MASTER AGREEMENT

by and between

MICHIGAN CENTER EDUCATION ASSOCIATION
JCEA/MEA/NEA

and

MICHIGAN CENTER SCHOOL DISTRICT BOARD OF EDUCATION

August 18, 2023 - August 17, 2026

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MICHIGAN CENTER EDUCATION ASSOCIATION AGREEMENT

I. W I T N E S S E T H

WHEREAS the Board and the Association, hereinafter sometimes referred to as the parties, recognize and declare that providing a quality education for the children of Michigan Center is their mutual aim and that the character of such education depends predominantly upon the quality and professionalism of the teaching service, and

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

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

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

ARTICLE 1: RECOGNITION

A. **THIS AGREEMENT** entered into by and between the **BOARD OF EDUCATION OF THE MICHIGAN CENTER PUBLIC SCHOOLS,** hereinafter called the "Board," and the **JACKSON COUNTY EDUCATION ASSOCIATION,** hereinafter called the "Association."

B. **Exclusivity.** The Board, or assigned designee, hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of the Public Employment Relations Act, for all professional employees (see below), who are scheduled to work at least three-fifths (3/5) time or more on a permanent part-time basis. The term "bargaining unit member" when used in this Agreement shall refer to all professional employees in the bargaining unit. Professional employees will include classroom bargaining unit members, and social workers but shall exclude supervisory and executive personnel, office and clerical employees, substitutes, bargaining unit member aides, the athletic director and guidance director

C. With respect to the bargaining unit members covered by this Agreement, the Board agrees not to negotiate with any individual bargaining unit member or organization other than the Association for the duration of the Agreement.

D. Except to the extent that a right is waived by the terms of this Agreement, the rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere and nothing contained herein shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan Revised School Code or other laws and regulations.

E. **Probationary Period - Non-Tenure.** Those employees within the bargaining unit who are not subject to the provisions of the Tenure Act, such as school social workers and other employees in positions that do not require a teaching certificate, shall serve a probationary period of four (4) years. Classroom teachers and other employees subject to the Tenure Act shall serve a probationary period as required by the Tenure Act.

F. **Mentor Bargaining Unit Members.**

1. Pursuant to Section 1526 of the Michigan Revised School Code, for the first three (3) years of employment as a classroom bargaining unit member, he/she will be assigned one or more mentors. A mentor assignment may be split between more than one mentor when the probationary bargaining unit member has been given an assignment in more than one building or academic area.

2. The right of selection of mentors (whether internal or external to the bargaining unit) will be reserved to the Board and is not subject to review through the grievance procedure.

3. Mentor teaching assignments are voluntary. Tenured bargaining unit members within the bargaining unit who are at least two (2) years beyond the probationary period provided by law, who have a record of successful teaching, may request consideration for assignment as a mentor though the Superintendent's office.

4. In making appointments, the Board will take into consideration, by way of example, degrees earned, areas of certification, participation in professional development activities and the performance record of internal applicants and the requirements imposed by law.

5. Mentor assignments will normally be for the three (3) year period. The assignment may be discontinued for good cause shown by the probationary bargaining unit member, the mentor or administration.

6. The full annual honorarium for mentor bargaining unit members shall be as set forth in Appendix A. The honorarium for non-unit mentors will be determined by the District but will not exceed the rate paid to unit members. If the mentor assignment is split, the honorarium will also be proportionally split between the mentors.

7. Where the mentor is a bargaining unit member within the bargaining unit, consideration will be given to the building assignment and schedule of both bargaining unit members.

8. The responsibilities of the mentor will be determined by the administration. In general, the responsibilities will include by way of illustration, assisting the bargaining unit member in fulfilling the objectives of the bargaining unit member's Individual Development Plan and guidance in such areas as classroom management and instructional delivery.

9. The parties agree that mentors (internal or external to the bargaining unit) will not be involved in the evaluation of the probationary bargaining unit member. The parties further agree that absent being subpoenaed; mentors will not be involuntarily called as a witness in administrative hearings, court proceedings or grievance hearings.

ARTICLE 2: BARGAINING UNIT MEMBER RIGHTS

A. **Right to Organize; Non-Discrimination**. Pursuant and subject to the Public Employment Relations Act, and subject to any limitations contained in this Agreement, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection or not undertake such activity**.** As a duly elected body exercising governmental power under the laws of the

State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of any right conferred by the Public Employment Relations Act or other laws of Michigan or the Constitutions of Michigan and the United States, provided the bargaining unit member has not waived any such right under the terms of this Agreement; that to the extent prohibited by law it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his membership or nonmember ship in the Association, his participation or nonparticipation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Board specifically recognizes the right the Association to appropriately to invoke the assistance of the Michigan Employment Relations Commission (MERC), or a mediator from such public agency.

C. **Use of Building, et al.** During the term of this Agreement the Association shall have the right to use school building facilities at all reasonable hours for Association meetings, which do not interfere in any way with the educational program. When special custodial service is required, the Board may make a reasonable charge, therefore. No bargaining unit member shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication which are used only for faculty purposes shall be available to the Association for Association notices.

D. **Information.** The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive collective bargaining proposals and related programs on behalf of the bargaining unit members and their students, together with information which may be necessary for the Association to process any grievance or complaint.

E. Notwithstanding their employment, bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or the lack thereof outside of school hours shall be grounds for any discipline or discrimination with respect to the professional employment of such bargaining unit member.

F. Bargaining unit members' records of employment shall not be disclosed unless required by law**.** The district will inform the employee of any lawful requests for the employee's personnel records prior to their release.

G. **Personnel File.** To the extent permitted by law, a bargaining unit member shall have the right upon request to review the contents of his personnel file. A representative of the Association may be requested to accompany the bargaining unit member in such review.

ARTICLE 3: BOARD RIGHTS

A. 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 Constitutions of the State of Michigan and the United States, including, but without limiting the generality of the foregoing: the management and control of school properties, facilities, materials used, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

B. The exercise of these powers, rights, authority, duties and responsibilities by the Board, and the adoption of such rules and regulations and policies as it may deem necessary shall be limited by the specific and expressed terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitutions and laws of the State of Michigan and the United States.

ARTICLE 4: PAYROLL DEDUCTION

A. **Payroll Deduction.** Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the payroll of that bargaining unit member and make appropriate remittance for: annuities, credit union, savings bonds, United Fund, insurance options, city income tax, MEA Financial Services products, or any other plans or programs approved jointly by the Association and the Board.

ARTICLE 5: BARGAINING UNIT MEMBER HOURS

A. **Teaching Hours.** The bargaining unit member's normal teaching hours in the schools shall be as follows:

All bargaining unit members will be assigned to report five (5) minutes before and remain five (5) minutes after the student instructional day.

During the term of this Agreement, student instructional time will not be increased, except as may be required by law. Where such changes impact upon the terms and conditions of this Agreement, the parties agree to renegotiate the necessary changes to guarantee compliance.

On Fridays or days preceding a holiday or vacation all bargaining unit members may leave following the dismissal of students.

The social worker's day shall generally coincide with the classroom teacher's workday but may also include home visitations and other responsibilities and activities outside the work day. In no event shall the work week of the social worker exceed forty (40) hours.

B. **Duty Free Lunch**. All bargaining unit members shall be relieved of cafeteria and playground duty during the 30-minute lunch period unless specifically hired for that duty.

C. **Elementary Prep Periods**. Elementary bargaining unit members shall use as conference and preparation time those periods when their students are receiving instruction from bargaining unit specialists (elementary physical education, music, and computers) and when their students are at recess. The Board shall maintain vocal music, computers, and physical education elementary programs; provided, however, the Board may, after consultation with the Association, reduce or eliminate such programs for financial reasons only. The Board shall use its best efforts to hire substitutes for the bargaining unit specialists. Elementary bargaining unit members shall have 55 minutes per day as conference and preparation time as scheduled by the Board to replace such time lost by the elimination of the elementary music, computers, and art specialist programs. Such time shall be scheduled in no less than fifteen (15) minute blocks of time per day.

D. **Secondary Prep Periods**. All secondary bargaining unit members (7-12) shall be entitled to a daily preparation period equivalent to at least one (1) class period to be scheduled during the student day; provided, however, that such daily preparation periods shall not exceed fifty-five (55) minutes per day. If the secondary class period exceeds fifty-five (55) minutes per day, the teacher will be assigned an activity from a mutually agreeable list of activities for the time in excess of fifty-five (55) minutes. These activities will be

developed by a committee consisting of an equal number of participants of administrators and secondary teachers.

