MASTER AGREEMENT

BETWEEN

MIO AUSABLE SCHOOLS BOARD OF EDUCATION

and

MIO AUSABLE EDUCATION ASSOCIATION

NMEA/MEA/NEA

2024 - 2027

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Article I - Recognition

A. This Agreement is entered into by and between the Board of Education of the Mio AuSable Schools, hereinafter called the Board, and the Northern Michigan Education Association, MEA/NEA, hereinafter called the Association, which shall represent all Mio AuSable employees who are included in Section B of this Article.

B. The Board hereby recognizes the Association as the exclusive and sole bargaining agent as defined in Section 11 of Act 379, Public Acts of 1965, for all certified and/or noncertified personnel in the appropriate bargaining unit, described and defined as: All certified full-time, noncertified full-time and regular part- time teaching personnel, librarians, literacy coaches, speech pathologists and counselors of the Mio AuSable Schools, excluding all administrative personnel, substitute teachers, and all other employees of the Mio AuSable Schools. The President and Treasurer of the Association will be copied on the letter sent to newly hired bargaining unit members confirming their appointment by the Board.

C. The terms "teachers" or "employee," singular and plural, when used hereinafter in this Agreement shall refer to all personnel represented by the Association in the bargaining unit as defined above, and references to one gender shall include the other gender.

D. The rights and privileges of the contract will apply to noncertified staff as outlined in the attached Letter of Agreement.

E. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

F. The term "Board" shall refer to the Board of Education of the Mio AuSable Schools and, where appropriate, its Superintendent and administrative personnel.

ARTICLE II – Rights of the Board

A. It is agreed that the Board hereby retains and reserves unto itself, without limitation and without prior negotiations with the Association, all the powers, rights, authority, duties and responsibilities enumerated in the School Code of 1976, and conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, and without limiting the generality of the foregoing, the rights to:

1. The executive management and administrative control of the School District, its properties, equipment, facilities and operation and to direct the activities and affairs of its employees;

2. Hire all employees, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment;

3. Determine the size of the work force;

4. Establish, modify, or change any work, business, or school hours or days;

5. Decide upon the means and methods of instruction, including telecommunications instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature. The Board will consult with the teachers in affected areas with respect to these matters;

6. Determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers with respect thereto and non-teaching school activities and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent that such terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

B. The express inclusion by an affirmative statement or delineation of any specific rights of the Board anywhere in the Agreement shall not, by implication, exclude or diminish those remaining rights and powers of the Board not so mentioned and hereby retained by the Board

ARTICLE III – Payroll Deductions and Voluntary Membership

A. The Board of Education agrees to deduct union dues from the salaries of employees in the following manner:

1. Association dues will be collected from all paychecks of all employees who authorize such a collection in writing.

2. Association dues will be collected at regularly scheduled intervals (biweekly) beginning on the first pay week in September and continuing to the last pay week in June.

3. The Association will provide an updated list of all union members at the beginning of each month to facilitate the collection of union dues.

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

ARTICLE IV – Rights of Teachers and the Association

A. A probationary teacher or a teacher employed in a position on the Co-Curricular Schedule who is dismissed or served written reasons for nonrenewal pursuant to the requirements of the Tenure Act may utilize the grievance procedure through the Board level to obtain a hearing and opportunity to present arguments in opposition to such dismissal or nonrenewal. The decision of the Board in the case of the dismissal or nonrenewal of the probationary teacher or a teacher employed in a position of Co-Curricular Schedule is final.

B. A program of progressive discipline shall be followed. The following progression of discipline for such unrelated incident shall be followed prior to the imposition of any economic discipline on any employee of the bargaining unit:

1. Oral warning, then
2. Written warning, then
3. Written reprimand, then
4. Up to five-day suspension, then
5. Discharge.

No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize that the severity of the offense may provide for the acceleration of the above progression of discipline.

C. In the event the bargaining unit employee is disciplined and receives one of the forms of Progressive Discipline defined above, that employee shall not in any way subsequently be evaluated in their annual evaluation performance for the same incident.

D. Beginning June 1, 2024 and every 90 days thereafter, the Association President and/or Vice-President will be given a complete listing of all bargaining unit staff that includes the following:

1. First, middle, and last name.
2. Start date of employment in current bargaining unit.
3. FTE, step, lane placement with annual salary (Base contractual wage or Schedule A only).
4. Building(s) and room number(s) assigned.
5. Employee identification number (if applicable).
6. State Personal Identification Code (PIC) if applicable.
7. Name of position.
8. Work email address and personal email address.
9. Home mailing address.
10. Home and cell phone number.

E. Any teacher shall be entitled to have present a representative of the association during any investigation or interview where they reasonably believe disciplinary action may occur. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the association is present. If an employee is offered representation and declines, (s)he must sign a waiver of that right.

F. A teacher employed in a position listed in Schedule B (Co-Curricular Schedule) who is dismissed or is not being renewed in the Schedule B position will be provided with the reasons in writing and may utilize the grievance procedure starting at the superintendent's level (appeal must be submitted within 10 days of the receipt of notice of non-renewal or dismissal) up through the Board level to obtain a hearing and opportunity to present arguments in opposition to such dismissal or non-renewal. The appeal to the Board level will only be afforded when it is accompanied by a request from the teacher in writing for an executive session. Such dismissal or non-renewal cannot be arbitrated pursuant to this Agreement and is hereby specifically and expressly excluded from the arbitration provision of Article XV, Grievance Procedure. The decision of the Board in the case of the dismissal or non-renewal of a teacher employed in a position listed in Schedule B (Co-Curricular Schedule) is final.

G. The Association shall have the right to the use of school building rooms and facilities at all reasonable non-contractual hours for meetings, according to the Board's policy on the use of the building. Association business shall not be conducted during the regular workday of any employee except during that teacher's duty-free lunch period or with prior administrator approval. The Association may conduct Association meetings for one (1) hour on the first and last teacher days, or at other times that are mutually agreed upon.

