ethic of care through:

1. Seeking to understand students' educational, academic, personal, and social needs as well as students' values, beliefs, and cultural background(s);
2. Respecting the dignity, worth, and uniqueness of each individual student including, but not limited to, actual and perceived gender, gender expression, gender identity, civil status, family status, sexual orientation, religion, age, disability, race, ethnicity, socio-economic status, and culture; and
3. Establishing and maintaining an environment that promotes the emotional, intellectual, physical, and sexual safety of all students.

C. Maintains student trust and confidentiality when interacting with students in a developmentally appropriate manner and within appropriate limits by:

1. Respecting the privacy of students and the need to hold in confidence certain forms of student communication, documents, or information obtained in the course of professional practice;
2. Upholding parents'/guardians' legal rights, as well as any legal requirements to reveal information related to legitimate concerns for the well-being of a student; and
3. Protecting the confidentiality of student records and releasing personal data in accordance with prescribed state and federal laws and local policies.

4. RESPONSIBILITY TO THE SCHOOL COMMUNITY
Promotion of positive relationships and effective interactions with all members of the school community, while maintaining professional boundaries.

A. Promotes effective and appropriate relationships with parents/guardians by:
1. Communicating with parents/guardians in a timely and respectful manner that represents the students' best interests;
2. Demonstrating a commitment to equality, equity, and inclusion as well as respecting and accommodating diversity among members of the school community;
3. Considering the implication of accepting gifts from or giving gifts to parents/guardians; and
4. Maintaining appropriate confidentiality with respect to student information disclosed by or to parents/guardians unless required by law.

B. Promotes effective and appropriate relationships with colleagues by:
1. Respecting colleagues as fellow professionals and maintaining civility when differences arise;
2. Resolving conflicts, whenever possible, privately, and respectfully and in accordance with district policy;
3. Keeping student safety, education, and health paramount by maintaining and sharing educational records appropriately and objectively in accordance with local policies and state and federal laws;
4. Collaborating with colleagues in a manner that supports academic achievement and related goals that promote the best interests of students;
5. Enhancing the professional growth and development of new educators by supporting effective field experiences, mentoring or induction activities across the career continuum;
6. Ensuring that educators who are assigned to participate as mentors for new educators, cooperating teachers, or other leadership positions are prepared and supervised to assume these roles;
7. Ensuring that educators are assigned to positions in accordance with their credentials, preparation, and experience in order to maximize students' opportunities and achievement; and
8. Working to ensure a workplace environment that is free from harassment.

C. Promotes effective and appropriate relationships with the community and other stakeholders by:
1. Advocating for policies and laws that the educator supports as promoting the education and well-being of students and families;
2. Collaborating with community agencies, organizations, and individuals in order to advance students' best interests without regard to personal reward or remuneration; and
3. Maintaining the highest professional standards of accuracy, honesty, and appropriate disclosure of information when representing the school or district within the community and in public communications.

D. Promotes effective and appropriate relationships with employers by:
1. Using property, facilities, materials, and resources in accordance with local policies and state and federal laws;
2. Respecting intellectual property ownership rights when sharing materials (e.g. original lesson plans, district level curricula, syllabi, grade books, etc.);
3. Exhibiting personal and professional conduct that is in the best interest of the organization, learning community, school community, and profession; and
4. Considering the implications of offering or accepting gifts and/or preferential treatment by vendors or an individual in a position of professional influence or power.

E. Understands the problematic nature of multiple relationships by:
1. Considering the risks that multiple relationships might impair objectivity and increase the likelihood of harm to students' learning and well-being or diminish educator effectiveness;
2. Considering the risks and benefits of a professional relationship with someone with whom the educator has had a past personal relationship and vice versa;
3. Considering the implications and possible ramifications of engaging in a personal or professional relationship with parents and guardians, student teachers, colleagues, and supervisors; and
4. Ensuring that professional responsibilities to paraprofessionals, student teachers or interns do not interfere with responsibilities to students, their learning, and well-being.

5. RESPONSIBLE AND ETHICAL USE OF TECHNOLOGY
Consideration of the impact of consuming, creating, distributing and communicating information through all technologies. Vigilance to ensure that appropriate boundaries of time, place, and role are maintained when using electronic communication.