E. **Professional Development**. To ensure that each full and part-time teacher completes at least five (5) days (thirty [30] hours) of professional development as required by Section 1527 of the Revised School Code, a teacher shall be required to make up any days or hours of professional development provided by the School District that the teacher fails to attend for any reason, including illness. The days or hours may be made up by taking classes offered by the Jackson County Intermediate School District or other classes approved by the Superintendent or designee. The District shall notify the teachers of any voluntary summer (June) professional development schedule on or before the previous December 31st.

ARTICLE 6: BARGAINING UNIT MEMBER CONDITIONS

A. The parties recognize that the availability of optimum school facilities for both student and bargaining unit member is desirable to ensure the high quality of education that is the goal of both bargaining unit member and the Board. It is also acknowledged that the primary duty and responsibility of the bargaining unit member is to teach, and that the organization of the school and the school day should be directed at ensuring that the energy of the bargaining unit member is primarily utilized to this end.

B. **Class Size.**

1. The parties recognize that class size is an important aspect of an effective educational program and agree that the following class sizes shall be capped:

   Young 5's Capped at 22 students
   Kindergarten Capped at 26 students (five sections) or 28 (four sections)

   In the event that these additional students are added to a classroom except Music, Physical Education and other traditionally recognized larger classes, the teacher will be compensated $10 per full day per student over the cap. 22 in Young 5's or over 26 in kindergarten.

   In order to be eligible to receive the above compensation, the additional student(s) must have been enrolled and been present in the teacher's class for at least fifteen (15) instructional days in the Trimester. It is understood that payment is for the class enrollment condition and is not dependent on the presence of the same additional students in the teachers' class during the Trimester. Payment will be made to eligible teachers for the scheduled number of instructional days in the Trimester. Payment under this provision will be made to the affected teachers on the payroll following the completion of the Trimester.

   The parties further recognize that class size is an important aspect of an effective educational program and agree that the following class sizes are desirable:

1- 2	24
3 - 5	26
6 - 12	28

2. Accordingly, the Board agrees to use reasonable means to keep all classes, except band, vocal music, physical education, study halls and any other large group instruction, at 30 students or less. A class may exceed 30 students if the bargaining unit member and the Association approve of the

additional students or if the Board cannot reduce the size of the class to 30 or less by reasonable means; provided, however, that any split grade classroom shall in no event exceed 30 students. Reasonable means shall not require the Board (1) to establish a split grade (2) to create, construct or purchase additional classrooms (3) to place any class on a short-time or reduced schedule or (4) to establish an additional class in a subject of which there is only one in a grade.

3. If it is necessary to assign a bargaining unit member to a class which exceeds 30 students, the Board shall so advise the bargaining unit member and the Association in writing of such fact and the reasons, therefore. The determination of class size for the purpose hereof will be made as of October 1, or the first school day thereafter, of each school year.

4. *Upon request, an elementary bargaining unit member with 32 or more students shall be provided with 2-1/2 hours of instructional aide assistance per week. The aide time shall be provided in increments of not less than 15 minutes.*

5. Co-teaching situations will be considered for special education students' inclusion into regular education classes. If a mutually agreeable co-teaching situation cannot be agreed upon, the following provisions will be implemented.

   The number of elementary special education students within a grade level within a building will be equalized, subject to any exceptions which may be imposed by the student's Individual Education Plan.

   The number of secondary special education students enrolled in the same section and class hour will be equalized, subject to any exceptions which may be imposed by the student's Individual Education Plan.

C. **Online/Virtual Assignments**

1. Professional Development

   a. Teachers assigned to teach any online/virtual courses offered by the District shall be provided adequate Professional Development in order to ensure their competency with any and all equipment, technology, software, and prescribed "best practices" needed to perform online/virtual teaching expectations.

2. Work Schedule, Hours and Student Assignment

   a. Teachers assigned online/virtual courses as all or part of their teaching load shall not have a total daily/weekly/annual work schedule that requires more contractual hours than what is required in the Master Agreement.

   b. It is understood that the daily/weekly/annual schedule of online/virtual teachers may deviate from that of teachers not assigned to online/virtual learning positions. However, the existing class size requirements, number of preparations assigned to a teacher, preparation time, lunch breaks, etc. shall adhere to the provisions of the Master Agreement.

   c. The annual work schedule, assignment, and student assignments to teachers performing online/virtual teaching shall be provided to the Association to review adherence to this requirement.

d. Any inconsistencies that result in required additional work time than what is provided for within the Master (excluding normal non-workday duties performed by all teachers) shall be paid at the teacher's per-diem rate of pay.

3. Delivery of Instruction

a. Recorded asynchronous teaching lessons shall be made available to the teacher to review and edit for quality prior to dissemination to students.

b. Any recorded asynchronous instruction delivered by the teacher may be erased after its intended instructional purpose is delivered to the required students.

D. **Tools and Materials.** The Board recognizes that appropriate texts, library reference facilities, maps, and globes, laboratory equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection, use, and quantity of such educational tools.

E. **Break Facilities**. The Board shall insofar as possible make available in each school adequate lunchrooms, restroom and lavatory facilities exclusively for bargaining unit member use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge.

F. **Telephone Facilities** shall be made available to bargaining unit members for their reasonable use.

G. Adequate parking facilities shall be made available to bargaining unit members.

H. **Non-Discrimination.** To the extent required by law the provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, political beliefs, religion, color, national origin, age, sex, marital status, sexual orientation, height, weight, handicap, or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to achieve full equality of educational opportunity to all pupils.

I. **School Closure.** When weather conditions, mechanical malfunctions and/or other emergencies act to close schools, bargaining unit members shall not be required to report to work. Days of instruction lost due to such "act of God days" may be rescheduled if necessary to prevent the loss of state aid under the State Aid Act. When such days are rescheduled, bargaining unit members shall be required to report for duty. Neither the closure of such schools due to "act of God days" nor rescheduling of such days, shall act to increase or decrease the amount of compensation due a bargaining unit member in accordance with their step and level of the salary schedule.

J. **Medically Fragile/Least Restrictive.**

1. In the event the Michigan Center School District and the Jackson Intermediate School District determine that the Michigan Center Schools will provide services to medically fragile special education students not currently enrolled in a regular education classroom setting (who require additional assistance in order to be included in a classroom setting as determined by the Individual Educational Placement Committee meeting), the Board agrees to discuss the issues dealing with these students in a least restrictive environment to find a mutually acceptable disposition for the issue.

2. A general education classroom bargaining unit member shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions or render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. Otherwise, it shall be the responsibility of the bargaining unit member to implement the student's individualized educational plan while attending to the educational needs of the student while in the bargaining unit member's class.

K. **School Improvement Committees**.

1. Each bargaining unit member will be assigned to a School Improvement Committee. The District will continue to attempt to honor the requests of bargaining unit members for a specific committee.

2. except as may be afforded by law; decisions made by school improvement committees shall be consistent with the terms and conditions of this Agreement.

3. Any committee participation beyond the normal workday and one hour per month shall be voluntary.

4. Any staff member that misses a contractually mandatory monthly staff meeting shall be responsible for making arrangements to meet with the individual(s) responsible for leading the meeting to fulfill the meeting requirements within two weeks of the meeting date.

L. **Substitutes.**

1. The Board always agrees to use its best efforts to maintain an adequate list of substitute teachers. Elementary bargaining unit members shall inform the District substitute service by 6:30 a.m. and secondary bargaining unit members by 6:00 a.m., of their unavailability for work unless good cause can be shown as to why the call could not be made prior to these times. The bargaining unit member shall utilize the preferred substitute list within the substitute system so that the absence can be filled quickly. If filling the vacancy through the list is unsuccessful, the administration will arrange for a substitute teacher.

   If it becomes necessary to substitute on planning time, the following procedure will be followed. A list of all available teachers each hour will be established. The teachers will be used on a rotating basis. If it is your turn and you find a replacement, which counts as your turn, you will not be required to substitute until it is your turn again.

