MASTER AGREEMENT

BETWEEN

THE MT. PLEASANT SUPPORT PERSONNEL ASSOCIATION

and

THE MT. PLEASANT BOARD OF EDUCATION

This Agreement shall be effective as of July 1, 2025 and shall continue in effect through June 30, 2028. During the 2025-2026 and 2026-2027 school years the contract will be opened for wages no later than November 15th. If an agreement is reached on the renewal or modification of this Agreement prior to the expiration date, it shall expire at such expiration date unless it is extended by mutual agreement of the parties in writing.

July 1st, 2025 to June 30th, 2028

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ARTICLE 1: AGREEMENT

This Agreement is entered by and between the Board of Education of the School District of the City of Mt. Pleasant, Michigan, hereinafter called the "Board", and the Mt. Pleasant Support Personnel Association, a member of the Michigan Education Association, hereinafter called the "Association."

ARTICLE 2: RECOGNITION

A. The Board recognizes the Association as the sole and exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and terms and conditions of employment for the term of this contract for the following personnel: All regular full-time and part-time personnel employed or to be employed by the Board and who are included in the following nine separate classifications:

1. Secretaries,
2. Instructional staff assistants (ISAs),
3. Special education paraprofessionals (SEPs),
4. Technical education staff assistants (TESAs),
5. Media assistants,
6. Kindergarten Paraprofessionals (KPs)
7. Title 1 / At-Risk paraprofessionals (including tutors and graduation mentors)
8. Career technical education paraprofessionals (CTEPs)
9. Hall Monitors

The following positions are excluded: the administrative assistant to the assistant superintendent for human resources and curriculum, the administrative assistant to the superintendent, the administrative assistant to the associate principal for vocational education, the administrative assistant to the facilities management director, administrative assistant to the academic office, account payable specialist, administrative assistant to the chief financial officer, accounting specialist, administrative assistant to the special education director. Such representation shall cover all personnel assigned to newly-created bargaining unit positions which are not principally supervisory and administrative, subject to the terms and conditions of this contract.

B. All personnel represented by the Association in the above defined bargaining unit shall hereinafter be referred to as "bargaining unit members."

C. The Board agrees not to negotiate with or recognize other than the Association for the duration of this Agreement.

ARTICLE 3: EQUAL EMPLOYMENT OPPORTUNITY

The Board agrees that no bargaining unit member will be discriminated against on the basis of race, sex, creed, color, national origin, age, marital status, or membership in, or association with the activities of the Association, in hiring and firing or any other terms, conditions, and privileges of employment.

ARTICLE 4: JOINT BOARD AND ASSOCIATION MEETINGS

A. Both parties recognize the value of sharing, discussing, and providing opportunities for discussion of common concerns. Therefore, representatives of the Administration and the Association shall meet as necessary, and at least quarterly, for the purpose of discussing grievances, Board policies and practices with regard to this Agreement. Scheduled meetings may be canceled by mutual consent.

B. There shall be no loss of wages for personnel attending such meetings; however, attempts shall be made to schedule meetings when bargaining unit members do not have job responsibilities.

ARTICLE 5: MAINTENANCE OF STANDARDS

A. This Agreement shall not be interpreted or applied to deprive bargaining unit members of conditions of employment heretofore enjoyed, unless expressly stated herein.

B. The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be altered, increased, or transferred to persons not covered by this Agreement, at the expense of bargaining unit members.

ARTICLE 6: ASSOCIATION ACTIVITIES

A. Within 14 days of employment, the Association President shall be notified of a new bargaining unit member including the member's name, phone number, classification, wage including step, building assignment, years of relevant work experience.

B. The Association and its representatives shall have the right to use school buildings and facilities without charge for meetings during times when the building is covered by the operating staff. Arrangements shall be made in advance with the building principal.

C. The Association and its representatives shall be permitted to transact official Association business on school property at all reasonable times, provided that it shall not interfere with or interrupt normal school operations. Arrangements shall be made in advance with the building principals.

D. The Association shall have the right to use school equipment, such as computers, copy machines, telephones, FAX machines, and A.V. equipment, etc., when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

Arrangements shall be made in advance with the building principals. The district shall provide the President a copy machine code within his/her building for Association use.

E. The Association shall have the right to post notices of Association business on bulletin boards and in the central office employees' lounge.

F. The Association may use the inter school mail service for communications.

G. The Association shall have the right to distribute Association material to other bargaining unit members so long as such distribution does not interfere with the normal operation of the school.

H. The Board shall provide the Association with any public documents and other available information concerning the financial resources of the district including, but not limited to, tentative budgetary requirements and allocations, which will assist the Association in developing intelligent, accurate, informed, and constructive bargaining proposals and programs, together with any other available information that may be necessary for the Association to process grievances under this Agreement.

1. The MEA Uniserv office in Mt. Pleasant will be provided with a copy of the printed materials that are distributed to Board members at official meetings except materials deemed confidential by law. The materials will be available in the Superintendent's office one day prior to said meeting.

2. The Board shall furnish the Association, upon request, information concerning the financial resources of the district.

I. The Association shall have forty (40) hours annually for use by the Association to conduct Association business. The Association shall have an additional twenty (20) hours to conduct Association business during contract bargaining related to the expiration of this contract period. This time may be used in full day or half day blocks. With the approval of the immediate supervisor, this time may be used in hourly increments. These arrangements are to be made by the President of the Association at least forty-eight (48) hours in advance; any use of Association time must be documented by the Association President in writing to the Assistant Superintendent of Human Resources. Association approved use of such hours shall not result in loss of pay.

J. The rights granted herein to the Association shall not be granted or extended to any other competing labor organization

ARTICLE 7: GRIEVANCE PROCEDURE

A. Definition of Grievance

A claim by a bargaining unit member, or the Association based upon an event or condition which affects conditions of employment of any bargaining unit member or group of bargaining unit members and/or a violation, misinterpretation, or misapplication of any provision of this Agreement.

In each of the steps below, when the incident giving rise to the grievance (or knowledge thereof) occurs within the last five days of the school year or during the summer break, the number of days specified in the timeline shall refer to “work” days as defined in Article 24 instead of “school” days.

B. Step One

In the event that a bargaining unit member or the Association believes there is a grievance, he/she shall first discuss the alleged grievance with his/her immediate supervisor, either personally or accompanied by an Association representative. The discussion shall occur within twenty (20) school days of the violation, misinterpretation, or misapplication or within twenty (20) school days of the discovery thereof, if not apparent at the time of occurrence.

C. Step Two

If, as a result of the informal discussion with the immediate supervisor, a grievance still exists, the bargaining unit member or the Association may invoke the formal grievance procedure through the Association. A copy of the written grievance (Appendix D) shall be delivered to the office of the Assistant Superintendent for Human Resources (HR). within five (5) school days of the informal discussion.

D. Step Three

Within five (5) school days of receipt of the grievance, the Assistant Superintendent for HR shall meet with the Association in an effort to resolve the grievance. The Assistant Superintendent for HR shall indicate, in writing, his/her disposition of the grievance within five (5) school days of such meeting, and shall furnish a copy to the Association.

