AGREEMENT BETWEEN
MT. PLEASANT COMMUNITY EDUCATION ASSOCIATION/MEA/NEA
AND

MT. PLEASANT PUBLIC SCHOOLS
THE BOARD OF EDUCATION

2025 – 2028

Duration of Agreement

This Agreement is a three-year (3) 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 verbally and it is expressly understood that it shall expire on the date indicated.

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ARTICLE 1 – RECOGNITION

1.0 The Board hereby recognizes the Mt. Pleasant Community Education Association/MEA/NEA as the Exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified teaching personnel, and non-certificated instructors , personnel, and instructional coordinators in the Mt. Pleasant Community Education program, Community Education employees at Oasis building, Isabella County Correctional Facility, Isabella County Day Treatment Facility, Great Start Readiness Program employees currently at Rosebush Elementary and/or at any/all other potential satellite locations. [Supervisory and executive personnel, office, clerical, maintenance and operating employees, teacher-aides and assistants are specifically excluded.]

1.1 The term "bargaining unit member" when used hereinafter in this Agreement shall refer to all employees in the bargaining unit as above defined.

1.2. The term "Board" shall include its officers and agents.

1.3 The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, Public Acts of 1965, for the duration of this Agreement.

ARTICLE 2 - RIGHTS OF THE BOARD

2.0 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

A. To the executive management and administrative control of the school system and its properties and facilities and the assigned school related activities of its employees.

B. To hire all employees and, subject to the provisions of law, to assess their capabilities, the conditions for their continued employment, their dismissal or demotion, and to promote or transfer all such employees.

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

D. The Board has discretion over prohibited subjects of bargaining.

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

2.2 Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE 3 - ASSOCIATION RIGHTS

3.0 The Association shall have the right to the use of bulletin boards in specific areas to post notices of its activities and other official matters of the Association. The Association may use the district mail service and teacher mailboxes for communications to teachers.

3.1 The Association shall have the right to use school equipment, designated for Mt. Pleasant Public School use, including any duplicating equipment, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, provided that all such equipment is operated subject to procedures approved by the respective community school director or manager. The Association shall pay for the cost of all materials and supplies incidental to such use. The Association agrees to reimburse the Board for any damage to equipment, other than normal wear, entrusted to its use and care.

3.2 Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, provided that this shall not interfere with, or interrupt normal school operations. All such representatives, other than those who are employees of the Mt. Pleasant Public Schools, shall make their presence known to the school's secretary, before entering any school building in the District.

3.3 The Board agrees that neither it nor any of its administrative agents shall discriminate against any teacher by reason of race, creed, color, national origin, sex, sexual orientation, marital status, political activities or membership or participation in the activities of the Association or any other employee organization.

3.4 At the beginning of every school year, the Association shall be credited with five (5) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Assistant Superintendent in writing no less than five (5) days in advance of taking such leave. This leave shall not be used to support work stoppages or slowdowns in this school district or in other districts.

3.5 Nothing contained herein shall be construed to deny or restrict to any teacher, or the Association, rights they individually or collectively have under the Michigan General School Laws or any other statutes or regulations of the state or federal government. All rights under the Michigan Teacher Tenure Act and the Michigan Public Employment Relations Act are specifically acknowledged.

ARTICLE 4 - PROTECTION OF TEACHERS

4.0 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 student time, teachers shall plan for individual groups of students 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 students. Teachers shall assume the responsibility for providing adequate plans. The board will be responsible for providing those materials necessary to conduct instruction at all sights, at all levels, in all areas mentioned in this agreement.

4.1 The Board recognizes its responsibility to continue to give support and assistance to all teachers with respect to the maintenance of control and discipline. The Association recognizes that each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom.

4.2 Suspension of students from school may be imposed by the Superintendent, or Community Education School Director, or their designated representative. Teachers and administrators will endeavor to achieve correction of student misbehavior through student interviews, student support services and collaboration of parents/guardians/court support services.