M. **High School Graduation:** High school teachers are expected to attend the high school graduation and sit in a designated area, unless excused by the Superintendent for good reasons; provided graduation is not held during the Memorial Day weekend. If teachers are required to wear a cap and gown, the Board shall provide the first set. Other teachers are encouraged to attend the High School graduation.

ARTICLE 7: CALENDAR

A. Calendars shall be developed by a committee composed of three (3) Association members and three (3) Administrators.

ARTICLE 8: VACANCIES, PROMOTIONS AND TRANSFERS

A. **Notice.** Whenever any vacancy occurs, or a new position is established which is covered by this Agreement, the Board may elect to give five (5) working days written notice of such vacancy or new position to the Association to allow bargaining unit members to file applications. These vacancies may be posted on the appropriate bulletin boards and may be e-mailed to all members.

B. **Procedure.**

1. Any bargaining unit member may apply for such vacancy.

2. Whenever a vacancy occurs (including extra-curricular), or a new position is created during the normal summer vacation months the Board may elect to send notice thereof by e-mail to all bargaining unit members and any bargaining unit member who wishes to apply shall do so within fourteen (14) calendar days of notification before August 1 and within ten (10) calendar days of notification on or after August 1.

3 The final decision in the filling of vacancies and/or promotions rests with the Board

C. **Involuntary Transfer.** Since the frequent transfers of bargaining unit members from one school to another is disruptive of the educational process and interferes with optimum bargaining unit member performance, unrequested transfers of bargaining unit members should be minimized and avoided whenever practicable. The Superintendent should notify the affected bargaining unit member and the Association of the reasons for such transfer at least fifteen (15) days prior to said transfer.

D. In the event that transfers of bargaining unit members appear to be necessary, lists of available positions in other schools shall be handled in the same manner as provided in Section A of this Article.

E. **Out of Unit Transfer.** Any bargaining unit member who is transferred to a supervisory, executive, or other position with the district outside the bargaining unit, including a teaching principal position, shall retain seniority as a bargaining unit member while in such position.

F. **Job Share**. Absent mutual agreement between the Superintendent and the Association President as to the conditions that will apply, there will be no job-sharing assignments. The denial of a request for job sharing is not subject to review through the grievance procedure.

G. **Extra Compensation Assignments.** The extra compensation assignments listed in Appendix A., Section D, shall be included in the bargaining unit subject to the following:

:

1. **Assignment.** Assignment to such a position in one year shall not be construed as a right to the assignment in any succeeding year; provided that any bargaining unit member assigned to such a position during the previous school year shall not be removed from the position arbitrarily. Should an extra compensation assignment covered by this Agreement be dropped from the school program, representatives of the Board and the Association agree to meet and confer, to determine the status of such positions as they relate to the terms of this Agreement.

2. a. **Posting.** All vacancies in such positions shall be posted as provided in Article 8 subject to paragraph B3. In filling such vacancies, the Board shall give due weight to length of service, professional background and attainments of all applicants, and other relevant

factors, but length of service with the District shall only be considered as one factor in filling such vacancies and shall not necessarily be the deciding factor. All applications for such positions shall be in writing. Any unsuccessful applicant shall be entitled to a written statement of the reason from the Superintendent for not being selected.

b. **Head Varsity**. The following procedures will be followed for interviewing applicants for head varsity coaching positions.

If a posting results in both internal and external applicants, a committee consisting of the Athletic Director, High School Principal and a person of the Associations choice will recommend the most qualified candidate from all applicants internal and external. Qualifications shall include, but not be limited to, past evaluations of job performance and other mutually agreed upon criteria determined by the committee. The applicant determined by the committee to be the most qualified shall be recommended to the Board for appointment. If the Board does not accept the committee's recommendation, the position shall be filled from the qualified internal applicants as provided above in paragraph 2.a.

c. **Assistant Varsity, JV & Jr. High Coaches**. If two staff members apply for the same posting, a committee consisting of the Head Coach, Athletic Director and Building Principal with a MCEA designee (non-voting member) will be convened. The committee will give due weight to the following:

1. Professional Background (especially related to the position in the posting.
2. Attainments of the applicants.
3. Length of Service (to be considered as a factor; not necessarily the deciding factor)

The decision of the committee will be deemed as final.
If the posting goes unfilled by current staff members and it is opened to the outside, if more than two people are interested, the above process will be used to determine the best candidate.

d. All coaching positions, other than Head Varsity coaching positions, held by non-bargaining unit members will be posted every year.

2. **Non-Unit Applicants**. The Board shall give due consideration to all applicants for such positions from within the school district, but except for Head Varsity coaching positions, if no bargaining unit members from the district apply for a position or if, in the sole discretion of the Board, none of the applicants from within the district are qualified, the Board may fill the position from outside the district. Head Varsity coaching positions shall be filled as provided above in paragraph 2.b. Persons hired from outside the district to fill only such position shall receive the compensation for the position set forth in Appendix A but shall not have any other benefits or rights of this Agreement. The Board, Association and the person hired from outside the district may agree to deviate from the compensation set forth in Appendix A.

ARTICLE 9: LEAVES OF ABSENCE

A. **Leave of Absence with Pay**

1. **Sick Leave**

a. **Statement of Intent**. The bargaining unit member upon contract with the Board of Education shall sign an affidavit stating the sick leave plan he/she has chosen. A bargaining unit member will indicate their choice of the sick leave plan at the beginning of each contractual year.

b. **Sick Leave Plans**

i **Plan A - Sick Day Plan**.

a. All regularly employed certified bargaining unit members shall be allowed sick leave days during the school year without loss of pay. Each eligible full time bargaining unit member shall be credited with twelve (12) sick days at the beginning of each school year subject to adjustment if the bargaining unit member does not work the entire year, three (3) of which may be used for personal business during each school year.

b. Personal days may be used for the purpose of conducting personal business. No days will be approved the workday before or following holiday or vacation periods. Use of personal days on professional development days shall be subject to approval of the superintendent or designee.

i. If an unusual situation/opportunity arises, a staff member may submit a written request to the Superintendent at least thirty (30) days in advance of the date requested, for a workday off prior to or just after a holiday or vacation period. This request will be reviewed by a committee (Superintendent, Building Principal, and MCEA President or designee). If the request is approved, the requested day before or prior to the holiday or vacation period will be treated as an unpaid day.

c. Eligible permanent part-time bargaining unit members shall receive pro rata credit. A bargaining unit member who works only a portion of a school year shall be credited with one (1) sick day for each calendar month or portion thereof worked during such year; provided, however, if a bargaining unit member commences his employment on or after the 21st day of any month or terminates his employment on or before the l0th day of any month no sick leave credit shall be earned for such month.

d. Each bargaining unit member shall be entitled to accumulate not more than one hundred (100) paid sick days; provided, however, at the end of each year an employee shall receive forty ($40.00) dollars for each day

the employee has accumulated in excess of one hundred (100) days. For example, an employee with one hundred (100) accumulated sick days at the beginning of the year who is then credited with twelve (12) additional days and uses only two (2) days during the year shall receive four hundred ($400.00) dollars for ten (10) days at the end of that year. (Employees with more than one hundred (100) accumulated sick days as of June 30, 2008, shall retain such days and shall, at the end of each year thereafter, receive forty ($40.00) dollars for each day in excess of the number of days accumulated as of that date. For example, an employee with two hundred (200) accumulated sick days as of June 30, 2008, who is then credited with twelve (12) additional days and uses forty-two (42) days during the 2008-2009 school year shall not receive any payment at the end of such year, but such employees' cap on accumulated sick days for purposes of this provision, shall be one hundred and seventy (170) days (200 + 12 – 42 = 170) for the 2009 – 2010 school year.)

ii **Plan B – Any Cause Plan**.

a. All full time certified bargaining unit members shall be allowed any cause leave days during the school year for any cause without loss of pay. Each eligible full time bargaining unit member shall be credited with five (5) any cause days at the beginning of each school year subject to adjustment if the bargaining unit member does not work the entire year. Bargaining unit members must submit a request within thirty (30) days prior to the use of any of the five (5) Any Cause Days. In case of illness, member shall be allowed to use any previously accumulated sick days that were held in their sick bank at the end of the prior school year. These sick leave days may be used either before or after the election/use of their five any cause days.

b. Permanent part-time bargaining unit members shall receive pro rata pay.