E. Step Four

If the Association is not satisfied with the disposition of the grievance by the Assistant Superintendent for HR or if no disposition has been made within the period provided above, the grievance may be submitted within twenty (20) school days to mediation in accordance with the Michigan Public Employment Relations Act.

F. Step Five

If mediation does not satisfactorily resolve the grievance or if the Association is not satisfied with the position of the grievance by the Assistant Superintendent for HR or if no disposition has been made within the period provided above, the grievance may be submitted within twenty (20) school days to the American Arbitration Association in accordance with its rules which shall govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from, the terms of the 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.

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

H. If any bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If any bargaining unit member shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.

I. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties.

J. Notwithstanding the expiration of the Agreement, any claim, or grievance arising hereunder, may be processed through the grievance procedure until resolution.

K. For the purpose of assisting a bargaining unit member of the Association, in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the Board shall permit a bargaining unit member and/or Association representative access to, and the right to inspect and acquire copies of his/her personnel file and any other files or records of the Board which pertain to the bargaining unit member of any issue in the proceeding in question. Confidential letters or references secured from sources outside the school system shall be excluded from inspection.

L. A bargaining unit member, acting as an Association representative, who must be involved in the grievance procedure during the work day, shall be excused with pay for that purpose.

M. If a grievance arises from the action of any authority higher than the immediate supervisor of the bargaining unit member, the Association may present such grievance at the appropriate step in the grievance procedure.

ARTICLE 8: HOURS OF WORK

A. Work Day and Work Year

The regular work day and work year for each bargaining unit position shall be as defined on the position's job description. Any changes in the work day or work year, except for extended contracts (Section F) shall be mutually agreed upon by the Board and the Association. Any hours worked beyond the bargaining unit member's regular work day or work year shall be compensated at the bargaining unit member's hourly rate or compensatory time as mutually agreed upon by the bargaining unit member and his/her supervisor.

A full work day shall consist of the hours shown below for all classifications:

Group	# of Days	Holidays	Hours	Weather	Personal	Sick
Secretaries	210	Labor Day (if working week prior),Thanksgiving & Day After, Xmas Eve & Day, NYEve & Day, Memorial Day (*8)	8.0	0	3	9
SpEd,KG Paras, CTE AtRiskTitle, Hall Monitor	Students+1 PD +2 (3)	Labor Day (if working week prior),Thanksgiving & Day After, Xmas Eve & Day, NYEve & Day, Memorial Day (*8)	7.0	4	3	9
ISA & Media	Students +4 PD+2 (6)	Labor Day (if working week prior),Thanksgiving & Day After, Xmas Eve & Day, NYEve & Day, Memorial Day (*8)	**7.0**	**4**	**3**	**9**

- Media Assistants working at the elementary buildings shall be employed for not less than seven (7) hours per day and in secondary buildings for not less than three (3) hours per day.
- Bargaining unit members' work schedule shall follow the building schedule as closely as possible during the school year. Work days beyond the student school year shall be scheduled by the bargaining unit member and his/her immediate supervisor. Bargaining Unit Members (except Secretaries and ISAs) will only work a half day if the district calendar has a half day.

The work year for each classification is defined and incorporated in Appendix B.

A bargaining unit member's regular hours of work may be modified with the written approval of the building administrator or the program director and the Assistant Superintendent for Human Resources.

B. Part-time Positions

Part-time positions may exist but shall be combined to make full-time positions if/when work schedules permit and if the bargaining unit member is qualified for the positions as determined by the Board. Part-time bargaining unit members are not eligible for benefits such as insurance, sick days, and personal days.

C. Lunch and Break Time

1. Lunch and break time shall be provided as follows:
    a. Lunch breaks shall be scheduled between 11a.m. and 1:30 p.m. unless the first scheduled student lunch period in the building is earlier than 11 a.m., in which case, lunch may be scheduled to correspond to the first student lunch period.
        i. On days when classroom field trips are scheduled, lunch breaks for the affected staff shall be scheduled between 10:30 a.m. and 1:30 p.m. unless the first scheduled student lunch period in the building is earlier than 10:30, in which case, lunch may be scheduled to correspond to the first student lunch period.
    b. Part-time bargaining unit members working 5 consecutive hours a day, receive an unpaid duty-

free 30 minute lunch break.

c. Part-time bargaining unit members working 6 hours a day, receive an unpaid duty-free 30 minute lunch break and a fifteen (15) minute paid break.
d. Full time Bargaining unit members working at least 7 hours or more a day, receive an unpaid duty-free 30 minute lunch break and two (2) fifteen (15) minute paid breaks. One duty free break shall be scheduled before lunch and one after lunch.

2. With the mutual agreement of the bargaining unit member and the member's supervisor, one (1) paid break and lunch break may be combined so as to provide the bargaining unit member with a forty-five (45) minute lunch/break.

3. The principal shall provide a list of available rooms that may be utilized by bargaining unit members who choose not to eat or take breaks in the school cafeteria.

D. Work during Lunch Break

In the event a bargaining unit member and his/her immediate supervisor mutually agree to the bargaining unit member working during his/her lunch break because the member is on a field trip or other student trip, the bargaining unit member shall be paid his/her regular wage for his/her regularly scheduled lunch period.

E. Overtime/Extra Time

Any authorized hours worked in excess of forty (40) hours in a week or any hours worked on Saturday or Sunday, shall be compensated at the rate of one and one-half (1½) times the regular hourly rate paid that individual according to the wage schedule in Appendix A. Any hours worked on a paid holiday shall be compensated at the rate of two (2) times the normal hourly rate paid that individual according to Appendix A. For the purpose of computing overtime pay, the following days for which a bargaining unit member is granted pay will be counted as a day worked:

1. Holiday
2. Sick Leave Day

F. Extended Contract

Bargaining unit members who, due to the nature of their job requirements, are required to work beyond their normal scheduled work year shall be compensated for the additional work time at their regular hourly rate.

In the event an extended contract is for more than five (5) working days, the bargaining unit member shall accrue two (2) hours of vacation time and sick leave time for every week worked. Such vacation time shall be taken at a time mutually agreed upon by the bargaining unit member and the immediate supervisor.

G. Work during Time School Is Not in Session

Bargaining unit members requested by an administrator to work when school is not in session shall be compensated. At the time the hours are worked, the bargaining unit member and his/her administrator shall mutually determine whether the bargaining unit member shall receive his/her regular hourly rate or compensatory time. Bargaining unit members are encouraged to use compensatory time within two weeks but other arrangements may be made as mutually agreed by the bargaining unit member and the administrator. The comp time form must be completed and signed prior to working for comp time.

ARTICLE 9: COMPENSATION

A. Wages & Longevity

The hourly wage rates, and longevity to be paid to bargaining unit members are shown in Appendix A, which is incorporated as part of this Agreement.

Bargaining unit members will receive advancement on the pay scale, on the first work day of the school year.

B. Pay

a. Bargaining unit members will receive pay every two (2) weeks based on hours reported on the time sheets. Bargaining unit members shall receive their wages via direct deposit to the financial institution of the member's choice.

b. The Board shall deduct from the pay of each bargaining unit member from whom it received authorization to do so and make appropriate remittance for voluntary contributions, such as, but not limited to United Way, tax sheltered annuities (such as 403b's) at no charge.