H. Bulletin boards in the teachers' lounge and school mailboxes shall be made available to the Association, and the public address system may be used for announcements subject to administrative approval. The Administration shall receive a copy of general circulation materials.

I. The Association shall have the right to use school equipment, including technology equipment, duplication equipment, internet and email access, calculators, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the prevailing cost of all materials and supplies incident to such use.

J. The Board agrees to notify the teacher when the Board receives a request for all or part of that member's personnel file. The Board agrees, when responding to FOIA requests, to redact any materials from the file that are allowed by law to be excluded from the materials released.

K. Each teacher shall have the right upon request to review the contents of their own personnel file, except confidential, pre-employment references. A representative of the Association may be requested to accompany the teacher to such a review. To the extent afforded by law, the employee may attach a written rebuttal to documents contained in the personnel file. No verbal or written warnings shall be contained in the personnel file. Any such warning shall be communicated to the individual, and there shall be no written record of such in the employee's personnel file.

ARTICLE V – Medical Examinations

A. After five (5) consecutive days' absence due to illness or injury, or in connection with FMLA leave, a teacher may be required to obtain confirmation of a medical need for the absence and/or approval by a doctor before returning to work. This approval shall be made by a physician or psychiatrist authorized to practice.

B. Any medical examination can be required by the Administration at the expense of the Board of Education.

C. Medical examination results may be subject to verification by a doctor named by the District.

ARTICLE VI – Teaching Hours

A. The teachers' normal workday will not exceed a total of 7½ hours per day, including a lunch period and preparation period. In keeping with the Board's rights as listed in Article II of this Agreement, the beginning and ending of the teachers' workday shall be determined by the Board. These workdays shall include, but not be limited to, regular workdays, parent-teacher conference days, early school closings due to inclement weather or other circumstances, days without students, half-days, in-service days, exams, and records days.

B. Teachers are required to attend staff meetings, the annual holiday elementary concert (K-5 teacher), graduation ceremony (6-12 teachers), parent teacher conferences, open houses and student orientation. Staff meetings are limited to approximately 1.5 hours per month and at least twenty-four (24) hours' notice will be given for a meeting.

Teachers may be requested to work a reasonable number of hours, given adequate notice, beyond the normal work day/week for the purposes of curriculum committee meetings, school improvement committee meetings, and similar activities. However, any teacher serving on the K-12 Curriculum Council or district-wide school improvement committee will be compensated at the rate stated in Article XVI.

C. All teachers shall have a duty-free, uninterrupted lunch period of no less than 35 minutes, except as mutually agreed.

D. Teachers shall not be required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by city, county, or state health authorities.

The Board may reschedule any such days. Teachers will receive their regular pay for days which are cancelled but shall work on any rescheduled days with no additional compensation.

If school is cancelled on an early release day with professional development time scheduled in the afternoon, teachers may still be required to report to the scheduled professional development if road conditions have sufficiently improved as determined by the Administration. On such a day, teachers will be notified through district email by 10:00 am.

E. The Association shall strongly encourage its members to attend school-sponsored events in which students take part and shall strive to achieve full and appropriate faculty representation at students' academic honors or awards programs sponsored by the Board or Administration.

ARTICLE VII – Teaching Conditions

A. The Administration will make a reasonable attempt to meet the recommended class sizes as listed below:

1. Kindergarten through Grade 1 -- 22 pupils.

2. Grade 2 through Grade 5 – 27 pupils

3. Special classes for special education students --see State guidelines and COOR ISD plan

4. Grades 6-12 -- 30 pupils,

5. In classes where work stations are used, enrollment will be limited to the number of work stations.

   Music – 35

   Physical Education--35

B. To relieve teachers of cafeteria, patrol, and bus duty, the Board agrees to engage paraprofessionals. The paraprofessionals will handle patrol duties, collecting moneys for lunch and milk, and similar nonprofessional responsibilities, subject to economic conditions.

C. The Board shall make available restrooms for teacher use and at least one room appropriately furnished which shall be reserved for use as a faculty lounge.

D. Adequate designated parking facilities shall be made available to the staff during the normal school day.

E. The school calendar shall be negotiated annually by the Association President and Superintendent, or their designees, by the end of March. The maximum number of teacher workdays shall be one hundred eighty-two. Scheduled days of student instruction may be rescheduled in accordance with Article VI, Teaching Hours, Section A.

To the extent that it is allowed by law and mutually agreed upon, professional development may be used as student contact days/time. In the event that a day that was originally scheduled for professional development with anticipation of counting that day towards student contact time is not allowed to count, teachers will make that day up in a manner that does count without additional compensation.

F. Teaching load and schedule:

1. The normal weekly teacher load in the middle school and senior high school will include five (5) unassigned preparation periods equal in length to a classroom period. Each elementary teacher will be scheduled daily preparation time during the student day of at least 25 uninterrupted minutes and a weekly total that is at least as much as secondary teachers.

   The Administration will notify the Association of schedule changes. If schedules are changed, similar time ratios to the above shall be maintained.

2. A split class is a class that has more than one course title during the same period. A teacher may not be assigned a split class without that teacher's consent. A teacher who consents in a given year is not obligated to consent in future years.

3. Recognizing those management rights of the Board as stated Rights of the Board in Article II, the Board shall determine the daily teaching schedule. Said daily schedule shall not conflict with the assignment specifications outlined above.

4. School counselors shall not be assigned preparation periods. Counselors will be allowed one fifteen-minute break in the morning and one fifteen-minute break in the afternoon. The breaks cannot be accumulated, lengthen the lunch period or shorten the work day. Administration reserves the right to see the counselor(s) on an as needed basis. The students have the right to see the counselor(s) in a crisis.

5. If it is necessary for the district to establish virtual options for students, a teacher may be required to instruct a virtual class but will not be required to instruct a virtual class and a face to face class concurrently. If part of a teacher's student caseload is managing virtual students, they will be given adequate time during the school day to prepare for virtual instruction.