4.3 The Association agrees that all teachers shall observe rules respecting discipline of students as established by the Board and its agents, or required by law. The Association also recognizes that all disciplinary actions and methods invoked by teachers shall be reasonable and just.

4.4

A. The Board recognizes its responsibility to support and assist teachers with respect to maintenance of control and discipline in the classroom. If a particular student requires the assistance of counselors, social workers, special education staff, law enforcement personnel, physicians or other professional adults, the Board will take reasonable steps to support the teacher. It is the responsibility of the teacher to inform the building administrator of such needs.
B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained; however, when acting in the scope of their duties, a teacher may use force as is necessary and allowed (Board Policy # Seclusion and Restraint)
    1. For self-defense or the defense of another
    2. To prevent a student from inflicting harm to self
    3. To quell a disturbance that threatens physical injury to any person
    4. To obtain possession of a weapon or other dangerous object upon or within the control of a student

4.6 Teachers shall be expected to exercise reasonable care with respect to the safety of students and the property of students 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.

4.7 No teacher, with the exception of GSRP Lead Teachers, shall be required to administer medication prescribed for a student. No teacher shall be expected to perform routine, scheduled maintenance of an apparatus used by the student to sustain his/her body functions nor render routine scheduled care or maintenance of exceptional bodily functions (e.g. tracheotomy, diapering, use of the toilet, etc.) related to the student's impaired condition.

4.8 No teacher shall be required to transport any students for any reason.

ARTICLE 5 - TEACHERS' RIGHTS

5.0 Teachers shall have full rights afforded by the law of the State of Michigan and the United States.

5.1 Teachers will have notification and will be able to apply to any internal vacancy that is posted within the district before it is considered an external vacancy.

5.3 Each teacher shall have the right, upon request, to review the contents of her/his own personnel files. A representative of the Association may, at the teacher's request, accompany the teacher in this review. When material is placed in a teacher's file which may be used as a basis for a reprimand, warning, or disciplinary action, the teacher shall receive a copy of the material placed in the file prior to the placement of said material and shall have the opportunity to submit a written response, which shall be attached to the original document.

5.4 PROFESSIONAL BEHAVIOR AND ACCOUNTABILITY

The MPEA contract guidelines and process for Professional Staff Discipline is intended to align with the following Board Policy language:

- Policy 4407 (Discipline)
- Policy 1101 (General Policy Statement)
- Policy 4108 (Union Activity and Representation)

The disciplinary investigation process is outlined in Board Policy, and ensures fairness, transparency, and compliance with legal standards.

A. 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.

3). Off-duty conduct may result in discipline if it adversely impacts the District and is not a legally protected activity.

4). The Association recognizes 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 shall be grounds for investigation & possible discipline.

5). Complaints:

- The District will notify the teacher and the Association of the allegation(s) via verbal or written notice of the concern, complaint, or allegation regarding the teacher's conduct.
- Complaints not resulting in discipline will not be placed in the employee's personnel file.

6). An administrator will conduct a prompt and impartial investigation of a complaint which includes:

- Interviewing witnesses and gathering relevant evidence
- Providing the teacher with an opportunity to respond via a fact-finding, due process interview.
- Allowing the teacher to suggest additional witnesses or evidence

7). Right to Representation

- Employees shall have full Weingarten Rights.
    - Bargaining unit members have the right to union representation during any meeting that could lead to disciplinary action
    - Weingarten Rights do not cover routine conversations that are not investigatory
- Members may choose to have another bargaining unit member accompany them
- The selection of representation should not unreasonably delay the meeting

8). Administrative Leave

- The Superintendent or designee may place the member on paid administrative leave during the investigation if the nature of the allegations warrants such action
- It is deemed advisable for the teacher to remain at work during the investigation
    - Placement on administrative leave is not considered a disciplinary measure

9). Determination and Disciplinary Action

- Upon concluding the investigation, if unprofessional behavior or misconduct is substantiated, the following is considered:
    - the severity of the offense
    - the teacher's prior record
    - consistency with past disciplinary actions
- Possible disciplinary measures include:
    - Written documentation of a verbal warning
    - Written warning or reprimand
    - Paid or unpaid suspension
    - Discharge
    - Disciplinary actions are not required to follow a progressive pattern

10). Documentation
- All disciplinary actions are documented in writing
- The member receives a copy and it is placed in their personnel file

11). Grievance Limits & Written Notation
- Probationary teachers cannot grieve discipline
- Tenured teachers may only grievance discipline up to arbitration
- A member may submit a written notation of up to 3, 8.5 x 11 pages, to reply or respond to any complaints and will be placed in the personnel file.