c. The five (5) any cause days are not cumulative. At the end of any given year all unused days may be rolled into the teacher's sick bank or the bargaining unit member may choose to receive the day-to-day substitute's pay for each one remaining.

c. **Sick Leave Terminal Payment**

i In appreciation for services to the school district, the Board shall pay one-half of the unused accumulation of sick leave days at the going rate of a day-to-day substitute bargaining unit member's pay upon resignation and/or retirement provided the bargaining unit member shall have been employed in the school district for ten (10) years.

ii In appreciation for services to the school district, a terminal leave payment of $10.00 per year of service in the District will be paid upon resignation and/or retirement provided the bargaining unit member shall have been employed in the school district for 10 years.

iii In case of death, this terminal leave payment will be paid to the bargaining unit member's estate.

d. **Change of Plans**. A bargaining unit member may change from one plan to the other only at the beginning of each contractual year. If a bargaining unit member changes from Plan A to Plan B any unused accumulated sick leave days shall not be forfeited.

e. **Leaves of Absence with Pay Chargeable to Sick Leave** shall be granted for:
   i **Personal Illness or Disability**. The bargaining unit member may use all or any portion of his leave to recover from his/her own illness or disability.
   ii Absence due to illness or disabling accident in immediate family (spouse, children, brother, sister and parents of the bargaining unit member and spouse) not to exceed twelve (12) days in any one school year.
   iii **Emergency (Personal Business) Leave**.
      a. Attendance at a ceremony where a degree is awarded to a bargaining unit member, for such portion of the day as is necessary.
      b. One day, except when travel requires additional time, for attendance at a school graduation of a son, daughter, husband, or wife.
      c. Other emergencies must be approved by the bargaining unit member's principal.

f. **Medical Report and Examination.** After three (3) consecutive days of absence, or in the case of suspected sick leave abuse, the Board may require a bargaining unit member to submit a statement from the attending physician to verify an illness or injury for which sick leave, paid or unpaid, is used. The Board may also at any time require a bargaining unit member to submit to a medical examination by a physician selected by the Board, provided that the cost of any such examination shall be paid by the Board.

g. **Sick Bank.** In the event a teacher or member(s) of the teacher's immediate family suffer a catastrophic accident or illness and the teacher has exhausted his or her paid sick leave, the District may, at its sole discretion, permit members of the Association to contribute up to two (2) days of their accumulated sick leave towards a bank for the member in need.

   i The contribution of these days shall be voluntary on the part of the bargaining unit member(s).
   ii The maximum number of days in this bank will be twenty (20) days.
   iii In the event the days are not used by the member, the days voluntarily contributed will be returned to the contributing employee(s) accumulated sick leave.
   iv The sick bank will be administered by the Superintendent of Schools and Business Manager of the School District.

h. **Record of Sick Leave Days.** The Board shall furnish each bargaining unit member with a written statement at the end of each school year setting forth the total sick leave credit.

B. **Paid Leaves of Absence not Chargeable Against Sick Leave**

1. **Disability**. If a bargaining unit member is absent due to injury or illness which is compensable under the Michigan Worker's Compensation Act he/she may elect (1) to receive only the benefits due him/her under the Act, in which case the absence shall not be charged against his/her accumulated sick days, or (2) to receive in addition to the benefits under said Act, the difference between his/her salary and such benefits for a period equal to his/her accumulated sick days, in

which case the absence shall be charged against his/her accumulated sick days on the basis of one day of sick leave for each day the bargaining unit member receives supplemental pay greater than 50% of per diem and one-half day of sick leave for each day the bargaining unit member receives supplemental pay of 50% or less of per diem. This provision shall be applied so that a bargaining unit member shall not during the school year receive benefits and salary, including supplemental pay, totaling more than what the bargaining unit member would have received as salary alone for such school year.

2. **Jury Duty.** A leave of absence with pay shall be granted to a bargaining unit member obligated to render jury service for such period of time as shall be required for the performance of such service. A bargaining unit member called for such service will receive the difference between his/her regular daily salary and the jury duty pay received (excluding mileage).

3. **Witness.** A leave of absence with pay shall be granted to a bargaining unit member for the purpose of appearing in court as a witness pursuant to a subpoena. The bargaining unit member will receive the difference between his/her regular daily salary and the witness pay received (excluding mileage). This provision shall not apply if the teacher is subpoenaed to testify by the Michigan Education Association (or one of its affiliates) or where the subpoena involves employment outside of the district.

4. **Visitations**. A visitation at other schools or for attending educational conferences or conventions, with administrative approval, is contingent upon the budget.

5. **Association Leave and Released Time**
   a. The President of the MCEA or his or her designee(s) shall be released from regular duties without loss of salary for the purpose of participating in area or regional meetings, workshops, or conferences of the Association for not more than an aggregate of eight (8) days per year, but no more than two (2) bargaining unit members may be released under this provision at any one time. The Association will pay the cost of substitutes.
   b. The duly elected President of the MCEA may use non-instructional time for Association business so long as it does not interfere with the performance of the President's teaching duties. The President shall not leave his school building for such purpose without first notifying his building principal.
   c. An employee engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

6. **Death in Immediate Family**
   a. Bargaining unit member shall be allowed up to three (3) working days in the event of a death in a bargaining unit member's immediate family per incident, without loss of pay, as defined below to grieve and attend the funeral of the decedent or to attend a later memorial service. Funeral leave and pay shall not be charged against sick leave time, except a bargaining unit member may take up to an additional two (2) days consecutive to the three (3) day funeral leave, with such additional two days charged against bargaining unit members accumulated sick leave. Immediate family is defined for such purposes as: spouse, child (biological, adopted, foster, step, legal ward, or in-law), parent, stepparent, parent-in-law, sibling, grandparent, or grandchild.

      Effective July 1, 2023, family member classifications will be interpreted consistent with the Michigan Paid Medical Leave Act, 2018 PA 369 ("PMLA") for paid sick leave. Therefore, the

term “children” includes biological, adopted, foster and step-children, legal wards and children to whom the employee stands in loco parentis. The term “parents” includes biological, foster, step and adoptive parents, and legal guardians of the employee or the employee’s spouse or an individual who stood in loco parentis when the employee was a minor child. The term “sibling” includes a biological, foster or adopted sibling.

b. A bargaining unit member shall also be allowed one (1) day each school year to attend the funeral of a person not in the immediate family, but such day shall be charged against his/her accumulated sick leave.

C. **Leaves of Absence without Pay and Fringe Benefits**

1. Shall be granted for the following purposes:
   a. **Ill Health.** Requests for leaves of absence which extend beyond time compensated in Article 10 must be accompanied by a statement from the attending physician recommending that the employee be granted such leave. A request to return to regular duties with the Board must be accompanied by a statement from the attending physician that the bargaining unit member is able to resume his regular duties.

   b. **Child Care Leave**
      i A childcare leave without pay shall be granted for a period not to exceed one (1) year. The renewal of such leaves is at the discretion of the Board. To obtain a childcare leave, the bargaining unit member shall make application for said leave as provided in Article 9. C. 2. b, except if the childcare leave is for an adopted child. The application shall be filed at least one (1) month before the requested beginning date of said leave or as soon as notice shall be given to the adoptive bargaining unit member by the adoption agency. Experience credit shall be granted only for semesters or major portions of semesters taught.
      ii A bargaining unit member may make written application to the Superintendent for reinstatement prior to the approved expiration date of the leave granted by the Board. However, the Board reserves the right in its sole discretion to approve accelerated termination of the childcare leave based on each individual case.

   c. **Military Leave.** The Board agrees to abide by the provisions of all applicable federal and state laws and their judicial interpretations regarding leaves of absence due to military service, including National Guard duty.

   d. **Foreign Exchange or Overseas Teaching** A leave of absence of up to two (2) years shall be granted to any bargaining unit member for the purpose of participating in exchange teaching programs, military teaching programs, or the Peace Corps as a full-time participant in such programs. Any period so served shall be treated as time taught for purposes of the salary schedule.

   e. **Advance Study.** A leave of absence shall be granted to any bargaining unit member for the purpose of engaging in study to upgrade his certification or to meet accreditation requirements. Upon return from such a leave a bargaining unit member shall be credited with one year of experience and be placed at that position on the salary schedule as he/she would have been had he/she taught in the district during such period.

f. **Association Leadership.** Bargaining unit members who are officers of the County, State or National Association or are appointed to its staff shall be given leave of absence for the purpose of performing duties for the Association and shall not accrue seniority or credit for pay purposes during such leave.

g. **Political.** A leave of absence shall be granted to any bargaining unit member to campaign for or serve in, a public office. This leave shall be granted for not less than one (1) semester.

h. **Family Medical Leave Act**. The Board reserves the right to exercise those rights available to it under the Family Medical Leave Act and the rules established by the federal government for purposes of implementation of the Act's provisions. Such leaves will be with insurance benefits as required by law.

i. **Others**. A leave of absence for other reasons may be submitted in writing to the Superintendent and may be granted if in his opinion such leave shall be of value to the district.