   Special education teachers who have virtual students on their caseload will be compensated for one (1) hour of homebound instruction per student per week the student is virtual in compensation for the extra work that is required to implement the requirements of the student's IEP in a virtual setting.

G. To the most extent possible and based upon known conditions, teachers who will be affected by position changes in the elementary grades and by changes in subject and assignments in the secondary grades will be consulted and notified by their principals of a tentative position by June 10. In the event of assignment changes during the summer, the Administration will make a reasonable effort to notify the affected teacher as soon as feasible after the change is known. Such changes will be voluntary to the extent feasible as determined by the Board.

H. The Administration agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they may call to report unavailability to work. Teachers shall call this number at least an hour and a half before the regular school day starts, except in an emergency. Once a teacher has reported his unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher.

I. Supervisors shall make themselves available to the teaching staff.

J. Complaints by parents or students directed toward a teacher shall be called to the teacher's attention within a reasonable time.

K. The following provisions will apply with regards to special education:

6. Affected teachers will be notified of accommodations, modifications and special medical needs concerning students in the classroom.

7. A substitute will be provided if required for any teacher participating in an IEP meeting.

8. Special education teachers will be allowed two days of release time in the months of September and October and one day of release time in each of the following months for the completion of required paperwork.
   a) Teachers shall have the option of receiving an amount equal to the daily certified substitute teacher rate in lieu of taking a release day.
   b) The Administration is allowed to adjust this provision based on the case load of the teacher.

9. If specialized training is necessary to fully implement the accommodations and modifications in an IEP, the District will provide appropriate training.

10. Bargaining unit members, except trained special education personnel or other medically trained personnel, shall not be required to provide ongoing, repetitive medical or hygienic services for the above-referenced special education students except in an emergency situation.

11. The special education case manager will chair IEP team meetings. An administrator will be present at IEP team meetings unless excused by the case manager.

L. In the event that any provision(s) of a school improvement plan (SIP) or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail. The Agreement shall not be altered or modified through the school improvement process, absent written mutual agreement through a properly executed letter of agreement between the Board and the Association.

The conditions which follow shall govern employee participation in any and all plans, programs, or projects included in the term "SIP":

12. Participation by the employee outside of required work hours is voluntary, pursuant to the provisions of Article VI, Section B.

13. School improvement and site-based activities may be scheduled during the normal school year and normal school day set forth in this Agreement. These activities shall be attended, unless the principal excuses a staff member.

M. The Board and Association recognize and accept the concept of participatory management systems that facilitate collaborative decision making on select issues, joint planning, and joint problem solving which focus ultimately on the goals of improving the quality and

delivery of educational service and the work environment.

N. The Board agrees to make available technology, duplicating equipment, and Internet/email access to aid teachers in the preparation of instructional material.

O. Administrative duties including but not exclusive of MSTEP Coordinator**,** testing accountability coordinator (TAC), and Child Study Meeting Chair are not part of the normal responsibilities of a bargaining unit member who is regularly assigned as a classroom teacher and will not be assigned as such. Teachers voluntarily performing administrative duties shall be granted appropriate release time to complete such duties.

ARTICLE VIII – Pupil Administration

A. It shall be the responsibility of the school district to periodically report to parents or guardians the progress of students. It shall be the responsibility of the Administration and teachers to set up a reporting program. Formal methods of reporting shall include (1) report card, and (2) report card and/or a conference. Informal methods of reporting shall include (1) notes, (2) phone calls and (3) email or other electronic communication.

   1. Organizing and establishment of the time schedule and the notification to the parents concerning conferences shall be the tasks of the Administration assisted by the teachers.

   2. Teachers are expected to record attendance and grades in the district's student management system in a timely manner. Appropriate timelines are to be established by the Administration.

B. The teacher shall not be responsible for obtaining records of a student from a previous school district.

C. No room with children present shall be left unsupervised. Each teacher is responsible to find a qualified adult to cover for him if they must leave the class.

D. In the event that the classroom teacher feels in need of help, the Administration may be called upon. Since the teacher's authority and effectiveness in their classroom is undermined when students discover that there is an insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

E. Teachers have an obligation to supervise, discipline, and take charge of pupils and all others using school equipment while under their assigned classes and/or activities.

ARTICLE IX – Miscellaneous Provisions

A. All new teachers in the system may have a mentor assigned to them at a time approximately one month after the commencement of their employment in the system.
   1. The selection of the mentor shall be on the mutual agreement of the probationary teacher, the principal, and the mentor. If possible, this assignment will continue until the probationary teacher receives tenure or one or the other of the teacher leaves the system.
   2. The building principal shall provide a description of the expectations and responsibilities of the mentor and mentee. The mentor may be present at any meetings between the probationary teacher and the Administration**.**

ARTICLE X – Teacher Evaluation

A. Beginning with the 2024-25 school year the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:

1. Specific performance goals mutually agreed upon to improve their effectiveness in the upcoming school year.

2. An evaluation of the teacher's job performance with timely and constructive feedback.

3. Clear approaches to measuring student growth with relevant data on student growth.

4. Multiple rating categories that account for student growth and assessment data or student learning objective metrics that have been negotiated with the Association.

5. The use of student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation determination.

    a. The student growth and assessment data or student learning objectives shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by the grade-level/department level teachers.

    b. The teacher and evaluator, shall be allowed to eliminate data attributable to students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data.

B. Process:

The negotiated Performance Evaluation System, "Post-observation Feedback Form", "Year-End Evaluation Reporting Form", and "Individual Development Plan (IDP) Form" are included in the evaluation platform.