5.5 Electronic mail is a Board-owned resource. Employees who use this system must realize that electronic communications are inherently vulnerable and non-private. To ensure productivity and good morale, the Board affirms that users of these systems shall have a limited zone of privacy subject to reasonable needs of the Board in assuring the rights of individuals, ensuring lawful conduct of all employees, and protecting the school system from the threat of litigation.

5.6 E-mail shall not be used for illegal purposes, or any purpose that violates school board policy. Email may be subject to discovery in lawsuits, and to review by outside sources.

ARTICLE 6 - TEACHING CONDITIONS

6.0 Due to the individuality of the students in these programs, it is the teachers' right to:
• decide upon the means and methods of instruction,
• decide upon the selection of supplementary materials and other teaching tools.
• decide upon the use of teaching aids and equipment.
• collaborate with administration on creation of class schedules and the hours of instruction.

6.1 Teachers shall not be required to work under conditions which endanger the health, safety, or wellbeing of themselves or students they teach.

6.2 Teachers' work environment, including bathrooms, shall be adequately cleaned, lighted, heated and ventilated.

6.3 The Board shall provide teaching supplies and materials available, including curriculum materials, in sufficient supply when needed, that aligns with the budget, for all programs/subjects in all buildings and at all locations. MPCEA will be included in the PSC process and task force.

6.4 Mt. Pleasant Community Education (MPCE)- in-person class sizes for daytime classes shall not exceed an average of 30 active/regular attending students for each teacher.

A. Great Start Readiness Program (GSRP)- Class sizes will follow GSRP guidelines as pertains to student/teacher ratio (1:8).

6.5 Teachers should report any unsafe working conditions, in writing, to their immediate supervisor. Any alleged unsafe work condition reported by an employee shall be investigated. The Board shall take necessary steps to insure the safety and well-being of the staff and students.

6.6 The administration shall determine the placement and/or transfer of students with input from the staff.

6.7 The Board shall make every attempt to provide: 1) a separate desk and/or file with a lockable drawer space for each teacher and a computer for use in each teacher's classroom; 2) suitable space for each teacher to store coats, and other personal articles; 3) chalkboard/whiteboard space in every classroom; 4) copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach, including teachers' editions ; 5) adequate storage space in each classroom for instructional materials whenever possible; and 6) a faculty workroom and lounge.

ARTICLE 7 - TEACHING HOURS

7.0 The teacher's work day will be seven (7) hours and fifteen (15) minutes, which will include a thirty (30) minute duty free lunch period.

GSRP Lead Teachers must coordinate their arrival and departure time to ensure that staff to student required ratios are met.

Every effort will be made to provide GSRP teachers additional planning and preparation time.

GSRP programs must follow Program Administration guidelines from the GSRP Implementation manual.

Four day programs use the fifth day for planning and preparation activities.

Every effort will be made to provide 5 day programs with non-contact planning time during rest time, as recommended by the Program Implementation Manual.

5 day programs who have shortened weeks on the calendar may not also expect additional rest period planning during those shortened weeks.

The board shall provide a thirty (30) minute, unpaid, duty-free, lunch period for each teacher, except in emergency situations. It is understood that with administrative approval additional flexibility in the daily schedule may be needed for a teacher who is assigned to the Isabella County Correctional Facility.

Every effort will be made to provide a duty-free 30 minute lunch for GSRP lead teachers, and coverage for weekly prep time.

7.1 Every effort will be made to secure a qualified substitute teacher when a teacher is absent for one-half (½) day or more.