C. Mileage

Bargaining unit members required to use their personally-owned vehicles for assigned duties shall be reimbursed at the School District mileage rate.

ARTICLE 10: WORK LOAD AND ASSIGNMENTS

A. During the first year of employment, and upon request thereafter, all bargaining unit members shall receive job descriptions containing the following information: Job titles, minimum qualifications, person to whom the bargaining unit member is responsible, and a list of the responsibilities for the job. Job descriptions and work assignments shall be reviewed with each bargaining unit member by his/her immediate supervisor. Whenever work is assigned outside of the job description, the bargaining unit member has a right to refuse to perform such work.

B. The Board and Association shall collaborate on all proposed changes or modifications of said job description. Bargaining unit members shall receive copies of all changes in their respective job descriptions. The Association shall also furnish a copy of the above. By April 15, 2010, and every two years thereafter, the Board and Association shall review all job descriptions for the MPSPA.

C. Bargaining unit members, who, in the course of their job responsibilities, are required to handle money, shall be bonded by the Board. Said bond shall be in the amount of $100,000.

D. In the absence of a building supervisor (principal), a designee shall be named. In the event of such absence, the bargaining unit member shall work with the designee as the bargaining member would work with the building supervisor.

E. In the event a bargaining unit member substitutes for another member in his/her same classification, the bargaining unit member shall be paid his/her current wage**.** In the event a bargaining unit member substitutes for another member in a higher paid classification, the substituting member will be paid on his/her current step in the different classification.

F. It is understood by both the Board and the Association that to comply with §388.1763 of the State School Act that non-certified personnel including shall not assume the responsibilities of a certified Teacher. If a non-certified member is required to provide short-term emergency supervision for a period in excess of thirty

(30) consecutive minutes, the Association member will receive additional compensation at the rate of $10.00 per hour for the entire time the member assumes those duties. It is understood that this does not apply to a situation in which an Association member is assigned to instruct or supervise a student or group of students under the direct or indirect supervision of a teacher.

G. Bargaining unit members may be required to administer medication to students.

1. A bargaining unit member who is involved with the administration of any medications to students shall be sufficiently trained by the district in district policies and protocols related to medication administration and shall follow the instructions supplied by the medical provider in administering medication. Except in an emergency situation, medications must be administered in the presence of another school employee.
2. A bargaining unit member who is requested to perform health procedures such as but not limited to, catheterization and feeding tubes, as allowed by the student's IEP, 504 plan or state law, shall be appropriately and adequately prepared and trained by a licensed medical professional.
3. The trained bargaining unit member will submit a Medical Procedure Two Week Timesheet for $5.00 per procedure.
4. Each building will have one (1) or two (2) bargaining unit member(s) pre-designated by the building administrator to administer medication on a regular basis. This position shall be compensated $360 annually. In the event that two bargaining unit members share this position, the compensation shall be shared equally. Compensation will be paid on the first pay in April.

ARTICLE 11: SENIORITY

A. Seniority shall be defined as the length of continuous service within the bargaining unit. Seniority shall begin accruing on the bargaining unit member's first day of work in the bargaining unit. In the circumstances of more than one individual beginning employment in the bargaining unit on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list. Separate seniority lists will be established for each of the classifications listed in Article 2, Section A.

Bargaining unit members shall accrue seniority in any classification in which they work. In the event a bargaining unit member transfers from one classification to another, he/she shall retain seniority for the period of time he/she worked in the classification and shall begin accruing seniority in his/her new classification on his/her first day of work in the new classification.

B. Prior to November 1 of each year, the district shall electronically share a copy of the current seniority list. If there are any changes in the seniority list after it has been posted, a copy of the revised list shall be furnished immediately to the Association.

The seniority list shall contain the following information:

1. The name of each bargaining unit member.

2. The bargaining unit member's first day of work in the bargaining unit.

3. The bargaining unit member's first day of work in his/her current classification.

4. The amount of seniority a bargaining unit member accrued in another classification within the bargaining unit.

C. A bargaining unit member shall lose seniority if he/she retires, resigns, fails to return from an approved

leave or layoff, or is discharged for just causes.

D. Seniority shall continue to accumulate when bargaining unit members are on leaves of absence, or on layoff, as defined in this Agreement.

Probationary bargaining unit members shall have no right to grieve termination so long as it is not a violation of federal or state law. All other provisions of the collective bargaining Agreement are grievable.

Upon successful completion of the probationary period, seniority reverts to date of hire.

E. Probationary Period

A probationary period shall be established for new hires as follows: new hires shall serve a sixty (60) calendar day probationary period.

ARTICLE 12: STAFFING, LAYOFF AND RECALL

STAFFING PROCEDURES

A. Reductions in Staffing

1. When a layoff or displacement in a classification becomes necessary, the Association and affected individuals shall be notified in advance and the procedures prescribed below shall be followed. Probationary bargaining unit members within each classification shall be laid off before non-probationary members.

   a. When a bargaining unit member is displaced from all or part of his/her position in a classification, the member on the basis of seniority shall have the right to claim an open position or a position of fewer, equal, or greater hours and/or days held by the least seniored of the group of members with that number of hours and/or days. If an open position exists, it shall be considered the "least seniored" of all the positions with the same number of hours/days.

   In the event that a layoff is imminent, a displaced bargaining unit member may accept layoff status to preclude the layoff of another lesser seniored bargaining unit member in the same classification.

   b. In order to claim any position, the bargaining unit member must possess the skills or qualifications stated in the job description for that position.

   c. When the only option is to take a position of fewer days/hours, the bargaining unit member shall retain the right to claim the first available position, for which he/she is qualified, with the same or greater number of days/hours worked prior to the reduction/layoff. This right shall exist for two years from the date of their deduction/layoff.

   If the member refuses the first available position of same or greater hours/days, he/she forfeits any right to claim future positions with the same or greater number of days/hours worked prior to the reduction/layoff. However, the member has the right to apply for any open position.

   d. When a bargaining unit member has an option to bump an available position of the same or greater hours/days, but chooses a reduced position, the bargaining unit member forfeits any right to claim the higher number of hours/days for future positions until the member applies for and is granted an open position.

e. In the event that a bargaining unit member does not attend the staffing meeting for his/her classification, the member will be assigned to a comparable (if available) position that will cause the least disruption. However, if the member sends a written proxy stating the member's first, second and third choices, the member will be assigned to the requested position if it is available under the provisions of this article. The proxy may be sent with another Association member or the Assistant Superintendent for Human Resources.

f. If a bargaining unit member being laid off cannot bump into a position with at least equal work days and hours in his/her current classification, the bargaining unit member may bump into any classification in which he/she has seniority. The bargaining unit member shall follow the same procedure outlined in this article.

B. LAYOFF

1. Layoff is defined as a reduction in the number of hours/days assigned to a bargaining unit position or the elimination of a bargaining unit position.

2. Once the staffing process in section A above has been completed, bargaining unit members to be laid off will receive written notice of the layoff at least fifteen work days in advance. A copy of the layoff notice shall be sent to the Association at the same time.

C. RECALL

1. When a position is reinstated, created, increased in hours/days or if a vacancy occurs, bargaining unit members will be recalled according to seniority in their classification regardless of the number of hours/days held prior to layoff. However, a bargaining unit member may refuse a position which offers fewer hours/days without loss of recall rights for two (2) full years from the date of layoff.