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

    a. The observation shall be no less than thirty (30) minutes.

    b. Feedback will be given during the post-observation meeting between the administrator conducting the observation and the teacher. At the post-

observation meeting, the teacher will be provided written feedback on that observation.

c. There shall be at least two (2) classroom observations of a teacher in each school year the teacher is evaluated that are conducted at least 60 days apart. The first observation shall occur within the first semester.

d. All formal monitoring or observation of a teacher shall be conducted openly and with the full knowledge of the teacher.

e. There shall be no unscheduled formal observations.

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

    a. The year-end evaluation shall be completed at a meeting with the observing evaluator and the teacher no later than Memorial Day of each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed “effective” per the year-end evaluation determination.

2. Teachers who work less than 60 days in any school year, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year.

3. If a tenured teacher has been rated “highly effective” or “effective” for three (3) consecutive year-end evaluations, they shall be evaluated every other year thereafter. If the subsequent year-end rating is not “effective” on an evaluation following the second year, the teacher shall be evaluated annually until receiving an “effective” rating for an additional three (3) consecutive years.

4. In addition to the above procedures, teachers who are evaluated with an IDP (received a “minimally effective”, “ineffective” prior to July 1, 2024, or “needing support”, or “developing” rating thereafter, and/or 1st year teachers) shall be provided the following:

    a. specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.

    b. support to be provided by the district and the teacher to assist the teacher in meeting the goals of the IDP.

c. A mentor teacher that is informed of the conditions and requirements of the IDP to assist the mentee in the described performance goals of the IDP.

5. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

C. Rights of Tenured Teachers:

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

a. The teacher may request a review meeting of the evaluation and the rating to the District’s Superintendent. Such request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.

ARTICLE XI – Vacancies, Promotions, and Transfers

A. The Board declares its support of a policy of promotions from within its own staff, for promotions to supervisory and executive levels. Provided, however, the Board reserves the right to select whoever it determines to be the best qualified and most suited to be successful from within or outside the staff and such decision is within the Board's prerogative and final. Criteria for qualifications to supervisory and administrative positions shall be spelled out by the Board of Education.

Any teacher who shall be transferred to a supervisory or executive position and shall later return to teacher status shall be entitled to such rights as he/she had under this Agreement prior to such transfer. The teacher's seniority would be frozen at the level which he/she left the Association.

B. Seniority is defined as years of continuous service since the last date of hire as a certified employee of the Mio AuSable Schools and measured from the first day of services rendered. Leaves of absence without pay and periods on reduction in personnel shall not accumulate as seniority, but shall not operate as a break in continuous service. A list of teachers' first date of work shall be prepared and published no later than ninety (90) days from the first day of each school year. A seniority list will be maintained by the District and will be updated and redistributed as changes occur in staffing. A copy of the seniority list shall be provided to the Association.

ARTICLE XII – Reduction in Personnel and Recall Procedure

A. It is understood by the parties that a reduction in staff may be required in the event of a financial emergency, a significant reduction in student enrollment, or a significant reduction in funding. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the following procedures will be used:

1. Probationary certified teachers will be laid off first, provided there are adequately certified and qualified teachers to replace them as allowed by law.

2. If tenured teachers with the same certification need to be laid off, the teacher the Association and Administration will work together to determine layoffs. Teacher seniority will not be the only factor in determining layoffs.

B. After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most adequately qualified.

C. When the Board deems it necessary to layoff a teacher for the next school year, the Board shall notify said teacher by May 1 of the current school year.

D. The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the Board of any change in address.

E. Layoffs will occur based on current certification and qualifications. Any changes in those certifications or qualifications will not affect layoff or recall.

F. Definitions:

1. Certification – Adequately certified shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, licenses, with the Board.
2. The teacher shall provide written notice to the Board and Association of any change to their certificates, endorsements, or licenses after the original filing of same with the district. This shall include notice of any additional endorsements, certificates, or renewals, as well as expirations, revocations, and any limitations thereon.
3. Qualification – Teachers shall be considered qualified for positions for which they possess the appropriate adequate certification.

G. A teacher refusing an offer of recall to a position for which the teacher is adequately certified and most qualified and which is equivalent to the one from which he/she was laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall.

H. Teachers laid off shall have insurance benefits until the end of their contract.

I. Recovery of Unemployment - In the event an employee is laid off over the summer and receives unemployment compensation benefits and is then recalled by the beginning of the new school year, the pay received by the employee for the new school year shall be inclusive of the amount of the unemployment compensation benefits received over the summer.

ARTICLE XIII – Leave Days

A. PAID TIME OFF (PTO)
Teachers shall be credited with twelve (12) days of paid time off (PTO) at the beginning of the school year. PTO may be used for sick or personal leave. These twelve (12) days may accumulate to one hundred twenty (120) days. All teachers shall be notified of their accumulated days of PTO at the beginning of each school year. The following provisions shall apply:

1. Although PTO is awarded at the beginning of the year, teachers are considered to earn it at the rate of one leave day for each fifteen student days. If a teacher leaves employment with the district having used more PTO than earned, one day's pay will be deducted for each unearned day used from the final compensation owed to the employee.

2. Teachers are expected to leave lesson plans for any days that they are to be absent except in the case of an emergency. At the direction of the Administration, teachers will submit emergency lesson plans to have on file.

3. A teacher may not use more than three (3) consecutive school days of ~~p~~ PTO for personal/non-medical reasons.

    a. For an absence of three or more consecutive school days, teachers may be required to provide proof of the medical necessity for the absence.

    b. Medical necessity includes personal illness or accidental injury, including the period of personal disability and incapacitation due to pregnancy, childbirth, and recovery or complications therefrom as well as care for an immediate family member or member of the teacher's household. (see bereavement leave for definition of immediate family.)

    c. A teacher wishing to be absent more than three (3) consecutive school days for personal reasons may use three (3) days of PTO and must apply for unpaid leave for the remainder of the absence.