Teachers working a pre-approved additional assignment in excess of the typical work day will be paid at their hourly rate. The hourly rate shall be defined as 0.00085 x Step 1 of the BA Teacher Pay Scale.
All substitute compensation shall be paid for that pay period provided appropriate paperwork is submitted to the Business Office.

7.2 Staff Meetings

Up to two (2) one hour staff meetings (before or after school) may be scheduled by the administrator each month.

For example GSRP teachers may be invited to elementary staff meetings. MPCE teachers may be included with Oasis staff meetings.

If the calendar schedule provides half-days for students, part of the half-day may be used for staff meetings or professional development.

7.3 Travel Time

When a teacher is required to travel to one of the secondary locations for their regular teaching schedule, travel times are as follows:

- From Community Education/Oasis Building to or from Day Treatment Building – Five (5) Minutes
- From Community Education/Oasis Building to or from ICCF - **Fifteen (15) Minutes (From downtown?)**
- From Community Education/Oasis Building/ICCF – Fifteen (15) Minutes

7.4 Travel Allowances

When a teacher is required to travel to one of the secondary locations for their regular teaching schedule, he/she will be compensated for mileage at the current IRS rate. The teacher will turn in appropriate forms quarterly; March 31, June 30, September 30, and December 31.

ARTICLE 8 – LONGEVITY

8.0 The longevity scale (2025) will be added to Appendix A (the salary scale).

8.1 Seniority shall be lost upon resignation, retirement and/or discharge from the District.

8.2 A copy of the seniority list and all subsequent updates shall be provided to the Association by October 15 of each year. Additions will be made and sent to the president of the Association on a regular basis, when new hires occur. Errors, omissions, and/or deletions in or to the list will be noted and made as required to conform to this Agreement.

8.3 In the event it becomes necessary to determine who is more senior among a group of teachers having the same seniority, date and time of hiring will be noted on the contract of the teacher upon the signing of his/her contract.

ARTICLE 9 - PAID LEAVE~Sick Leave, Personal Days and Bereavement

9.0 Each school year, every teacher shall be credited with 8 days of sick leave, and four (4) days of personal leave.Unused personal days will roll over to sick days. Unused sick days will accumulate up to 120 days. The leave days may be taken by a teacher for the following reasons and subject to the following conditions:

A. Personal Illness or Disability - The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability.

B. Illness in the Immediate Family - The teacher may use a maximum of eleven (11) days of his/her sick leave for illness in the immediate family if accumulated.

C. Sick Leave - shall not be taken in less than one-half hour increments.

D. Sick Leave Credit - The Board shall furnish each teacher with a written statement before the beginning of each school year setting forth the total accumulated sick leave.

E. For the purposes of this contract, sick days may not be used for animal care.

Sick leave credit for less than full time positions will be prorated.

9.1 Bereavement

The teacher shall be granted a maximum of an five (5) days per death of an immediate family member— thus defined as husband, wife, child(ren), mother, father, brother, sister, father-and mother-in-law, grandparents, grandparents-in-law, brother-and sister-in-law, step-children, step-mother, step-father, step-brother, step-sister, step-father-in-law, step mother-in-law, step grandparents, step-brother-in law and step- sister-in-law or someone who stands in their stead. These days are not chargeable to leave.

The teacher shall be granted five (5) days per year to attend funerals of any other persons, not chargeable to sick days.

For the purposes of this contract, bereavement days may not be used for animals.

9.3 Personal Business Days

At the beginning of every school year each teacher shall be credited with four (4) days to be used for the teacher's personal business. A personal business day may be used for any purpose at the discretion of the teacher. Teachers shall turn in requests for personal days at least 48 hours to ensure sub coverage in advance, except in an emergency situation.

Teachers may use a personal day(s) next to a holiday or break, once every 3 years. A conditional request form should be submitted to the Assistant Superintendent for documentation and approval.