2. **General Provisions for Unpaid Leaves**

a. **Eligibility for Leave.** Except for leaves of absence for ill health, childcare and military, and leaves under the Family and Medical Leave Act (FMLA), for which all bargaining unit members are eligible, leaves of absence without pay and fringe benefits may be granted only to bargaining unit members who have been granted tenure in the district and have completed four (4) or more years of service in the district.

b. **Application for Leave.** Application for a leave of absence shall be submitted, in writing, to the Superintendent, who shall process said application in accordance with the direction of the Board and provisions set forth in this Agreement. Applications shall state expected date of return from leave and shall be filed at least one (1) month before the requested beginning date of said leave. Failure to provide such notification may result in the denial of the request. An extension of a leave shall be requested at least one (1) month before the termination of the original leave. The above requirements of advance notice may be waived in cases of emergency.

c. **Length of Leave** The length of the original leave of absence may be for a semester, the remainder of a school year, or for a complete school year, unless otherwise stated in this Agreement. A leave of absence shall not end during a semester except by special permission of the Board.

d. **Status During Leave of Absence**

i All unpaid leaves of absences shall be without pay and fringe benefits, except where otherwise stated, and except unpaid FMLA leaves that require continuation of certain benefits.
ii Sick leave days shall remain as of the balance at the beginning of the leave.

e. **Return to Duty** The employee shall return on the same level of the salary schedule as of the beginning of the leave of absence, unless stated otherwise in this Agreement, or unless otherwise required by the Uniform Services Employment and Re-employment Rights Act (USERRA) or any other applicable law or regulation. Return to duty at a time other than the

time specified in the approved application for leave shall be at the sole discretion of the Board. Failure to return from leave on the expected date of return as set forth in the application or as extended may be deemed to constitute a resignation and in such case the Board shall not be required to re-employ the bargaining unit member.

ARTICLE 10: PROFESSIONAL COMPENSATION

A. **Compensation**.

1. The salaries of bargaining unit members covered by this Agreement, including compensation for extra assignments, are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
2. At the discretion of the Board, any bargaining unit member who is requested and agrees to work beyond the normal number of contract days may be paid their per diem rate or given release time as compensation with five (5) days' notice, if it does not cause undue hardships for students and/or staff.

B. **Salary Schedule**.

1. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, nine and one-half months. See salary schedule attached as Appendix A.

2. **Extra Hour Pay**: Any junior or senior high school bargaining unit member who voluntarily accepts an additional period a day in lieu of an assigned preparation period, will be paid an appropriate prorated increase in salary based upon the teacher's lane and step.

3. A teacher who substitutes during an assigned preparation period will be paid at the rate of thirty one dollars and twenty five cents ($31.25) per clock hour prorated for the actual time involved.

4. With respect to both Arnold and Keicher staff ONLY:
   a. Any member covered by this agreement, who work at Arnold or Keicher elementary, and who assimilate other teachers' students into their room, due to a lack of substitute availability or emergency, shall earn an equal share of one hundred and fifty dollars ($150.00).

      Example: There are four first grade classes. One of the four classes do not have a substitute for the day. Each of the other three first grade classroom teachers agree to take one-third (1/3) of the roster of the class with no substitute. Each classroom teacher shall receive one-third of one hundred and fifty dollars ($150.00) in return for taking on the extra students.

C. The Board agrees to meet with the Association to negotiate the compensation for any new extra compensation position created during the term of this Agreement.

D. **Use of Personal Vehicle**. Any bargaining unit member who is required to use his personal automobile to travel between two (2) or more schools on a regular basis or for other approved school business shall be reimbursed at the so-called "standard mileage rate" established from time-to-time by the Internal Revenue Service, upon submission of documentation as required by the Board.

E. **Entry Credit**. Newly employed bargaining unit members may be given credit on the salary schedule for teaching experience outside the school district for up to step seven (7). Teaching experience shall be limited to full-time teaching experience at an accredited public or private K-12 school within ten (10) years of the date of hire.

F. The time required of bargaining unit members under law with mentors, in professional development and in individualized development plans, will not require additional compensation.

G. **Compensation for Early Notice of Retirement** - A bargaining unit member who retires under the Michigan Public School Employees Retirement System with five (5) years of service with the employer is eligible to receive additional compensation at retirement if the following conditions are met:

1. Employees who provide written notice of retirement by March 1 of the current school year in which they will retire, to be effective on June 30, of that same school year, will be eligible to receive five hundred dollars ($500) providing the employee completes the school year and retires pursuant to the notice provided.

Employees who have provided notice pursuant to this section retain the right to withdraw their written notice of retirement prior to March 1 of the intended final school year.

ARTICLE 11: PROFESSIONAL GRIEVANCE PROCEDURES

A. **Definition**. A claim by a bargaining unit member, group of bargaining unit members or the Association that there is or has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance hereinafter provided.

B. **Purpose**. The primary purpose or intent of this procedure is aimed at resolving minor grievances before they become major problems. It is designed primarily to settle the claim of the aggrieved party or parties at the lowest level possible.

C. **Procedure**.

1. **Informal**. In the event that an aggrieved party believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his building principal, either personally, or accompanied by his Association Representative (1) within seven (7) days after the bargaining unit member discovers or should have discovered the occurrence, whichever occurs first or (2) within seven (7) days after the occurrence. A determination shall be rendered by the principal to the aggrieved or Association Representative within three (3) days after the grievance has been presented to the principal. If the grievance is not satisfactorily resolved at this stage, the aggrieved may proceed to the formal steps of the grievance procedure.

2. **Formal**.

a. **Step 1**.

(1) File a written grievance with the building principal (or Superintendent or his representative if more than one building is involved) on the form attached hereto as Appendix C specifying the provision of the Agreement which has been violated (1) within fourteen (14) days after the grievant discovers or should have discovered the occurrence, whichever occurs first or (2) within fourteen (14) days after the occurrence.

(2) Within five (5) days after receipt of the written grievance, the principal (or Superintendent or his representative) shall meet with the grievant and Association Representative in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) days of such meeting. If the grievance goes directly to the Superintendent, he/she shall indicate his disposition of the grievance in writing within ten (10) days of such meeting.

b. **Step 2**.

(1) If the Step 1 disposition is made by the principal and no agreement is reached, the grievance shall be submitted to the Superintendent or his representative within five (5) days after the principal makes his disposition.

(2) Within five (5) days the Superintendent or his representative shall meet with the Association on the grievance and shall indicate his disposition in writing within five (5) days of such meeting.

c. **Step 3**.

(1) If the grievance is denied by the Superintendent or his representative in Step 1 or Step 2 and no agreement is reached, the grievance shall be transmitted to the Secretary of the Board by the Association within five (5) days after the disposition by the Superintendent or his representative.

(2) The right to a Board level hearing is restricted to those issues which are subject to closed session review under the Michigan Open Meetings Act and then, only where the grievant requests a closed session.

(3) The Board, no later than at its next regular meeting or ten (10) days, whichever shall be later, may hold a meeting on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter.

d. **Step 4**.

(1) If a satisfactory decision has not been rendered, the Association may submit the grievance to binding arbitration within twenty (20) business days of the disposition at Step 2 or Step 3, whichever is appropriate.

(2) If the parties cannot agree as to the arbitrator within ten (10) days of the decision to submit to arbitration, the arbitrator shall be selected by the American Arbitration Association in accordance with its voluntary labor arbitration rules.

(3) The fees and expenses of the arbitrator shall be shared equally by the Board and Association.