2. Bargaining unit members who were reduced in hours/days shall retain the right to at least the number of hours/days worked in their classifications prior to being laid off. Eligibility for recall shall last for two (2) full years from the date of layoff. However, a fully laid off bargaining unit member who refuses recall to a position in the same classification which offers at least (or more than) the number of hours/days held at the time of layoff shall be considered as having resigned from the district.

3. Notification of recall shall be in writing and the responsibility of the Assistant Superintendent for Human Resources. Each bargaining unit member is responsible for keeping the Human Resources Office informed of his/her current address. Verification of receipt of recall by the laid off bargaining unit member must be obtained by the Administration and the bargaining unit member shall have five (5) work days beyond verification to notify the Human Resources Office of intent to return.

4. After bargaining unit members within a classification have had the opportunity to apply for a vacancy in that classification and if no member of that classification remains on layoff, laid off members from other classifications shall be recalled to the vacancy on the basis of bargaining unit seniority provided they have applied and are qualified. Eligibility for recall under this section shall last for two (2) full years from the date of layoff.

5. A bargaining unit member who accepts recall to a classification other than the classification held when laid off shall have the right to fill the first vacancy in his/her former classification provided the bargaining unit member is qualified for the position. A bargaining unit member retains this right for a period of two (2) full years from the date of layoff.

ARTICLE 13: VACANCIES AND TRANSFERS

A. Temporary Vacancies

1. A temporary vacancy shall be defined as a position that is created for a limited period of time or a position held by a member on a leave of absence for ninety-one (91) work days or less.

2. A temporary vacancy of ninety-one (91) work days or less need not be posted nor is there any requirement that the vacancy be filled in accordance with the procedure set forth in this article.

3. A temporary vacancy of more than ninety-one (91) work days shall be filled in accordance with the procedure set forth in this article.

4. In the event a temporary vacancy is initially scheduled to be for a period of time less than ninety- one (91) work days and is later found that it will be more than ninety-one (91) work days, the temporary vacancy shall be filled in accordance with the procedure set forth in this article as soon as it becomes known that the vacancy will be vacant for more than ninety-one (91) work days.

5. In the event a temporary vacancy is filled by a non-bargaining unit member, the vacancy shall be posted for the following school year if it continues to be vacant.

6. A bargaining unit member who fills a temporary vacancy shall return to his/her regular position when the vacancy terminates.

7. A person filling a temporary vacancy of ninety-one (91) consecutive work days or less shall not be considered a member of the bargaining unit. Beginning on the first work day beyond ninety- one (91) consecutive work days of employment, the temporary employee shall be considered a member of the bargaining unit and shall receive all rights and benefits of the contract.

8. Except in the case of a reduction in the number of positions in a building, Special Education Paraprofessionals within a school building may be transferred from one position in a building to another without invoking the layoff and recall provisions of the Master Agreement during a school year. Such transfers after the first of October in the school year will be deemed temporary assignments for the balance of the school year and the Special Education Paraprofessional may elect prior to staffing for the following school year to declare themselves displaced and participate in the staffing process pursuant to the layoff and displacement provisions of the Master Agreement.

B. Definition of Vacancy

1. A vacancy shall be defined as a position previously held by a bargaining unit member, or a newly created position within the bargaining unit. No vacancy shall be filled until it has been posted for at least five (5) working days unless the vacancy is being filled by recalling a member from layoff.

2. Whenever a vacancy occurs that is not being filled by recall of a laid off bargaining unit member, the Board shall notify the Association one day prior to posting. Notice of such vacancy shall be posted in all buildings in a conspicuous place. A copy of the vacancy shall be mailed to any laid off bargaining unit members. Summer postings will be sent to those Association members who have requested in writing prior to the end of the school year, posted at Central Office and other open buildings.

3. The posting shall include the required qualifications stated in the job description. Posted positions shall be filled within thirty (30) working days of the application deadline date. If, after thirty working days, the position is not filled, the Association shall be notified and, if the vacancy continues to exist, it shall be reposted.

4. Requests for transfers shall be made in writing as per the instruction on the job posting. Bargaining unit members who apply for vacant positions shall be granted an opportunity to interview and shall be given first consideration if qualified for the position as stated in the job description.

5. Bargaining unit members transferring from one position to another shall move to the same step or higher on the wage scale in the new position. When transferring within the same classification, all seniority and benefits previously enjoyed shall be retained.

6. A voluntary internal exchange of two bargaining unit members within the same classification shall be permitted if the two individuals and their immediate supervisors mutually agree to such exchange. If an individual bargaining unit member has been subjected to personal pressure or intimidation in order to agree to such exchange, that exchange will not take place. Claims of personal pressure or intimidation made after the exchange will be invalid. There shall be no loss of wages and fringe benefits unless the number of work hours is less; nor will there be a loss of seniority as a result of a voluntary internal exchange.

ARTICLE 14: SICK LEAVE AND OTHER LEAVE ABSENCE

A. Sick Leave & Sick Days

1. The primary purpose of the sick leave allowance is to cover the absence of a bargaining unit member from work because of personal illness sufficiently severe that it would make his/her presence inadvisable. Sick leave applies to absences resulting from illness of the bargaining unit member or a member of the immediate family.

2. All full time bargaining unit members shall be granted sick leave as of the beginning of the school year according to the following:
   a. Sick days for all recognized classifications: 9 per year
      1. Members may use 1 sick day during the 60 day probationary period.
   b. A day shall be defined as the number of hours a bargaining unit member is regularly scheduled to work.
   c. Sick days carry over, and may accumulate to 100 days
   d. See Article 21 regarding compensation for unused sick days upon resignation or retirement.

3. **Merit Days:** MPSPA bargaining unit members who use (3) or fewer sick days in a year shall be granted two (2) Merit Days.
   a. Merit Days may be used as a part of regular leave days, and may be used at the discretion of the employee, with the exception of extending a holiday or break unless approved by the Assistant Superintendent.
   b. Merit Days may be used for inclement weather days, or to be paid during an extended holiday or break.
   c. Merit Days may accumulate to a maximum of (2) per year.
   d. Merit days must be used before any unpaid leave is granted.

4. If use of sick leave is anticipated or develops into a period in excess of three (3) consecutive work days, the Member may be required to provide a medical statement to Human Resources and complete the forms necessary to determine whether the member is entitled to Family Medical Leave Act

(FMLA) benefits. The medical statement must include a statement of the nature of the illness or disability and an estimated return to work day.

5. All full time bargaining unit members who request leave of absence for medical treatment shall contact the Assistant Superintendent for Human Resources so that the required FMLA forms can be completed.

6. If a Member anticipates a continuing need to use sick leave on an intermittent basis for a single illness or disability that is likely to extend beyond three intermittent days, the member may be required to provide a medical statement to Human Resources and complete the forms necessary to determine whether the member is entitled to Family Medical Leave Act (FMLA) benefits. The medical statement must include a statement of the nature of the illness or disability and an estimated duration of the condition or illness.