Request for Conditional Leave (Next to Holiday or Need for DockDay)

9.4 Jury Duty

Teachers called to jury duty or subpoenaed to testify in a judicial proceeding, arbitration or fact finding shall be paid his/her salary less jury or witness fee for time spent during school hours.

ARTICLE 10 - UNPAID LEAVES OF ABSENCE

10.0 General Leave General Request for Leave of Absence

A general-purpose leave may be granted for a period of up to one year subject to application to the superintendent and approval of the Board. Such leave shall expire at the beginning of the next school year. No salary increment or advancement on the seniority list shall be granted for said leave. The teacher may ask for one additional year, not

later than April 1st . This application must be approved by the Board. After the second year of unpaid leave, the teacher must either return to their position or write their letter of resignation to the Board.

10.1 Military Leave **Request for Military Leave of Absence**

A leave of absence shall be granted to a teacher who is protected by Federal Laws and the laws of the State of Michigan as those laws pertain to a person who serves in the armed forces of America. Salary increments and conditions related to the teacher's return to district employment shall accrue in compliance with the Uniformed Services Employment Reemployment Rights Act (USERRA).

10.2 Return from Leave of Absence
Teachers must inform the Board of their intent to return to employment sixty (60) days prior to the end of any general leave. Failure to inform the Board will result in the employee's termination. Teachers on military leave must inform the Board of their intent to return to employment in compliance with the Uniformed Services Employment Reemployment Rights Act (USERRA).

10.3 Teachers who return from Leave of Absence of one (1) year or less shall be returned to their former position. If the position no longer exists, they shall be assigned in accordance with Section 13.4.

10.4 Teachers who return from a leave of over one (1) year are not guaranteed their former position. They are entitled to a similar position based on their certification, qualifications and seniority.

Family and Medical Leave **MPPS Medical Leave Form**

An Employee who has worked for the District for a period of at least twelve (12) months and who has worked at least twelve hundred fifty (1,250) hours during the twelve (12) month period before the leave is to start, shall be granted up to twelve (12) work weeks of unpaid leave during any twelve (12) month period on a rolling year basis. If there is any inconsistency between these provisions and FMLA or the implementing regulations, FMLA and its regulations will supersede these provisions.

A. Pursuant to the Family and Medical Leave Act as amended, an employee shall be entitled to an unpaid leave of absence of up to twelve (12) weeks, during a twelve (12)-month period, for one or more of the following:

1. Birth, adoption or foster care placement of an employee's child;

2. A serious health condition of the employee which disables him/her from performing any one of the essential functions of his/her position. Such condition may be an illness, injury, impairment, physical or mental condition that involves in-patient care in the hospital, hospice or a residential medical care facility or requires continuing treatment by a health care provider;

3. The serious health condition of an employee's spouse, child or parent or sibling;

4. An employee shall have the option of taking Family and Medical Leave on an intermittent or reduced schedule.

5. Other reasons as provided by law.

B. The Board and the employee agree to cooperate in scheduling return from leave pursuant to the Federal Family and Medical Leave Act at a time which minimizes disruption to the continuity of education programming and service delivery and consistent with the provisions of the Act and its regulations.

C. The Board will continue premium payments for health care benefits up to twelve (12) weeks for an employee who has been granted a leave for his/her own illness, to care for a seriously ill family member or for the birth or adoption of a child pursuant to the Federal Family and Medical Leave Act. If the employee voluntarily terminates employment, the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within ninety (90) days of demand.

D. Accrued paid leave shall be used during FMLA as may be applicable by contract. The remainder of any leave time will be unpaid.

E. The employee returning from a leave under this Act shall be returned to his/her previous or equivalent position.

F. Upon request, the employee shall present a clearance certificate signed by a physician prior to returning to work. The superintendent shall also have the right to have the employee examined by a physician of the district's selection at district expense.

G. Child includes any individual under 18 for whom the employee serves in loco parentis; a child over 18 who is incapable of self care because of physical or mental disability; or a biological, adopted, or foster child.