4. The following requirements and procedures shall apply to all teachers:

    a. All teachers aware of an impending period of physical disability or illness shall notify the Administration of such as soon as possible. Said notification is to be accompanied by a statement from the attending physician giving the anticipated date of disability or illness. Said notification shall be filed with the Superintendent of Schools.

    b. The teacher may be required to furnish medical certification of continued ability to perform the duties of employment once a month following initial notification.

    c. To receive PTO, the teacher must perform all duties until physically disabled and return to service as soon as physically able to perform all duties.

    d. In cases of extended illness or disability, chronic illness or disability, or mass

absence of the teaching staff, the teacher may be required to have a physician's certification verifying the physical illness or disability which prevents performance of teaching duties.

5. Provided the teacher has used all their available PTO, a teacher may borrow up to four (4) days from his anticipated PTO but shall reimburse the district from the next year's PTO credit. If the teacher separates employment, the loan remains due and payable and the district reserves the right to withhold the balance due from the teachers remaining pay check.

B. **Bereavement Leave**

1. Each year three (3) days leave shall be granted for attending funerals other than those for immediate family members.
2. The employee shall be granted a maximum of three (3) days paid leave per death in immediate family.
3. Additional days, as needed, shall be charged against the teacher's accumulated PTO.

For purpose of this article, immediate family shall be defined as:

1. Husband, wife, children, any member (including foster children) of the same home, grandchildren,

2. Father, spouse's father, mother, spouse's mother, step-mother, step-father, foster parents, grandparents, and spouse's grandparents.

3. Sisters, brothers, step-sisters, step-brothers, aunt, uncle, nephew niece, brother-in-law and sister-in-law.

C. **Judicial Leave**

Any teacher called for jury duty or who is supposed to testify during school hours in any judicial matter, shall be paid the difference between his/her regular salary and any pay received by the teacher for said duty. However, this shall not apply to any type of hearing involving a claim brought by the teacher or by the Association against the District when the teacher is testifying against the District.

D. **Association Leave:**

1. Each school year, the Association shall be granted eleven (11) Association Days by the District. These days are to be used by any Association member at the discretion of the Association President for Association business. The Association and the Board will work together to schedule days so that substitute teachers are available.

2. If more than eleven (11) days are needed by the Association, such days will be granted with the cost of the substitute teacher being reimbursed to the District by the Association.

E. **School Business Leave**

1. Teachers who attend conferences, conduct business on behalf of the school,

chaperone students from a group sponsored by that teacher or another teacher, or who are engaged in an activity deemed to be equivalent in importance to executing their daily assignment shall be authorized to schedule such leave as "school business" so long as any of the foregoing reasons for leave are granted prior approval by the Superintendent. In such cases, personal business leave shall not be charged.

2. All "school business" leaves (conferences, school visitations, field trips, or other approved activity) shall be voluntary on the part of the teacher, regardless of whether such leave is teacher-initiated or via administrator request. However, if it is during the regular school day and required by the Administration, it will be mandatory, rather than voluntary, on the part of the teacher. Such "school business" leave is subject to prior administrative approval. Attendance by the teacher at an activity defined as "school business" shall not waive that teacher's responsibility or obligation to make up any student instruction days or teacher workdays cancelled at the time of said leave due to an Act of God in the District.

F. **Unpaid Leave**

A teacher who must be absent but not able to use PTO may request unpaid leave to be granted at the discretion of the Superintendent. Requests for unpaid leave must be approved prior to the leave.

1. The salary of a teacher on unpaid leave will be reduced by an amount equal to the proportional amount of one day's salary and longevity under the current year's calendar. Furthermore, for unpaid leave in excess of five days, the teacher will be expected to compensate the district 5% of the district's monthly portion of the teacher's insurance benefit per unpaid day, except when doing so would be a violation of the family medical leave act.

2. In consideration of the granting of unpaid leave, the Superintendent may take into account the cause for the requested absence, the availability of substitute teachers, the causes for other absences that resulted in the lack of accrued PTO, the frequency of use of unpaid leave and other factors deemed relevant by the superintendent.

G. **Absent Without Leave**

An employee who is absent and not eligible for paid or unpaid leave as described in this article is absent without leave. The Association and the Board mutually agree that an employee being absent without leave is unacceptable.

ARTICLE XIV – Leaves of Absence

A. Teachers may submit requests for leaves of absence of up to one (1) year, without pay, to the Board for consideration. The requests shall be in writing on the application provided by the Board and contain a full explanation of the reasons for the desired leave of absence. The application shall be submitted to the Superintendent for recommendation to the Board. The Board shall consider the request and provide an answer granting or denying the leave of absence as requested. The Board may indicate an alternative arrangement for leave of absence in its answer, which the teacher may accept by submission of an amendment to the original application.

B. Upon the submission of a request by a teacher, the Board shall grant a leave of absence for the reasons and under the conditions as follows:

1. A military leave of absence shall be granted to any teacher who is drafted into any branch of the armed forces of the United States or is in the National Guard or Reserves and is called up for active duty. The return rights of veterans will be consistent with the requirements of federal law.

2. A leave of absence of up to one (1) year's duration shall be granted to any teacher for the purpose of caring for a member of the immediate family, as defined in Article XIII, Leave Days, who is critically ill or disabled.

3. A leave of absence shall be granted to a teacher who is medically certified as physically unable to perform the duties of employment due to a personal illness or disability and who has exhausted all accumulated leave days for the duration of the illness or disability, but not to exceed one (1) year.

4. A childcare or adoptive leave of absence shall be granted to a teacher for the purpose of care of the teacher's newborn infant or newly-adopted child for a duration of up to one (1) year.

5. It is understood that any bargaining unit member eligible for leave under the guidelines of the Family/Medical Leave Act may exercise those rights upon application to the Board's designee.

   The employee shall have the option to exhaust accrued paid sick leave and/or personal leave concurrent with FMLA usage. The remainder of any unpaid leave time beyond the leave days accrued by the employee, up to twelve weeks**,** will be considered unpaid FMLA leave.