7. If a Member's use of sick leave displays a pattern of abuse including but not limited to exhaustion of the Member's sick leave, repetitive use of sick leave to extend a weekend or vacation period, repetitive late entries of sick leave in the attendance system etc., the Member may be called to a meeting to discuss his or her sick leave usage. If the Member cannot satisfactorily explain his or her sick leave pattern, Human Resources may require a medical statement for sick leave usage in the future. The Member may ask an Association Representative to attend such a meeting but it will be the Member's responsibility to arrange Association attendance. Abuse, or excessive use of sick leave, may result in discipline.

8. If a member exhausts all of their benefit days (sick and personal days), a Conditional Request for a No-Pay Day must be submitted to the building administrator and to the Assistant Superintendent. Request for Conditional Leave (Next to Holiday or Need for DockDay)

9. Insurance and cash-in-lieu deductions will be calculated for each dock day.

10. A maximum of 1 sick day may be used during the 60 day probationary period.

B. Use of Sick Leave for Family

A bargaining unit member shall be allowed to use his/her accumulated sick leave in accordance with the provisions of this article to attend to his/her own personal illness or illness of any member of his/her immediate family.

"Immediate family" for the purpose of sick leave shall be defined as spouse/domestic partner, child, parent, person for whom the bargaining unit member is the legal guardian, and any person who resides within the bargaining unit member's household and qualifies as a dependent under the IRS definition.

Sick leave days may also be granted for the serious illnesses of other family members upon approval of the Superintendent or his/her designee. For the purpose of sick leave in this contract, animals are not considered immediate family.

C. **Extended Sick Leave**

1. Any bargaining unit member on sick leave, having exhausted his/her own sick leave, personal leave days, and Merit Days, and after having waited three (3) unpaid days, may request to participate in the sick leave bank. All requests must be in writing and include the following:

   a. Nature of the illness or injury
   b. Expected date of return to full employment

c. Number of days requested
d. Attached statement from physician indicating that the bargaining unit member is unable to work due to a serious illness, medical condition, or injury.
e. MPSPA Request for Sick Bank Form

2. To afford the maximum protection against a prolonged illness, the following sick leave bank shall be established for all bargaining unit members of the District, who has been employed by the district for at least 12 months, and each bargaining unit member covered by this Agreement shall participate as follows:

a. In order to help establish the bank during the 2001-2002 school year, each bargaining unit member will donate one (1) day of sick leave and the Board of Education will donate sick leave days equivalent to one-half the number of those donated by the bargaining unit members. Upon hire, each new bargaining unit member will contribute one (1) day of his/her sick leave to the bank.

b. Half (50%) of unused sick days accumulated by bargaining unit members who are not eligible (because member has less than ten years of service) to be paid for sick days under Article 23.B shall be automatically added to the sick leave bank upon the member's separation from the district.

c. When the sick leave bank falls to below fifty (50) days by September 1, the Board of Education shall assess each bargaining unit member one (1) day of his/her sick leave.

d. No more than twenty (20) sick leave bank days will be granted per request. If more days are needed, the request will be considered on a case-by-case basis. The Sick Bank Appeal Board will require that a bargaining unit member exhaust all other employee purchased benefits as a condition for use of the sick bank.

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

f. The sick leave Appeal Board shall consist of two (2) members of the Mt. Pleasant Support Personnel Association and two (2) representatives designated by the Board of Education.

g. The Appeal Board will make an annual report as to use and number of days available to the Board and Association members upon request. The report will include the number of days used and remaining.
h. MPSPA Sick Bank Guidelines

D. Donated Sick Days

Donated sick days may be granted to a bargaining unit member who is required for the essential care or recovery of a family member. Family members include: spouse, children, parents, grandchildren, grandparents, father-in-law, mother-in-law, sister, brother, brother-in-law, and sister-in-law. Other requests may be approved by the Assistant Superintendent for Human Resources.

1. **Donation of Sick Days to Individuals**
   a. A bargaining unit member 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 an individual who ualifies.

   b. The decision to donate sick days is irrevocable. The individual donating days will complete a Sick Day Donation Form.Unused sick days will be returned to the member that donated the

day(s).

2. **Eligibility:** The decision to grant use of donated sick days may be based in part on, but not limited to, any of the following:

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

   b. Determination of the seriousness of the case by the Appeal Board.

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

   d. The bargaining unit member must sustain a three (3) day unpaid waiting period after exhausting all of his own sick and personal time.

3. General Information:

   a. The individual requesting donated sick days must apply to the Assistant Superintendent of Human Resources.

   b. If approved by the Appeal Board for use of donated sick days, the bargaining unit member must remain in contact with the office of the Assistant Superintendent of Human Resources on a weekly basis.

   c. Requests for use of donated sick days will require the completion of Family and Medical Leave Act forms.

   d. Insurance benefits will continue while the bargaining unit member is utilizing donated sick days.

   e. A maximum of one hundred eighty (180) days may be granted per appeal from the donated days. The bargaining unit member will receive 80% of his regular daily rate of pay.

   f. If it appears that an individual is abusing the above policy, the Appeal Board may direct said individual to provide additional information from two 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 Board.

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

   h. The Appeal Board for donated sick leave shall consist of two (2) members of the Mt. Pleasant Support Personnel Association and two (2) representatives designated by the Board of Education.

   i. The provisions and benefits of donated sick days terminate at the end of each school year.
   j. MPSPA DONATED DAYS Form

E. Bereavement Leave

1. A leave of absence for five (5) days, not to be charged against sick leave, will be granted to a bargaining unit member in the event of death of a spouse/domestic partner or child. Additional days may be granted with the approval of the Superintendent.

2. A leave of absence for up to three (3) days, not to be charged against sick leave, will be granted in case of death of other members of the immediate family. Other "Immediate Family" consist of, father, mother, grandparents, father-in-law, mother-in-law, grandchildren, brother, sister, brother- in-law, sister-in-law, son-in-law, daughter-in-law, niece, nephew, aunt and uncle. Additional days may be granted with the approval of the Superintendent.

   For the purposes of this contract, animals are not considered a part of "Immediate Family" for the purposes of Bereavement leave.

3. A leave of absence for up to one (1) day for attendance at the funeral service of a person whose relationship to the bargaining unit member warrants such attendance. Additional days may be granted with the approval of the Superintendent.

F. Personal Days

All bargaining unit members shall be allowed three (3) personal days to be used at his/her discretion, subject to the following conditions:

1. The use of the personal days shall be subject to the approval of the Superintendent, or his/her designee, if the day requested is prior to, or following, holidays and vacations, or during the first five (5) or the last five (5) days of the student school year.

2. With 10 days prior approval from Human Resources, support staff may use up to 2 personal days during the Winter Break, or during Spring Break.

3. A maximum of 1 personal day may be used during the 60 day probationary period.

4. Notification of intent to use the personal day shall be made to the immediate supervisor at least forty-eight (48) hours in advance except in cases of emergency.

5. Unused personal days shall be credited to bargaining unit member's accumulated sick leave with a maximum accumulation as provided in Section A of Article 14.

6. If a member exhausts all of their benefit days (sick and personal days), a Conditional Request for a No-Pay Day must be submitted to the building administrator and to the Assistant Superintendent.

7. Insurance and cash-in-lieu deductions will be calculated for each dock day.

8. In addition to the personal days, all bargaining unit members shall be allowed to attend school functions with their children and/or grandchildren two (2) times per year during the work day.