H. Upon return from the leave, the employee shall be returned to the position held immediately before the leave began. If the position no longer exists, the employee shall be returned to a similar position equivalent in pay, benefits, hours, and other terms and conditions of employment. The employee may be denied reinstatement of leave under provisions of the Family Medical Leave Act of 1993.

I. The employee will be required to use all accrued paid sick leave, vacation, and/or personal leave while on Family Medical Leave leave.

J. Health benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work.

K. Seniority shall continue to accrue during the leave.

L. The employee shall have the right to take the leave on a reduced or intermittent schedule.

M. Whenever practicable, the employee will provide the Employer at least thirty (30) calendar days written notice of the request for the leave. It will include the reason for the request, the expected beginning date and the expected ending date.

ARTICLE 11 - COMPENSATION

11.0 A new teacher may be given up to ten (10) years of experience credit on the Salary Schedule for K-12 teaching experience, or teaching at the post-graduate, collegiate level, gained outside of the Mt. Pleasant Public School District.

11.1 Teacher expenses for authorized job connected travel, and attendance at meetings and conferences, shall be computed in accordance with the Board Policies and Administrative Rules in effect at the time the service is performed. Conference request forms shall be provided to teachers. Conference request forms along with receipts shall be provided for all related expenses.

11.2 Upon written authorization from the teacher, the District may make deductions from the teachers' wages for charitable organizations, credit unions, insurance programs or tax sheltered annuities, not to exceed the capabilities of current software.

11.3 Sick Leave Payout – Upon retirement from the district, each teacher shall be paid $25.00 per day for each unused sick day.

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.

11.4 The teachers' salaries shall be paid in twenty-six (26) equal payments, no later than the second Friday following the beginning of the school year and bi-weekly thereafter.

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

1. Contract year pays will be spread equally over 27 pays.

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

11.5 Per diem pay shall be defined as the teacher's annual salary, including longevity, under this Agreement divided by the number of teacher work days as set forth in the Agreement.

11.6 In order to comply with Section 164(1)(d) of PA 108 of 2017, the Board shall adopt policies to comply with this provision and communicate the details of those policies no later than October 1 of each year. Such policy shall not alter the provisions contained in this Collective Bargaining Agreement.

ARTICLE 12 - INSURANCE BENEFITS

The Board agrees to provide the following options for health insurance for the employee and any other eligible dependents as defined by MESSA.

OPTION 1: -- MESSA CHOICES with deductible

OPTION 2: -- MESSA ABC PLAN 1 (HSA) with deductible and 0% coinsurance

For members taking option 2, the bargaining unit members can elect for the district to pay either full, half, or no deductible towards their HSA. The elected deductible amounts will be deposited by the District into the employee Health Equity HSA on the first business day after January 1st, of each year. Employees may contribute through payroll deduction and electronic transfer, additional money towards their 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 be increased to those federal required minimum levels at the beginning of the next plan year. The HSA deductible amount runs from January 1 to December 31.

Bargaining unit members may opt for their coverage during the open enrollment period.

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

The third party administrator (TPA) for all 403(b) annuity contributions shall be MEA Financial Services or its designee. The district shall not charge bargaining unit members for any administrative fees.

The Board shall pay a yearly premium toward health insurance up to a 5% increase over the prior year hardcap amount, as set by PA 152 of 2011, or 100% of the hard cap amounts as of the beginning of the plan year, whichever is less. These rates shall be pro-rated to reflect the hardcap change as of the beginning of the plan year.

Members enrolled for less than 12 months will have monthly prorated limits established by dividing the appropriate cap by twelve (12). Any member, 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.

CASH IN LIEU OF HEALTH INSURANCE:

The Board shall pay $350/month as cash-in-lieu of benefits for those electing not to take MESSA Health Insurance.

Bargaining unit members electing cash-in-lieu must provide documentation to the Board that they are enrolled in other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

12.1 For all full time bargaining unit members, the Board agrees to provide, at no cost to the members, dental, vision, life, long term disability and accidental death & dismemberment insurances.