6. There will be no extensions of leaves under Section A or Sections B 2-4 above.

C. All leaves in Sections A and B in this Article shall be subject to the following conditions:

1. All leaves of absence may be extended up to the one (1) year limit upon request by the teacher and approval by the Board of Education.

2. A teacher upon expiration of leave shall be assigned to a position for which he/she is certified and qualified, provided such a position exists and such return is required

under the Family Medical and Leave Act, Veterans Rights Act or other statutes.

3. Upon return from leave, the teacher shall be placed at the same position on the salary schedule to which the teacher was entitled at the effective date of the leave.

4. Except in emergencies which preclude such notice, the Board shall be provided notice of request for leave sixty (60) days in advance.

5. Prior to returning from leave, the Board may require a physician's statement regarding the teacher's physical fitness for employment if the leave of absence was for a personal medical reason.

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

ARTICLE XV – Grievance Procedure

A. A grievance shall be an alleged violation of the expressed terms of this Agreement.

B. Any teacher or the Association may file a written grievance on an alleged violation of this Agreement. The Board hereby designates as its representative for receipt of the grievance the building principals of the respective schools. By mutual consent of the parties, the grievance may be filed directly with the Superintendent.

C. The term "days" as used herein shall mean days in which school is in session, provided that during the summer recess period "days" shall be weekdays except legal holidays. Any time limit may be extended by mutual agreement in writing.

D. Written grievances must be filed within twenty (20) days from the occurrence of the event which gave rise to the grievance. If feasible, the teacher shall first discuss the alleged grievance with the building principal either personally or accompanied by an Association representative prior to reducing the grievance to writing.

E. Written grievances as required herein shall be recorded on the Grievance Form attached to this agreement as Appendix D and contain the following:

1. It shall be signed by the grievant or grievants.
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. It shall cite the section and/or subsections of the contract alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

F. Within five (5) days of receipt of the grievance, the building principal shall meet with the grievant in an effort to resolve the grievance. If the parties cannot agree, the building principal shall issue a decision within ten (10) days of receipt of the grievance. If the grievant is not satisfied with the disposition, the grievant shall within five (5) days of receipt of the disposition transmit the grievance to the Superintendent who shall have ten (10) days thereafter to approve or disapprove the grievance.

If the grievance is filed directly with the Superintendent, he shall have ten (10) days from receipt to meet with the grievant in an effort to resolve the grievance and approve or disapprove it. If the grievance shall be denied by the Superintendent, the grievance may be appealed within ten (10) days to the secretary of the Board, with a statement of reasons why it is being appealed.

G. The secretary shall transmit the grievance to the Board at the next regularly scheduled Board meeting. (Provided the grievance was received five (5) days prior to the regular Board meeting). Within twenty-five (25) days from the consideration of the grievance, the Board shall render its decision in writing. Upon request of either party, the grievance shall be considered at a hearing before the Board.

In no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than one month after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the appropriate principal, the grievant(s), and the secretary of the Association.

H. A teacher or the Association may withdraw a grievance at any time and this shall cease the processing of the grievance.

I. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within the period above provided, the grievance may be submitted within twenty (20) days of the Board disposition to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within ten (10) days from the notification date that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. Only the Association, and not an individual grievant, may appeal to arbitration.

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

K. The arbitrator shall render a decision only on the grievance.

L. Limitations of Arbitrator:

1. The arbitrator shall have no power to change any practice, policy, or rule of the Board which is not inconsistent with the terms of this Agreement or to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board.

2. The power of the arbitrator shall be limited to deciding whether the Employer has violated the express articles or sections of this Agreement and issuing appropriate remedies.

3. The arbitrator shall have no power to rule upon any issue involving:

   a. The termination or failure to re-employ any teacher to an extra duty position.

   b. Any matter for which the teacher has elected to pursue relief from an administrative agency specified in state or federal law as the procedure for review or resolution, such as, but not limited to, the Michigan Tenure Commission and the Michigan Civil Rights Commission.

M. A grievance filed during the term of the Agreement may be processed until resolution even though the Agreement may have expired.

ARTICLE XVI – Teacher Compensation

A. Salary compensation for teachers is set forth in Appendix A, which is attached to and incorporated into this Agreement. Any credit for prior teaching or relevant work experience shall be determined by the Superintendent. Other conditions pertaining to placement on the various salary schedule columns are detailed in Appendix A.

1. Payday schedules shall be constructed so as to avoid payment to teachers for a specific school year prior to actual rendering of teaching services in that specific year; the first payday shall be on or after the established Teachers' First Day in the school calendar.

2. All payrolls shall be computer-generated per the regular payroll process and may be limited to electronic payment in accordance with the law. There shall be no hand-issued paychecks for extra-duty pay; rather, such extra-duty pay will be included in the teacher's regular computer-generated bi-weekly pay. It is the teacher's responsibility to confer with the business office relative to payment date(s) in sufficient time to allow for regular payroll processing.

B. Salary compensation for teachers engaged in extra-curricular activities is set forth in Appendix B, which is attached to and incorporated into this Agreement.

C. A stipend of $2250 shall be awarded to a staff member who formally retires or resigns by March 15 with the resignation or notice of retirement being effective at the end of that current school year.

D. A teacher who retires from teaching in accordance with the requirements of the Michigan Public School Employees Retirement System and has ten (10) or more consecutive years of service in the Mio AuSable Schools shall receive as a termination payment an amount equal to the number of PTO days accumulated multiplied by 0.15% of the BA base salary**.** The teacher will receive the payment in one lump sum.

Leaves of absence without pay and periods on reduction in personnel shall not count as years of consecutive service but shall not operate as a break in consecutive years of service.

Payment under this provision will not be made unless:

1. The teacher provides a letter of resignation indicating the teacher's will be retiring under the provisions of the Michigan Public School Employee's Retirement System.