   Each time shall not exceed two (2) hours. The bargaining unit member shall specify, in writing, the event or function to be attended. These times shall not accumulate. Such time shall require the approval of the immediate supervisor.

MPSPA 2 Hour Child/Grandchild Event Request

G. 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 bargaining unit member 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.

H. Maternity Leave

The Board shall treat pregnancy and childbirth as they would treat any other personal illness or disability.

I. Child Care Leave

Bargaining unit members may be granted, upon request, an unpaid (Article 14 – K-1) leave of absence not to exceed one (1) year in length. If the leave is for a semester or an equivalent number of work days or less, the bargaining unit member shall be reinstated to the status which he/she held prior to said leave without loss of compensation, employee benefits, or any other rights and privileges of employment. In the event the leave was granted for more than a semester or an equivalent number of work days, the member will be allowed to compete for vacant positions along with all other bargaining unit members as provided in Articles 11 and 13.

J. Worker's Compensation

A bargaining unit member who is absent as a result of injury or illness compensable under the Michigan Workers' Compensation Law shall be allowed to use his/her accumulated sick leave/vacation/personal days for the difference between the allowance under the Worker's Compensation Law and his/her regular salary. If a bargaining unit member chooses to use his/her sick leave/vacation/personal days, the sick leave/vacation/personal days shall be charged on a prorated basis. The bargaining unit member's benefits, as provided for in this contract, shall continue until the bargaining unit member has exhausted all of his/her available sick leave/vacation/personal days. All paid leave days provided under this Article shall count as "days worked" for the accumulation of seniority, vacation time, and illness/disability time. In the event the bargaining unit member chooses not to use his/her sick leave/vacation/personal days, he or she will be granted an unpaid leave of absence and shall receive the benefits provided by workers compensation only.

K. Jury Duty

A day of absence due to jury duty is an approved absence. If a member reports for jury duty and is dismissed prior to the end of his/her workday he/she shall report to work, provided the number of hours served on the jury duty day does not exceed his/her scheduled workday. A bargaining unit member who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay. Contact Central Office for appropriate pay procedure.

L. Extended Leaves

1. Unpaid leaves of absence for periods not to exceed twelve months will be granted for all bargaining unit members in writing for:

    a. Extended illness beyond accumulated sick leave with doctor verification.

    b. Prolonged illness in the immediate family with doctor verification.

    c. Other reasons subject to the approval of the Assistant Superintendent for Human Resources.

2. Seniority will continue to accumulate for twelve months only.

3. Unpaid leave shall be defined as a leave during which the member receives no pay and no

negotiated benefits except as required under the Family and Medical Leave Act.

4. Should the member's illness extend beyond twelve months, the member may apply for additional leave time.

A bargaining unit member on leave of absence for up to and including ninety-one (91) work days granted by the provisions of this Agreement shall be returned to the position held at the time the leave of absence was granted if the position still exists. If the leave extends beyond ninety-one (91) consecutive work days, the bargaining unit member may return to a position comparable to the one he/she left if a vacancy in the same exists and the bargaining unit member is the successful applicant. A member granted a leave under Article 14. K.1. (a, b or c) shall be returned to the position held at the time the leave was granted.

In the event the position is eliminated, the member will be allowed to exercise his/her rights according to Article 12 of this Agreement.

M. Prior to October 1 of the school year, the administration shall provide each bargaining unit member with an accounting of his/her accumulated sick leave and personal leave, effective at the start of that school year.

ARTICLE 15: MEDICAL DISPUTE

In the event of a dispute involving any bargaining unit member's physical ability to perform the assigned job and the bargaining unit member is not satisfied with the determination of the designated physician of the Board, he/she may submit a report from a medical physician of his/her choosing and at his/her own expense. If the dispute still exists, the bargaining unit member and the Board shall agree upon a third physician to submit a report to the school district and the bargaining unit member. The decision of such third physician will be binding on the parties. The expense of the third physician shall be paid for by the school district.

ARTICLE 16: PAID HOLIDAYS

Paid holidays for all groups are:

Labor Day (if working week prior),Thanksgiving & Day After, Xmas Eve & Day, NYEve & Day, Memorial Day (*8)

If Christmas or New Year's Falls on:	Then the holiday day "off" is:
MONDAY	MONDAY & TUESDAY
TUESDAY	MONDAY & TUESDAY
WEDNESDAY	TUESDAY AND WEDNESDAY
THURSDAY	WEDNESDAY AND THURSDAY
FRIDAY	THURSDAY AND FRIDAY
SATURDAY	FRIDAY AND MONDAY
SUNDAY	FRIDAY AND MONDAY

ARTICLE 18: UNSCHEDULED SCHOOL CLOSINGS

A. **Secretaries:**
On days of unscheduled school closings (such as, but not limited to, inclement weather), secretaries shall report to work unless the District is required to make the day up at the end of the year. If these bargaining unit members are unable to report to work, they will not be paid but will be given the option to make up the lost days at the end of the year unless they choose to use personal, or documented compensatory time, as verified by the immediate supervisor. Building secretaries should typically work from 10 to 2 (and will be paid for the full day). Building secretaries may use accumulated comp time on inclement weather days by communicating with their building administrator.

B. Instructional Staff Assistants, Special Education Paraprofessionals, and Media Assistants, Kindergarten Paraprofessionals, Title I/At-Risk Paraprofessionals, Career and Technical Education Paraprofessionals and Hall Monitors:

- On the first four (4) days of unscheduled school closings (such as, but not limited to, inclement weather, or severe weather), ISAs, special education paraprofessionals, media assistants,, Kindergarten paraprofessionals, CTE, hall monitors, Title/At-Risk, need not report and will be paid for those days. For unscheduled closings beyond the first four, instructional staff assistants, special education paraprofessionals, media assistants, kindergarten paraprofessionals, CTE Paraprofessionals, Title one/At- risk paraprofessionals and hall monitors need not report and will not be paid at the time they occur.
- On any student days made up at the end of the year, all bargaining unit members must report to work and will be paid.
- Members can use personal days on the 5th and 6th cancellation day or they can agree to work for at least 4 hours and will be paid for a full day of work. It is understood that work on these days could look different than a "typical" day and may include working on district wide projects, possibly in a different building or department.
- Members should notify their building administrator regarding their intent to work prior to their arrival. Members cannot work and will not be paid if it is a district closure day.
- Employees hired mid-year must abide by the current inclement weather day number. For example, if hired in January and 3 inclement weather days have already been recorded, said employee is eligible for 1 remaining (paid) inclement weather day.

C. In the event the start of the school day is delayed due to inclement weather, an Act of God or an event that causes a delayed beginning of the students' day, and if a bargaining unit member feels conditions are unsafe to report at their regular time, they may postpone their arrival time by the amount of time the opening of school is delayed. All bargaining unit members shall receive their regular number of hours of pay for the day.

D. In the event of an early dismissal due to inclement weather or an Act of God, paraprofessionals and ISAs shall remain in the building until buses have gone. Secretaries shall remain in the school building one (1) hour after the buses have gone. Bargaining unit members not in a school building shall remain until directed to leave by their immediate supervisor. All bargaining unit members will be paid for their regular hours of work.