(4) The arbitrator shall not have the authority to interpret state or federal statute. The arbitrator shall not have the power to alter, add to, or to subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

D. **Miscellaneous**.

1. The failure of an aggrieved person to proceed to the next step within the time limits set forth shall be deemed as an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning that particular grievance. By mutual written agreement time limits within the procedure may be extended.

2. At any step, the failure of any administrator to communicate his decision within the specified time limit and in specified manner, shall permit the aggrieved person to proceed to the next step.

3. A grievance may be withdrawn at any level by mutual consent without establishing precedent.

4. The term "days" shall refer to school business days unless specified otherwise.

5. Copies of all written decisions of grievances shall be sent to parties involved.

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

7. It shall be the general practice of all parties of interest to process grievance procedures during times which do not interfere with the assigned duties, provided, however, in event it is agreed by the Board to hold proceedings during regular working hours, bargaining unit members participating at any level of the grievance procedure, with any representatives of the Board, shall be released from assigned duties without loss of salary.

8. The termination of services or failure to re-employ any bargaining unit member shall not be subject to the grievance procedure.

9. In the event a grievance is filed on or before June 1, the grievance may be resolved before the close of the school term or as soon as possible thereafter.

10. Demotion or discharge of a tenure bargaining unit member shall not be subject to the grievance procedure. Such bargaining unit members will have recourse through the Michigan Teacher Tenure Act.

11. In the event a grievance is based on a complaint which the principal has not created, then the grievance may proceed immediately to Step 2.

ARTICLE 12: SENIORITY, CERTIFICATION

A. **Seniority**. Seniority shall be defined as the length of continuous service to the District within the bargaining unit from the bargaining unit member's last date of hire. Date of hire shall be defined as the first day worked.

Seniority will continue to accumulate while on paid and unpaid leaves and during periods of layoff.

Where there are ties in seniority, the tie will be broken by using the last three digits of the social security numbers with the highest number being placed first.

After September 1, 2008, part-time teaching positions shall accrue seniority at the following rate: (a) half-time and less receive one-half (1/2) year seniority; and (b) more than half time shall receive one (1) full year seniority per year worked.

B. **Certification.** A bargaining unit member is fully certified if he/she has earned a provisional, permanent, or continuing teaching certificate in a given subject area or level, including special education.

C. Any layoff pursuant to board policy shall automatically terminate the individual employment contracts of the laid off bargaining unit members; provided, however, the insurance coverage set forth in Appendix A will be continued for thirty (30) calendar days after layoff.

ARTICLE 13: PROTECTION OF BARGAINING UNIT MEMBERS

A. **Administrative Support**. Since the bargaining unit member's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the bargaining unit member, the Board recognizes its responsibility to give all reasonable support and assistance to bargaining unit members with respect to the maintenance of control and discipline in the classroom.

B. **Student Discipline**. The bargaining unit member, however, bears the primary responsibility for maintaining proper control and discipline in the classroom. The Board further recognizes that the bargaining unit member may not fairly be expected to assume the role of custodian for emotionally impaired students. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the administration will take reasonable steps to relieve the bargaining unit member of responsibilities with respect to such pupil when the pupil is disrupting the classroom; provided such measures are not inconsistent with the IEPC recommendations for such student. However, a bargaining unit member may not refuse to teach an emotionally impaired (officially certified) student and may not refuse to teach any child or children because of religion, race, color, national origin, sex, or handicap.

C. **Assault**. Any case of assault upon a bargaining unit member by a student shall be promptly reported to the Board or its designated representative. The Board shall render all reasonable assistance to the bargaining unit member in connection with handling of the incident by law enforcement and judicial authorities.

To the extent permitted by law, a teacher assaulted by a student shall upon request be advised of any disciplinary action taken against the student.

D. **Complaint Procedure**. If any bargaining unit member is complained against or sued by reason of disciplinary action taken by the bargaining unit member against a student, the Board will offer the services of its attorney to provide initial legal advice to the bargaining unit member. Such advice shall not include representation or defense in any civil or criminal proceeding brought by or against the bargaining unit member.

E. Any complaints by a parent, student, or other person directed toward a bargaining unit member shall be promptly called to the bargaining unit member's attention.

F. Time lost by a bargaining unit member in connection with any incident mentioned in this Article, sections C or D, not compensable under Worker's Compensation, shall not be charged against the bargaining unit member unless he/she is adjudged guilty by a court of competent jurisdiction.

ARTICLE 14: CONTINUITY OF OPERATIONS

A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program and the avoidance of disputes which threaten to interfere with such operations. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage or assist in any strike, as said term is defined by the Public Employment Relations Act, and any right to strike during the term hereof which the bargaining unit members may hereafter acquire as provided by law is expressly waived.

B. The Board also 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 10 of the Public Employment Relations Act.

ARTICLE 15: NEGOTIATION PROCEDURES

A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. Nevertheless, because of the special nature of the public education process, it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated by mutual consent of the parties.

B. At least ninety (90) calendar days prior to the expiration of this Agreement, the parties will begin negotiations of a new agreement covering wages, hours, and conditions of employment of bargaining unit members employed by the Board.

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

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of MERC or take any other lawful measures it may deem appropriate.

ARTICLE 16: PROFESSIONAL BEHAVIOR

A. Bargaining unit members are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a bargaining unit member may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.

B. Professional Attire. It is expected that all staff will dress in a professional manner. This may include jeans of a professional nature. It is strongly encouraged by the MCEA and Administration that staff continue to financially contribute, per past practice, to the student scholarship fund.

C. The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, inappropriate appearance and dress, willful deficiencies in professional performance, or other violations of

discipline by a bargaining unit member reflect adversely upon the teaching profession and create undesirable conditions in the school building.

D. **Right to Representation**. A bargaining unit member shall always be entitled to have presented a representative of the Association when he/she is being disciplined for any infraction of Board rules or deficiency in professional performance. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present, provided that action may be taken if the Association representative does not become available within a reasonable period of time.

E. No written discipline or letters of concern will be put into a teachers personnel file without a meeting with that teacher.

ARTICLE 17: ADMINISTRATION OF AGREEMENT

Representatives of the Board and Association will meet monthly for the purpose of reviewing the administration of this Agreement and to discuss problems that may arise. The time and place of meetings will be by mutual agreement and will be scheduled at times when bargaining unit members involved are free from assigned instructional responsibilities unless otherwise mutually agreed. If this is not possible release time will be granted to bargaining unit members to attend these meetings.

These meetings are not intended to bypass the grievance procedure.

ARTICLE 18: ACADEMIC FREEDOM

The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individuality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for bargaining unit member and student is encouraged, except that:

1. The bargaining unit member must be acting within his certified area in accordance with accepted and/or adopted curriculum and courses of study.

2. The bargaining unit member must submit an outline and/or a request to his building principal or immediate supervisor prior to using materials or resource speaker in any "controversial" areas. The bargaining unit member must have approval from the building principal or immediate supervisor prior to the implementation of such instructional materials or speaker.

3. The bargaining unit member must exercise responsibility and prudence and must realize that teaching in an elementary or secondary school places special responsibility upon the bargaining unit member to carefully consider the maturity level of the student and the special circumstances that surround the teacher/learning relationship.

4. If a controversial issue is presented it shall be the responsibility of the bargaining unit member to have both sides presented.

ARTICLE 19: ANNEXATION, CONSOLIDATION, OR OTHER REORGANIZATION OF THE DISTRICT

During the life of this Agreement, if annexation, consolidation, or reorganization with one or more districts in whole or in part is to take place, the Board agrees to notify the Association in advance so that the Association may negotiate the effect of such change upon its members prior to such annexation, consolidation, or reorganization taking place.

ARTICLE 20: MISCELLANEOUS PROVISIONS

A. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.

B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual bargaining unit contracts heretofore in effect. All future individual bargaining unit member contracts shall be made expressly subject to the terms of this Agreement and Board policy. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

C. Nothing in this Agreement may be construed as preventing representatives of this Association from attending Board of Education meetings or from presenting any study to the Board.

D. Copies of this Agreement shall be printed at the expense of the Board and presented to all bargaining unit members now employed or hereafter employed by the Board as soon as practicable.