2. Within ninety (90) calendar days of the teachers last day of work, the district receives notification of the teacher's retirement from ORS, or the teacher provides a copy of a document showing receipt of the teacher's first retirement check to the Business Office. The last day of work for any eligible teacher who is on an unpaid leave of absence or is laid off and is eligible for recall, will be thirty (30) days from the submission of the teacher's letter of resignation referenced in Section 1 above.

E. The District shall pay teachers who use their personal vehicle on authorized school business the current mileage rate that is paid to all other school employees for school business.

F. Payment to a teacher or teachers for major repair work to school-owned equipment shall require prior administrative approval on a per project basis (shop equipment).

G. The Board may, with prior approval by the Administration, reimburse expenses to a limit set by the Administration for continued in-service training of an EMT certified teacher/instructor, with the understanding that said reimbursement would be reduced by an amount equivalent to reimbursement from other sources.

H. Teacher's performing extra duties will be compensated according to the following:

1. Teachers performing the duties of detention supervisor, after-school tutoring in a District established program, homebound instruction, in-staff substituting, or serving a district-wide school improvement committee/ K-12 Curriculum Council shall be paid an hourly rate of 0.08% of the BA Base.

2. Teachers supervising recess will be compensated at the rate of 0.0375% of the BA base salary per recess worked.

3. Teachers performing lunch-time supervision duties shall be paid 0.025% of the BA Base per noontime worked.

4. Extra duties that occur during the school day, such as in staff subbing, lunch room duty and recess duty will be filled by volunteers first. However, if sufficient volunteers are not available, the Administration may assign teachers as needed. the Administration will assign teachers on a rotational basis and this assignment shall not be deemed in conflict with any conference/preparation time provisions in this agreement.

5. Compensation for duties during the school day is contingent on the teacher not receiving conference/lunch time specified in the contract. For example: if a teacher performs lunch duty but is otherwise allotted a 35-minute duty-free lunch, then no additional compensation will be received.

I. A teacher who is assigned to an advanced placement science class for the full year that requires lab classes outside of the regular teacher work day, will be paid an additional 4.2% of the BA base salary.

J. Teachers teaching summer school shall be paid an hourly rate of 0.08% of the BA base per hour.

K. Upon completion of a class with at least a "B" average, tuition shall be reimbursed based on the following levels:

1. Teachers with a Provisional Certificate, working on classes that are part of their planned program will be reimbursed up to 2% of the BA Base per fiscal year.

2. Other teachers shall be reimbursed at a rate of 33% of tuition costs, not to exceed 6 credits in a five fiscal year period.

The class must be prior approved by the Superintendent or the class must be of a nature that will contribute to the development of knowledge and skills related to the teacher's assignment or possible future assignment. All online classes must be from

an accredited university or prior approved by the Superintendent. It is the teacher's responsibility to file the necessary documentation to verify completion of the requirements and receipt of graduate credit prior to reimbursement.

L. When class sizes or caseloads are in excess of the levels described in ARTICLE VII, teaching conditions, on the official state count dates each semester, teachers shall be compensated as follows:

1. Secondary teachers will be compensated at the rate of 0.55% B Base per student per class each semester when enrollment is in excess.

2. An elementary teacher shall be compensated at the rate of 3.3% BA Base per student per semester where enrollment is in excess.

3. For any students in the caseload of a special education teacher or speech pathologist who are above the recommendations of the COOR ISD plan, the special education teacher will be compensated at a rate of 0.30% of BA base.

4. Teachers with an overload on the above dates will submit the student counts to the Business Office in writing. Payments will be issued within two (2) payroll periods following receipt and verification of the student counts.

M. A teacher who chooses to accept a class in lieu of having a scheduled preparation period shall be compensated an additional $4300 per semester.

N. A prep is a class with a unique course title. Classes with the same title may have multiple sections and are not considered separate preps. A teacher who is assigned to teach more than four (4) preps will be compensated at the rate of 2.4% of the BA base salary per semester per extra prep.

Classes such as academic support or supervision of teacher's assistants or apprentices are not considered preps for the purpose of deciding the total number of preps.

Classes such as elementary art, elementary music and elementary PE will be not be considered separate preps. However, the Administration will make a reasonable attempt to schedule elementary classes with similar expectations sequentially.

O. A teacher may be compensated under multiple sections at the same time. For example: A teacher who accepts a fifth prep during their preparation period will receive an additional $4300 an additional 2.4% of the BA base each semester.

P. At the end of each school year, teachers shall have the option to exchange unused PTO days in excess of the 90 accumulated days at the rate of 0.15% of the BA base salary for deposit into a MEA Financial Services tax deferred annuity or 403b programs with District-approved vendors. Vendors will not be removed from the District-approved vendor list as long as they meet the necessary legal requirements.

The employee's eligibility for this compensation is on the condition that the employee has established a qualified 403b account by June 1 of the year in which the compensation is earned.

Q. Mentor teachers shall be compensated at the rate of 1% of the BA base per year.

R. School improvement chair shall be compensated at the rate of 4.1% of the BA base per year.

S. All compensation shall cease when the teacher is temporarily removed from payroll or the employment status of the teacher permanently ends. The teacher shall be paid all compensation which has been earned up to the date of the change in status.

T. At the beginning of each new school year, all bargaining unit members shall advance a minimum of one step on the salary schedule. Horizontal movement will continue to occur.

U. The following table is meant to summarize this article. if any value is found to be in conflict with the above text, then the above text shall take precedent.