E. Severe weather – Should the weather be so severe that the superintendent closes all district buildings, only those bargaining unit members who would have been required to work on inclement weather days will be paid for their regular hours of work.

F. In the event the district requests and receives additional forgiveness days for school closure, bargaining unit members who did not work and were not paid, shall receive compensation equivalent to one day's work for

each day. This shall appear on the second paycheck in May or the paycheck following confirmation if forgiveness comes after May 1.

ARTICLE 19: DISCIPLINE

A. No bargaining unit member shall be disciplined, discharged, or reduced in rank or compensation without just cause.

B. The bargaining unit member shall be entitled to have an Association representative present at any meeting during which he/she shall be disciplined, and shall be notified in advance of the purpose of any such meeting. When a bargaining unit member requests Association representation, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present.

C. A system of corrective/progressive discipline will be applied, with the exception of six below, to all bargaining unit members consisting of the following minimum elements:

1. Verbal warning with reasonable period of correction.
2. A written, signed notice specifying the alleged delinquency, indicating expected correction, and giving a reasonable period of correction.
3. Suspension with pay.
4. Suspension without pay.
5. Discharge.
6. When, in the judgment of the Administration, a severe situation warrants, the Administrator may suspend a bargaining unit member without pay for serious infractions or serious misconduct or for repeated offenses which have been brought to the attention of the bargaining unit member.

D. In the event of bargaining unit member suspension or discharge, the Board (or its designee) shall promptly notify, in writing, the bargaining unit member and the Association president of said action. The written notice shall contain the specific reasons for the suspension or discharge. Should the bargaining unit member and/or the Association consider the suspension and/or discharge a violation of this contract, it shall be submitted to the fourth step in the grievance procedure and proceed from there.

ARTICLE 20: PERSONNEL RECORDS AND BARGAINING UNIT EVALUATION

A. A bargaining unit member shall have the right to review the contents of all records, excluding initial references, of the Board pertaining to said individual, originating after the initial employment, and to have an Association representative present at such review. The review shall be made in the office of the administrator responsible for the keeping of those files.

B. No material originating after the initial employment shall be placed in a bargaining unit member's personnel record unless he/she has had an opportunity to review said material. The bargaining unit member may submit a written notation regarding any material in question. If a bargaining unit member is requested to sign material to be placed in his/her file, such signature thereon shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the material's content.

C. After two years and upon written request of the bargaining unit member, written warnings or reprimands in a bargaining unit member's file may be reviewed. If no other incident of a similar nature has occurred since the written warning or reprimand was issued, the item may be removed provided both the bargaining unit

member and the Assistant Superintendent for Human Resources agree. Items of a safety nature or characterized as unprofessional conduct by the Michigan School Code shall not be removed.

D. All bargaining unit members shall be evaluated on the negotiated evaluation forms found on the district website.

E. Beginning with the 2018-2019 school year, evaluation of any bargaining unit member's work performance shall be done once every two years but, if desired by either party, may be done annually by his/her immediate administrator. The evaluation report shall be in writing and, if the bargaining unit member's performance shall have been found to be unsatisfactory in any area, shall contain specific suggestions as to how he/she can improve his/her performance in that area. Further, it shall contain a plan for improvement which will have a description of the specific types of assistance that will be rendered by the evaluator and/or other staff personnel to aid in the improvement of the bargaining unit member's work performance. Such evaluation shall be provided to the bargaining unit member prior to April 1 of each year.

Once the plan of improvement is in place, the bargaining unit member will have no less than 30 calendar days and no more than one school year for improvement as defined in the plan.

It is understood that an evaluator can gather specific information from a classroom teacher regarding a bargaining unit member's work performance. This specific information can address the ability to respond to directions and maximize use of time.

F. A conference shall be held between the evaluator and the bargaining unit member within ten (10) working days of the formal evaluation to discuss the evaluation report.

G. The evaluation report shall be signed by both the evaluator and the person evaluated and each shall receive a copy, although the bargaining unit member's signature shall only indicate his/her awareness of its contents and shall in no way be construed to denote agreement with the contents. The bargaining unit member shall have the right to attach an explanation or rebuttal to the evaluation report within six (6) working days or eight (8) calendar days of the conference, whichever is less and it shall be included in his/her personnel file.

H. Any bargaining unit member who feels that the contents of his/her evaluation report are unfair, unjustified, or otherwise improper, may seek relief through the grievance procedure.

I. Video Tapes: With the exception of investigation of illegal acts, a bargaining unit member will be informed of planned taping. Bargaining unit members are reminded that there are security cameras in the workplace. Information gained from these cameras may be used to substantiate any inappropriate behavior but shall not be used for evaluation purposes.

ARTICLE 21: INSURANCE

A. After the first sixty (60) days of employment as a bargaining unit member, the Board agrees to provide insurance per the terms described below

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

Members electing an HSA eligible insurance plan may elect to have the employer contribute towards their Health Equity HSA. The amount elected for this shall be determined by the employee each year during November open enrollment. The employee may elect to fund the HSA as follows: whole deductible, ½ of the

deductible, or no deductible. The employer shall make this contribution on the first business day after January 1 of each year..

Employees may also contribute, through payroll deduction and electronic transfer, additional money toward their HEQ HSA up to the maximum amounts allowed by Federal law and may change these deductions as they deem necessary.

C. For the duration of this contract, employees shall have available the following options for health insurance, to be mutually agreed upon by both the Board and the Association.

1. MESSA Choices plan with deductible
2. MESSA ABC plan with deductible and 0% coinsurance
3. MESSA ABC plan with deductible and 20% coinsurance

4. Forty-two week (210 day) Secretaries and Technical Staff Assistants working six (6) or more hours per day:

   - Cash-in-lieu: Bargaining unit members in the above classification not electing health insurance will receive $275 per month for each full twelve month period.

   - 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.

5. Forty-two week (210 day) Secretaries and Technical Staff Assistants working part time, four (4) or more hours per day but less than six (6):

   - The Board shall pay a yearly premium toward health insurance 100% of the hardcap allowed per PA 152 of 2011. These rates shall be pro-rated to reflect the hardcap change as of the beginning of the plan year.

   - These bargaining unit members desiring two-person or full family coverage must pay the difference between the single subscriber premium and the two-person or full family premium.

   - Cash-in-lieu: Bargaining unit members in the above classifications not electing health insurance will receive $275 per month for each full twelve month period.

   - 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.

6. Instructional Staff Assistants, Special Education Paraprofessionals, Media Assistants, Kindergarten Paraprofessionals, Title 1 Paraprofessionals, and Career Technical Education Paraprofessionals and Hall Monitors normally working (6) or more hours per day or thirty (30) hours per week:

   For bargaining unit members in the above classifications, the Board shall pay a yearly premium toward health insurance 100% of the hardcap allowed by PA 152 of 2011. These rates shall be pro-rated to reflect the hardcap change as of the beginning of the plan year.

   - These bargaining unit members desiring two-person or full family coverage must pay the difference

between the single subscriber premium and the two-person or full family premium.

- Cash-in-lieu: Bargaining unit members in the above classifications not electing health insurance will receive $275 per month for each full twelve (12) month period.