A. Uses technology in a responsible manner by:
1. Using social media responsibly, transparently, and primarily for purposes of teaching and learning per school and district policy. The professional educator considers the ramifications of using social media and direct communication via technology on one's interactions with students, colleagues, and the general public;
2. Staying abreast of current trends and uses of school technology;
3. Promoting the benefits of and clarifying the limitations of various appropriate technological applications with colleagues, appropriate school personnel, parents, and community members;
4. Knowing how to access, document, and use proprietary materials and understanding how to recognize and prevent plagiarism by students and educators;
5. Understanding and abiding by the district's policy on the use of technology and communication;
6. Recognizing that some electronic communications are records under the Freedom of Information Act (FOIA) and state public access laws and should consider the implications of sharing sensitive information electronically either via professional or personal devices/accounts; and
7. Exercising prudence in maintaining separate and professional virtual profiles, keeping personal and professional lives distinct.

B. Ensures students' safety and well-being when using technology by:
1. Being vigilant in identifying, addressing and reporting (when appropriate and in accordance with local district, state, and federal policy) inappropriate and illegal materials/images in electronic or other forms;
2. Respecting the privacy of students' presence on social media unless given consent to view such information or if there is a possibility of evidence of a risk of harm to the student or others; and
3. Monitoring to the extent practical and appropriately reporting information concerning possible cyberbullying incidents and their potential impact on the student learning environment.

C. Maintains confidentiality in the use of technology by:
1. Taking appropriate and reasonable measures to maintain confidentiality of student information and educational records stored or transmitted through the use of electronic or computer technology;
2. Understanding the intent of Federal Educational Rights to Privacy Act (FERPA) and how it applies to sharing electronic student records; and
3. Ensuring that the rights of third parties, including the right of privacy, are not violated via the use of technologies.

D. Promotes the appropriate use of technology in educational settings by:
1. Advocating for equal access to technology for all students, especially those historically underserved;
2. Promoting the benefits of and clarifying the limitations of various appropriate technological applications with colleagues, appropriate school personnel, parents, and community members; and
3. Promoting technological applications (a) that are appropriate for students' individual needs, (b) that students understand how to use and (c) that assist and enhance the teaching and learning process.

LETTER OF AGREEMENT
between
THE MT. PLEASANT EDUCATION ASSOCIATION
and
THE MT. PLEASANT BOARD OF EDUCATION

Re: Professional Learning Stipend

In recognition of the importance of collaboration in professional learning, a teacher may choose to complete approved half-day and full-day professional development activities outside of his workday. In lieu of release time from his workday, a teacher may receive stipend compensation for his approved half-day or whole-day professional learning event.

Teachers intending to use day(s) in this manner and intending to receive a stipend as compensation will:

- submit the MPPS Conference Leave Form to the Assistant Superintendent for Human Resources.
- give a detailed description of the professional learning that will take place.
- include a detailed agenda that includes increments of time spent on specific areas of the learning and where professional learning will take place. Location must be on school, public library or campus grounds. Campus grounds can include CMU, RESD or GIRESD, or designated conference location.
- Preference will be given to those activities/projects that include grade level or departmental collaboration.
- provide minutes from the professional learning within 5 days after the event has taken place.

To align half-days and whole-days with the Michigan Online Educator Certification System (MOECS), a half-day event is defined as at least three (3) hours up to but not including six (6) hours in length, and a full-day event is defined as at least six (6) hours up to and including eight hours in length. In lieu of release from his work day, a teacher will receive a fifty dollar ($50) stipend for half-day events, and a one hundred dollar ($100) stipend for full-day events.

Some example events that might be used in this manner are:

- Professional learning opportunities facilitated by professional organizations or the RESD that occur in the evening or on the weekend
- Collaborative learning opportunities among teachers from multiple MPPS buildings (like a publisher's professional development about the teacher resources of a new MPPS curriculum resource)
- Collaborative learning opportunities with teachers in other districts (like professional development about teaching strategies for teachers who have few or no MPPS colleagues in the same teaching assignment)

Waiver Form for Association Representation

Mt. Pleasant Public Schools and Mt. Pleasant Education Association

I, _____, am aware that I may have Association representation, but I
(name)

have voluntarily elected not to have representation present at the meeting held with

_____ on _____ starting at _____.
(administrator) (date) (time)

I understand that my waiver does not restrict or in any way waive the rights of the Mt. Pleasant Education Association to grieve and that the Association will be provided a copy of this waiver of representation.

I reserve the right to rescind this waiver with a written statement to the administration and to reassert my right to representation at any time.

_____ _____ _____
Bargaining Unit Member Signature Date Time