12 2 When a bargaining unit member is employed in the Mt. Pleasant Community Education Program and in another capacity within the District, the employee's total hours of employment shall be counted for the purpose of calculating fringe benefits. If a bargaining unit member is employed within the District for a number of hours that equate to full-time employment he/she shall receive benefits.

12.3 In the event a bargaining unit member is docked days through payroll, the member will have to pay back district-paid hard cap amounts on a per diem basis. The Member's total cost of district-paid hard cap will be divided by the number of scheduled work days for the year to determine a per-diem rate. For members electing cash-in-lieu, the per-diem rate will be determined by dividing their annual cash-in-lieu amount by the number of scheduled work days for the year. This per-diem rate will be deducted for every no-pay or dock day by the following pay period after each occurrence.

ARTICLE 13 - DEDUCTIONS

13.0 Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any such teacher and make appropriate remittance for annuities, credit union, savings bonds, and charitable donations. The Superintendent may approve other plans.

13.1 In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

A. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and

B. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

13.2 The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.0 A claim by a teacher(s) and/or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as provided herein.

14.1 Days shall be defined as teacher work days except during the summer. Days during the summer shall be defined as weekdays excluding holidays.

14.2 Step I:

The teacher(s) and/or the Association shall first present the matter to the immediate supervisor within ten (10) working days of learning of an alleged violation, misinterpretation or misapplication. If satisfaction is not obtained within ten (10) working days, the teacher(s) and/or Association may proceed to Step II.

14.3 Step II

A. Within ten (10) working days, the issue shall be reduced to writing, identifying the issue or issues and stating what article or articles and section or sections of the contract are involved.

B. Within ten (10) working days after the grievance has been reduced to writing, signed by the teacher(s), and/or Association, and presented, the Association's representative and the grievant shall meet with the supervisor or another member of the school administration appointed by the superintendent.

C. Within ten (10) working days, the principal or supervisor and one other member of the school administration shall write their answer to the grievance and send it to the grievant with a copy to the Association.

D. Within ten (10) working days of receiving the decision reached in Step II, if the teacher(s) and/or Association are not satisfied with the results, they may proceed to Step III by so indicating in writing to the superintendent.

14.4 Step III

Within ten (10) working days of receipt of written notification by the superintendent, a meeting will be held between the superintendent and Association representative. Within ten (10) working days the superintendent shall give his disposition in writing to the grievant with a copy to the Association. If satisfaction is not achieved at this meeting, the bargaining unit member or the Association may proceed to Step IV by so indicating to the Board Secretary in writing.

14.5 Step IV

At the next regularly scheduled Board of Education meeting, or within twenty (20) working days, the grievance will be placed on the agenda. If satisfaction is not achieved at this meeting, the Association may proceed to arbitration.

14.6 Any grievance remaining unsettled at the conclusion of the Grievance Procedure outlined in Step IV of this Agreement may be submitted to arbitration under the following conditions:

A. The party that chooses to submit any unsettled grievance to arbitration must notify the other party in writing within ten (10) working days of the conclusion of Step IV of the Grievance Procedure. Individuals may not arbitrate a grievance.

B. Within five (5) working days after receipt of such written notice, provided for in paragraph 14.6.A above, the Board and the Association shall attempt to select a single arbitrator acceptable to both parties.

C. The rules and guidelines of the American Arbitration Association shall be followed.

D. The arbitrator may interpret this Agreement and apply it to the particular case submitted to him, but he shall, however, have no authority to add to, subtract from, or in any way modify the terms of this Agreement, nor shall he have any authority to limit or change any policies, practices or rules, except as they may involve an application or interpretation of this Agreement; nor shall he have any authority to formulate, or add any new policies or rules, nor substitute his discretion for the Board's discretion in cases where the Board is given discretion by this Agreement. In the event any disciplinary action taken by the Board is made the subject of an arbitration proceeding, the arbitrator's authority shall, in addition to the limitations set forth herein, be limited to the determination of the question of whether the teacher involved had been disciplined for proper cause. The arbitrator shall have no authority to rule on prohibited subjects of bargaining.