E. 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 provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

F. The term "days" as used throughout this Agreement shall refer to school business days unless specified otherwise.

G. An Emergency Financial Manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate the collective bargaining agreement as provided in the Act. [Note: This section was included in the collective bargaining agreement because it is legally required by state law and not because the parties negotiated over and agreed to the language during collective bargaining. The Association reserves the right to challenge this aspect of the referenced law in the appropriate civil court forum, and to argue that this section is not binding on the parties. This reservation of right does not include challenging the employer relative to this issue.]

ARTICLE 21: DURATION OF AGREEMENT

The Agreement shall be effective August 18, 2023 and shall remain in effect until August 17, 2026**.** The Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

JACKSON COUNTY EDUCATION ASSOCIATION

By: _____
Milt Rehberg, MEA UniServ Director
Michigan Education Association

By: _____
Mike Bruner, President
Michigan Center Education Association

By: _____
Melissa Anderson, President
Jackson County Education Association

MICHIGAN CENTER SCHOOL DISTRICT

By: _____
Debra Kruse, President
Board of Education

By: _____
Brady Cook, Superintendent
Michigan Center School District

By: _____
Reda Schultz, Secretary
Board of Education

APPENDIX A

A. MICHIGAN CENTER PUBLIC SCHOOLS PROFESSIONAL COMPENSATION

All staff who have met lane advancement criteria as set forth in Appendix A, section B shall receive their lane advancement regardless of the fund balance.

Longevity: Those teachers who have completed 14 full years of service at Michigan Center Public Schools, by September 15th of the current year, shall receive a yearly longevity payment. Payment will be made as follows:

Years of Service	Longevity Pay/Year
14-20 Years of Experience	$850
21-26 Years of Experience	$1,100
27+ years of experience	$1,350

The longevity payment shall be made to currently employed teachers by December 15th of each year of this contract.

APPENDIX A - 2023/24

MICHIGAN CENTER SCHOOL DISTRICT

SALARY SCHEDULE STEPS+3%)

Step	*BA Degree*	*BA + 30*	*60 w/Masters*
1	44,655	49,084	52,100
1.5	45,760	50,290	53,404
2	46,864	51,496	54,708
2.5	47,973	52,703	56,018
3	49,082	53,909	57,327
3.5	50,188	55,118	58,635
4	51,294	56,327	59,943
4.5	52,401	57,531	61,249
5	53,508	58,735	62,555
5.5	54,612	59,942	63,863
6	55,716	61,149	65,171
6.5	56,824	62,359	66,477
7	57,931	63,568	67,783
7.5	59,039	64,774	69,091
8	60,146	65,980	70,399
8.5	61,252	67,188	71,709
9	62,357	68,396	73,019
9.5	63,465	69,601	74,327
10	64,572	70,806	75,634
10.5	65,677	72,017	76,943
11	66,782	73,227	78,251
11.5	67,791	74,333	79,432
12	68,800	75,439	80,613

APPENDIX A -2024/25

MICHIGAN CENTER SCHOOL DISTRICT

SALARY SCHEDULE (STEPS+3%)

Step	*BA Degree*	*BA + 30*	*60 w/Masters*
1	45,995	50,557	53,663
1.5	47,132	51,799	55,006
2	48,270	53,041	56,349
2.5	49,412	54,284	57,698
3	50,554	55,526	59,047
3.5	51,694	56,772	60,394
4	52,833	58,017	61,741
4.5	53,973	59,257	63,086
5	55,113	60,497	64,432
5.5	56,250	61,740	65,779
6	57,387	62,983	67,126
6.5	58,528	64,229	68,471
7	59,669	65,475	69,816
7.5	60,810	66,717	71,164
8	61,950	67,959	72,511
8.5	63,089	69,204	73,860
9	64,228	70,448	75,210
9.5	65,368	71,689	76,556
10	66,509	72,930	77,903
10.5	67,647	74,177	79,251
11	68,785	75,424	80,599
11.5	69,825	76,563	81,815
12	70,864	77,702	83,031

APPENDIX A -2025/26

MICHIGAN CENTER SCHOOL DISTRICT

SALARY SCHEDULE (STEPS+2%)

Step	*BA Degree*	*BA + 30*	*60 w/Masters*
1	46,915	51,568	54,736
1.5	48,075	52,835	56,106
2	49,235	54,102	57,476
2.5	50,400	55,369	58,852
3	51,566	56,637	60,228
3.5	52,728	57,907	61,602
4	53,889	59,177	62,976
4.5	55,052	60,442	64,348
5	56,216	61,707	65,720
5.5	57,375	62,975	67,094
6	58,535	64,243	68,469
6.5	59,699	65,514	69,841
7	60,862	66,785	71,213
7.5	62,026	68,052	72,587
8	63,189	69,319	73,961
8.5	64,351	70,588	75,337
9	65,512	71,857	76,714
9.5	66,676	73,123	78,087
10	67,839	74,389	79,461
10.5	69,000	75,661	80,836
11	70,161	76,932	82,211
11.5	71,221	78,094	83,451
12	72,281	79,256	84,692

B. Lane Advancement

Only graduate hours taken after the teacher receives his/her provisional certificate will be counted. However, the Board may allow, with written permission, bargaining unit members to attain additional teaching certifications and/or endorsements at the undergraduate level. Undergraduate courses taken under this agreement shall count toward salary lane advancement.

Teachers are allowed to take up to a maximum of thirty (30) credits from educational programming not affiliated with a university education program (i.e., Learners Edge) provided principal pre-approves each class.

1. Seminar classes, student teaching and CEU's will not count toward salary schedule advancement.
2. Video, correspondence, or similar course work (i.e., workshops) must be pre-approved by the Superintendent

Lane advancement on the salary schedule will be implemented only at the start of the year.

Teachers must have thirty (30) total semester hours to advance to the "BA+30" salary lane and sixty (60) total semester hours, inclusive of a Master's Degree to advance to the "60 Hours w/Masters" Lane. All current employees as of 2006-07 at the BA+60 shall be grandpersoned into the "60 Hour's w/Masters Lane."

C. Extra Compensation. All percentage payments shall be based upon the following schedule:

Exp. Level		Unit Members
1st Year		32,749
2nd Year		34,087
3rd Year		35,425
4th Year		36,764
5th Year		38,102

Subject to the exception set forth below, the placement of an individual on the above salary schedule in an extra duty assignment as set forth herein, shall be based upon the number of years of experience in Michigan Center within the activity (i.e., sport). Transfers from one coaching position to another in the same sport (i.e., junior varsity to varsity football, etc.) shall not be caused to reduce the experience level for the bargaining unit member in that activity. Changes from one sport to another (i.e., basketball to football, etc.) will constitute a change in experience level.

NOTE: Compensation of non-unit individuals for coaching and other extra-curricular positions shall be determined by the Board but shall not exceed the compensation schedule for bargaining unit members.

Baseball	Head Coach	11%		**Volleyball**	Head Coach	17%
	JV Coach	8%			Asst or JV Coach	11%
Basketball	Head Coach	17%			8th Grade	6%
	JV Coach	11%			7th Grade	6%
	8th Grade	6%			If both 7th & 8th	10%
	7th Grade	6%		**Wrestling**	Head Coach Assistant Coach (if applicable)	16% 6%
	If both 7th & 8th	10%			JV Coach	10%
Bowling	Boys Girls	6% 6%			Jr. High	6%
	If both Boys & Girls	10%				
Cheerleading	Winter Head Coach (includes sideline if applicable)	16%		**Academic Games**	Coord & Staff Advisors Limit 1 per Dept.	1%
	Varsity Fall Sideline	5%		**Band Director**		18%
	JV Fall Sideline	5%		**Band Director**	Jr. High School	12%
	Winter JV (includes sideline if applicable)	10%		**Choral Director (if applicable)**		3%
	Jr. High Winter (includes sideline if applicable)	10%		**Class Advisor Chair**		1%
Cross Country	Boys Head Coach Girls Head Coach	7% 7%		**Club Sponsors**	Approved by Principal	1%
	If both Boys & Girls	10%		**Dept Heads – HS**	Sci, Math, Soc Stud, Lang Arts, Enrichment	4%
	Jr. High	5%		**Dept Heads/Grade Level Chairs- Elem**	Sci, Math, Soc Stud, Lang Arts, Enrichment	4%
Football	Head Coach	17%		**Elementary-Extracurricular**		1%
	Asst. Varsity (2)	10%		**Elementary Music**		3%
	JV Coach (2)	11%		**Elementary Musical/Play Director**		3%
	8th Grade (2)	6%				
	7th Grade (2)	6%		**Homecoming Chair**		1%
	If both 7th & 8th	10%		**Leadership Forum**		1%
Golf	Boys Head Coach	6%		**Communications Coordinator**	Webmaster News and Views Surveys/Updates	10%