- 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.

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.

Employees who have been approved for FMLA and are required to take 3 dock days before sick bank day use begins are not subject to the dock day insurance cost.

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

8. The Board will make available a Flex Spending Plan for Medical and/or Child Care expenses in accordance with Federal Law.

ARTICLE 22 :RETIREMENT

A. Bargaining unit members who have ten (10) years or more of service with the Mt. Pleasant Public Schools and are retiring under the provisions of the Michigan Public School Employees' Retirement System shall receive Retirement pay**.** The Retirement pay shall be computed at forty dollars ($40.00) for each year up to twenty (20) years, and the additional five years up to twenty-five (25) years shall be computed at sixty dollars ($60.00). The maximum Retirement pay shall be one thousand one hundred dollars ($1100.00).

B. After ten (10) years of service with Mt. Pleasant Public Schools and upon resignation or ORS retirement from Mt. Pleasant Public Schools, a bargaining unit member shall be paid ten ($10) dollars per day for all unused accumulated sick days, up to 100 days.

ARTICLE 23 :GENERAL PROVISIONS

A. Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws, or the applicable laws and regulations of the State of Michigan and the United States of America; but, where the law allows modifications by this Agreement, the provisions of this Agreement shall govern.

B. In the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction, such provisions shall be void and inoperative unless and until said ruling is overturned and the Association and the Board agree to renegotiate any legally negated provisions; however, all other provisions of this Agreement shall continue in effect.

C. Contracting and Subcontracting of Work

During the term of this Agreement, the Board shall not contract out or subcontract any work that would cause a reduction of regular hours of work of the bargaining unit.

D. Distribution of Agreement

The Board agrees to make available to each bargaining unit member an electronic copy of this Agreement and to provide a copy of the same Agreement to all new employees of the Board.

E. Computation of Benefits

All hours paid to a bargaining unit member shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

F. Definitions

The following definitions shall apply throughout this contract.

School Day: A day on which students are scheduled to be present, not including unscheduled school closings.

Work Day: A day on which the district office(s) are open, typically Monday through Friday, excluding holidays.

Calendar Day: Sunday through Saturday, including holidays.

Compensatory Time: Paid time away from work taken at a rate equal to the rate at which it was earned by working outside the regularly scheduled work hours.

H. Employee Damages

Support staff will be reimbursed after receipts are submitted for repairs due to damages to personal items such as cell phones, (up to $250) and eyeglasses (up to $250). Other situations involving damage to personal property will be considered on a case by case basis.

Employee Damage to Property Report

ARTICLE 24: NEGOTIATIONS PROCEDURES

A. Matters not specifically covered by this Agreement but of common concern to the parties shall be subject to discussion between them from time to time during the period of this Agreement upon request by either party to the other. Such discussions are advisory and not subject to the grievance procedure.

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

C. A bargaining unit member engaged in negotiating on behalf of the Association with any officially designated representative of the Board shall be released from regular duties without loss of salary provided:

1. The bargaining unit member is an official member of the negotiating team or grievance committee.

2. The bargaining unit member is under contract to the Mt. Pleasant School District.

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

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

ARTICLE 25: TRAINING

A. It is understood between the parties that professional development is important for upgrading the skills of bargaining unit members. If professional development programs are planned by the administration, at least one-half (½) of the time for the program will be provided within the framework of the working day. The Association may recommend professional development programs appropriate to members of the bargaining unit to the Superintendent or his/her designee. Bargaining unit members required to attend professional development training beyond their regular work hours shall be given compensatory time.

B. Training in Use of New Equipment, Software

When new equipment, computer programs or software is installed in the District for use by bargaining unit members, the Board shall provide sufficient training in the use of such new equipment. The bargaining unit member shall suffer no loss of compensation or benefits while participating in said training during the work day. Should training take place beyond the scheduled work day, the bargaining unit member shall be compensated at the normal hourly rate.

C. Training Pay

Bargaining unit members requested to attend conferences or workshops to further professional growth and skills shall suffer no loss of pay. All costs of attendance at said conferences (mileage, meals, registration, materials and lodging) shall be reimbursed by the Board according to current existing policies.

D. **Professional Day**

Support staff members may submit requests for Professional Days (absence with sub coverage) and/or for attending Professional Development opportunities that enhance their current role, or another role as an educator.

- Pre-approval of building administrator or department supervisor is required. $100 per member per year may be used for a Professional Day Event.
- Professional Day Event Approval Form

E. Bargaining unit members will be invited to participate in relevant professional development training available to teachers.

F. The District will recognize 3.5 hours (½ day) of paid work hours for required employee video compliance training.

ARTICLE 26
DURATION

This Agreement shall be effective as of July 1, 2025 and shall continue in effect through June 30, 2028. During the 2025-2026 and 2026-2027 school years the contract will be opened for wages no later than November 15th. If an agreement is reached on the renewal or modification of this Agreement prior to the expiration date, it shall expire at such expiration date unless it is extended by mutual agreement of the parties in writing.

Appendix A - Hourly Wage Schedule Step 1 to Step 10 **2025-2026 (Reflects 4% increase in January 2026)**

Classification Steps 1 to 10	1	2	3	4	5	6	7	8	9	10
Secretaries & Tech Staff Asst.	$17.70	$18.06	$18.43	$18.79	$19.16	$19.52	$19.88	$20.35	$20.82	$21.34
Special Ed/Hall Monitor/KG Paras & Title/AtRisk/CTE	$14.95	$15.32	$15.68	$16.04	$16.41	$16.77	$17.14	$17.60	$18.07	$18.59
Media Assistant & ISA	$15.84	$16.20	$16.57	$16.93	$17.30	$17.66	$18.02	$18.49	$18.96	$19.48
CareerTech Ed/Health Occ Para	$23.60	$23.97	$24.33	$24.70	$25.06	$25.42	$25.79	$26.26	$26.72	$27.24

Appendix A - Hourly Wage Schedule Step 11 to Step 20

Classification Steps 11-20	11	12	13	14	15	16	17	18	19	20
Secretaries & Tech Staff Asst.	$21.86	$22.38	$22.90	$23.42	$23.94	$24.46	$24.98	$25.50	$26.02	$26.54
Special Ed/Hall Monitor/KG Paras & Title/AtRisk/CTE	$19.11	$19.63	$20.15	$20.67	$21.19	$21.71	$22.23	$22.75	$23.27	$23.79
Media Assistant & ISA	$20.00	$20.52	$21.04	$21.56	$22.08	$22.60	$23.12	$23.64	$24.16	$24.68
CareerTech Ed/ Health Occ Para	$27.76	$28.28	$28.80	$29.32	$29.84	$30.36	$30.88	$31.40	$31.92	$32.44

Longevity Chart: Longevity is a lump sum payment made each year on the last pay of the academic year. The employee must work through the last scheduled day of school to be eligible for longevity.

After 10 to after 14 Years	$520
After 15 to after 19 Years	$780
After 20 to after 24 Years	$1040
After 25 and beyond	$1300
*Last pay of academic year	

*New Longevity Scale 11/13/2024

A signed copy of this Master Agreement is on file at both the office of the Superintendent of Mt. Pleasant Public Schools and the local office of the Michigan Education Association.