If the arbitrator finds that the penalty assessed by the Board is excessive for the offense or offenses committed, he may modify that penalty. It is further understood that salary schedules incorporated in this Agreement shall not be subject to arbitration and the arbitrator shall have no authority to establish or change any salary schedule. The arbitrator shall have no authority to rule on any issue or dispute arising under or in connection with any Pension Plan or Insurance Program.

E. The arbitrator's fees and expenses shall be borne equally between the Association and the Board.

F. Retroactive Adjustments - No decision of an arbitrator or of the Board in one case shall create a basis for retroactive adjustment in any other case.

G. Decisions Final - The decision of the Arbitrator shall be final and binding upon the Board, the Association and the teacher or teachers involved, unless the arbitrator's decision is in conflict with the laws of the State of Michigan.

ARTICLE 15 - CALENDAR

15.0 —The MPCE/GSRP calendars will follow the general outline of the MPPS academic calendar.

Additional opportunities for instruction (such as after-school programs, evening courses, and summer school) will be posted and awarded to MPCE individuals based on certification, strengths, and seniority.

15.1 If, at any time during the life of this Agreement, it becomes lawful to count as days of student 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.

15.2 Days may be rescheduled without additional compensation in order to meet the number of student instruction hours required for full state aid.

ARTICLE 16 - CONTINUITY OF OPERATION

16.0 The Association recognizes that strikes (as defined by Section 1 of Public Act 336 of 1947, as amended, of Michigan), by teachers are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it shall not direct, instigate, participate in, encourage, or support any strike against the Board by any teacher or group of teachers.

16.1 The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section ten (10) of the Public Employment Relations Act.

16.2 Contingency on Funding

In the event of a reduction, termination, or non-renewal of the applicable grant(s), the Board reserves the right to modify, suspend, or terminate this agreement upon thirty (30) days' written notice to the employee. The parties agree that such action shall not be considered a breach of contract.

The parties agree to meet to reopen the relevant sections of this agreement for the purpose of renegotiation, based on grants, and enrollment for each program which is the basis for the funding structure.

ARTICLE 17 - MISCELLANEOUS PROVISIONS

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

17.1 Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement, and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

17.2 This Agreement shall supersede any rules, regulations, or practices of the Board and Association which shall be contrary to, or inconsistent with, its terms.

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

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

APPENDIX A – SALARY MT. PLEASANT COMMUNITY EDUCATION SALARY SCHEDULE

Hours taken beyond B.A. applicable to salary schedule shall be on the graduate level.The district shall recognize State Continuing Education Clock Hours (SCHECH's) for salary advancement. One credit hour shall be equivalent to three (3) or the current SCHECH to credit equivalence recognized by MDE for certification renewal. Beginning August 2016, one credit hour shall be equivalent to twenty-five (25) SCHECH's

Wages: **REVISED SCALE MPCE ADULT EDUCATION WAGE SCALE 2025**

	MPCE BA LEVEL	MPCE MA / BA30 LEVEL		
1	40,000	42000		
2	42000	44,000		
3	44,000	46,000		
4	46,000	48,000		
5	48,000	50,000		
6	50,000	52,000		
7	52,000	54,000		
8	54,000	56,000		
9	56,000	58,000		
10	58,000	59,500	LONGEVITY	2025-2026
11	59,500	61,000	12 yrs and over	1500
12	61,000	62,500	15 yrs and over	2000
13	62,500	64,000	20 yrs and over	2500
14	64,000	65,500	25 yrs and over	3000
15	65,500	66,000	29 yrs and over	3500

23 - DURATION OF AGREEMENT

This Agreement is a three (3) year 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 verbally 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, Letter of Agreement review, and articulation discussions for other topics deemed appropriate by the parties. 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 with the President of the Mt. Pleasant Community Education Association.

For the District For the Association:

_____, Superintendent of Mt. Pleasant Schools President of the Mt. Pleasant C.E.A.

_____ _____, Assistant Superintendent of Schools Secretary of the Mt. Pleasant C.E.A.

_____ _____ Date Michigan Education Association UniServ Director