					Library Supervisor	
	Girls Head Coach	6%		**Mentor Teacher**		2%
Soccer	Boys Head Coach Girls Head Coach	8% 8%		**National Honor Society**		1%
Softball	Head Coach	11%		**Quiz Bowl Advisor**		4%
Track	Boys Head Coach	11%		**Play Director**	(Per Play)	6%
	Girls Head Coach	11%		**Assistant Play Director**	(Per Play)	1.5%
	Boys/Girls Asst (1)	8%		**Prom Chairperson**		2%
	Jr. High Boys Coach	6%				
	Jr. High Girls Coach	6%		**Yearbook Advisor**	If it's a class Not a class	4% 7%
	Jr. High Boys/Girls Asst (1)	6%		**Junior High Yearbook**		4%
				Department Head - District	Coordinated School Heath	4%
HS Student Council (2) **JH Student Council**		2% 1%		**Robotics**	High School Junior High	12% 8%
Social Media Specialist		3%				

Tutoring: Summer school and after school tutoring and credit recovery will be paid at the rate of $31.25/hour for assigned student instructional time ($25.00/hour for non-bargaining unit personnel).

D. INSURANCE

OPTION A For Employees Electing Health Insurance

HEALTH:

Employees have a choice of the Jackson County Insurance Consortium Choices (2023):

- MESSA Choices II $500/$1000 deductible with Saver Rx Prescription card
- MESSA Choices II $1000/$2000 deductible with 3-tier Rx (mandatory mail)
- MESSA ABC Plan 1 HSA $1500/$3000 deductible with MESSA ABC Rx
- MESSA ABC Plan 1 HSA $1500/$3000 deductible with 3-tier Rx (mandatory mail)

Health Insurance Premium Contributions as provided by 2011 PA 152 shall be effective on July 1ST of each Benefit Plan Year.

LONG TERM DISABILITY:
66-2/3%
90 Calendar Days-Modified Fill
$7000 Maximum
Freeze on Offsets
Alcoholism/Drug Addiction 2 Year
Mental/Nervous Same as Other Illness

DELTA DENTAL:	(Class I/II/II: 100/80/80) $2000 yearly max (Class IV: 80) $2000 lifetime max
NEGOTIATED LIFE:	$30,000 AD&D
VISION:	VSP-2 S

The Board shall pay no more than the State of Michigan Public Employer Annual Cost Limitations for medical benefit plans per 2011 PA 152, as amended. During the life of the Agreement, the Board paid amounts shall adjust annually beginning January 1st to the maximum payment permitted under MCL 15.563, as amended. The remaining annual cost for the teacher's elected medical plan premiums shall be paid by the teacher based on the selected coverage and plan. The teacher's bi-weekly medical premium contribution shall be deducted from payroll in equal amounts each paycheck through a qualified Section 125 Plan.

For the high deductible health plan (HDHP) only, the Board shall provide an option for teachers to request the District frontload their applicable HDHP annual deduction to their health savings account (HSA). When elected teachers agree to the following:

- 2/3 of applicable HDHP annual deductible provided first payday after January 1, or as soon as teachers HSA account is open.
- 1/3 of applicable HDHP annual deductible provided first payday after September 1, or as soon as teachers HSA account is open.
- Teacher health care premium cost equals the total health care cost above 2011 PA 152 plus District frontloaded HDHP HSA amount.
- If insurance coverage status changes or employment ends during the year, teacher owes the District a prorated portion of their District-funded HDHP deductible. The parties agree that the teacher shall pay

the District in full for the amount owed or the District is authorized to make deductions from their paychecks for the balance.

If during the term of this agreement any arrangement is ruled impermissible by law this provision shall be considered as null and void and upon the request of either party a replacement for this provision shall be negotiated between the parties. The Association agrees to hold the District harmless against any claim, liability or penalty which may arise out of the District's compliance with this provision.

A Section 125 Flexible Spending Plan will be made available to employees not utilizing a HDHP plan.

OPTION B For Employees Not Needing Health Insurance

LONG TERM DISABILITY:
66-2/3%
90 Calendar Days-Modified Fill
$7000 Maximum
Freeze on Offsets
Alcoholism/Drug Addiction 2 Year
Mental/Nervous Same as Other Illness

DELTA DENTAL:	(Class I/II/II: 100/80/80) $2000 yearly max (Class IV: 80) $2000 lifetime max
NEGOTIATED LIFE:	$35,000 AD&D
VISION:	VSP 2 S

Bargaining unit members not electing Plan A shall receive Fifty Dollars ($50.00) per month.

A Section 125 Flexible Spending Plan will be made available to employees.

NOTE: When six (6) or more teachers elect Plan B, it shall be increased to two hundred and fifty dollars ($250.00). When ten (10) or more teachers elect Plan B, it shall be increased to three hundred and twenty-five dollars ($325). When eighteen (18) or more teachers elect Plan B, it shall be increased to four hundred twenty-five dollars ($425) per month. Employees who are single subscribers shall not be allowed to collect more than the three hundred twenty-five dollar ($325) per month amount.
****When calculating the total number of cash-in-lieu recipients, full time bargaining unit members shall be counted as one (1) and any other members who are less than full time shall be calculated at their actual number of work hours.**
Example: Nine full time unit members = 9
Two part time unit members who are each 6/7 time (.857 x2= 1.71)
So,
9 Full-Time= 9
+ Two-Part time= 1.71
10.71 member's total
In this example, staff would qualify for a monthly cash-in-lieu payment of $325 per month.

1. Only one full coverage per family.

2. Will not cover employee's children after they reach the end of the calendar year in which they exceed age limits for coverage.

3. If an employee is eligible for coverage under another health plan, the employee may elect to be covered under the Board plan or under the other plan, but double coverage shall not be permitted.

4. The Board shall pay the full cost of the foregoing fringe benefits of a bargaining unit member who teaches 3 or more hours. The cost of the foregoing fringe benefits of a bargaining unit member who teaches less than 3 hours shall be pro-rated based on the number of classes taught.

5. Insurance benefits for a teacher who retires shall end when the teacher becomes eligible for MPSERS health insurance, provided however, if such a teacher retires effective June 30 after completing that school year, the District shall reimburse the additional out of pocket premium cost the teacher incurs for MPSERS health insurance for the following July and August.

APPENDIX B

2023-2024 District Calendar

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

	Sep-23				
September					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29

	Oct-23				
October	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30	31			

	Nov-23				
November			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	

	Dec-23				
December					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29

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

	Feb-24				
February				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	

	Mar-24				
March					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29

	Apr-24				
April	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30			

	May-24				
May			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	31

	Jun-24				
June	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28

	Jul-24				
July	1	2	3	4h	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30	31		

APPENDIX C

MICHIGAN CENTER EDUCATION ASSOCIATION
FORMAL GRIEVANCE REPORT FORM

Grievance # _____ Distribution of Form

Time Limits: Refer to MCEA Master Agreement 1. Superintendent
2. Building Principal
3. MCEA 4.
Secretary Submit in Duplicate

Name of Grievant	Position	Building	Date Filed

STEP 1

Reference Master Agreement Article 12.C. The grievant must have complied with the conditions of the informal grievance procedure before proceeding to Step 1 of the written grievance procedure.

Date Cause Occurred:	Provision Violated (Contract Article and Paragraph):

1. Statement of Grievance: _____

_____

_____

2. Relief Sought: _____

_____

_____

(Attach dated and signed statement if more space required for 1. and 2. above.

Signature of Grievant:	Date

3. Disposition by Building Principal: _____

_____

_____

Signature of Principal:	Date

4. Position of Grievant: _____

_____

_____

Signature of Grievant:	Date

STEP 2

1. Date Received by Superintendent or Designee: _____

Disposition of Superintendent or Designee: _____

_____

_____

Signature of Superintendent or Designee:	Date

2. Position of Grievant Association: _____

_____

_____

Signature:	Date

STEP 3

1. Date Received by Board of Education or Designee: _____

Disposition of Board or Designee: _____

_____

_____

Signature:	Date