DUTY	SEC	PERCENT BA	2024-2025	2025-2026	2026-2027
Detention/After School Tutoring/In Staff Subbing/ Homebound Instruction/District-wide school improvement committee/K-12 Curriculum Council	H(1)	0.08%/HR	$34.58	$35.27	$35.98
Recess Duty	H(2)	0.0375%/Recess	$16.21	$16.53	$16.86
Lunch Duty	H(3)	0.025%/Lunch	$10.81	$11.02	$11.24
AP Courses	I	4.2%/year	$1815.53	$1851.82	$1888.87
Summer School	J	0.08%/hr	$34.58	$35.27	$35.98
HS Class Overage	M	0.55%/ppl/class/sem	$237.74	$242.50	$247.35
EL Class Overage	M	3.3%/ppl/semester	$1426.49	$1455	$1484.11
Class in lieu of Prep	N	$4300 /Semester	$4300	$4300	$4300
HS More than 4 preps	O	2.4% /semester	$1037.45	$1058.18	$1079.35
Leave Days > 90	Q	0.15%/Day	$64.84	$66.14	$67.46
Mentor Teacher	R	1%/year	$432.27	$440.91	$449.73
School Imp Chair	S	4.1%/year	$1772.31	$1807.73	$1843.89

ARTICLE XVII – Insurance Provisions

A. The Board shall, for the duration of this Agreement, provide the following MESSA PAK insurance coverage with teachers selecting either Plan A, Plan B, Plan C, Plan D or Plan E as outlined below. Part-time teachers who are scheduled to work at least half time, will receive a prorated portion of the contribution of the cost of Plan A or fully paid Plan B and a prorated portion of the cost and annuity contribution under Plan B.

B. If a successor agreement has not been ratified by the expiration, insurance premium increases shall not be the sole responsibility of the member.

PLAN A – includes health insurance

- Health Choices II with Saver RX,
  - $20/$25/$50 Office Visit
  - $500/$1,000 annual in-network deductible and $1,000/$2,000 annual out-of-network deductible
  - Adult Immunization Rider
- Long Term Disability, 66 2/3%, $4,000 maximum
  - 90 calendar days – modified fill
  - Freeze on Offsets
  - Alcoholism/drug addiction 2 years
  - Mental/nervous 2 years
- Delta Dental 100/80/80:$1,000 - 80:$1,000
- Negotiated Life - $45,000 AD&D
- Vision: -VSP II Silver

PLAN C – includes health insurance

- Health ABC Plan 1 with ABC RX
  - N/A Office Visit
  - $1,350/$2,700 annual in-network deductible $2,700/$5,400 annual out-of-network deductible
  - Adult Immunization Rider
- Long Term Disability, 66 2/3%, $4,000 maximum
  - 90 calendar days – modified fill
  - Freeze on Offsets
  - Alcoholism/drug addiction 2 years
  - Mental/nervous 2 years
- Delta Dental 100/80/80:$1,000 - 80:$1,000
- Negotiated Life - $45,000 AD&D
- Vision: -VSP II Silver

The new MESSA Balance Plus plan will be offered to employees as a replacement to Plan D.

PLAN E – includes health insurance

- Health ABC Plan 1 with ABC RX
  - N/A Office Visit
  - $1,350/$2,700 annual in-network deductible $2,700/$5,400 annual out-of-network deductible
  - Adult Immunization Rider
- Long Term Disability, 66 2/3%, $4,000 maximum
  - 90 calendar days – modified fill
  - Freeze on Offsets
  - Alcoholism/drug addiction 2 years
  - Mental/nervous 2 years
- Delta Dental 100/80/80:$1,000 - 80:$1,000
- Negotiated Life - $45,000 AD&D
- Vision: -VSP II Silver

C. The following provisions shall apply to insurance benefits

1. Insurance hard caps adjusted annually to the state maximum allowance on January 1 of each year.

2. It is understood in the implementation of this Article, that both employee and spouse and employee and child will be considered as two-party enrollees.

3. For those teachers electing the health savings account plan (HSA - ABC), if the cost of the plan is less than the above figures, the remaining portion up to the above limit will be placed into the teacher's savings account each month.

4. Any amounts in excess of the District's contributions will be payroll deducted as a condition of this Agreement. To the extent afforded by the Internal Revenue Service Rules and Regulations, the District's Section 125 plan documents will contain a provision affording for the payment of out-of-pocket withholdings with pre-tax dollars.

5. Teachers not electing health insurance shall receive Plan B of the MESSA PAK which shall include the following benefits:

   PLAN B – For employees not needing health insurance

   - Delta Dental Auto+ 008 (100/90/90:$1,500) 90:$1,500
   - Vision VSP III Plus Platinum
   - Negotiated Life $50,000 AD&D
   - Long Term Disability 66 2/3%, Same as above

   The Employee may choose either an annuity or payroll in lieu of medical insurance.

   - Annuity: The Employer shall provide $2750 to the teacher selecting Plan B to be

spent on any MESSA programs, MEA Financial Services programs, or 403b programs with District-approved vendors.

The employee's eligibility for this compensation is on the condition that the employee has established a qualified 403b account by June 1 of the year in which the compensation is earned.

Payroll: The employer shall provide $2750 to the teacher selecting Plan B as either a lump sum payment in the first regular payroll check after June 1 of the year in which the compensation is earned or this amount can be dispersed evenly in the employee's regular payroll checks over the course of the year.

During the term of this Agreement, the Association may request to change the teacher medical plan options to reduce teacher out of pocket monthly payroll withholdings subject to the following conditions:

1. The proposed plans must be fully insured (i.e. no self-funding, etc.) and have a standard subscriber rate structure (i.e. no illustrative rates or redistribution of the limits in Section 3 of Public Act 152 of 2011).

2. The plans must meet the standards under the Affordable Care Act.

3. Any such request will be accompanied by the Benefits-at-a-Glance for the new plan(s), the quoted rates and the census used in requesting the rates.

4. If the request meets the conditions set forth above and the quotes do not create a condition where there would be added cost to the district in any fashion (i.e. the change would create added cost by eliminating the MESSA Pak discount; negatively impact rates for those outside of the bargaining unit; add startup costs for any new plan; etc.).

5. The plan(s) will be changed after fulfilling any requirements to terminate the current plan with MESSA.

D. Double Coverage: Employees receiving generally comparable health coverage through a spouse, shall not be eligible for health insurance coverage provided by the District. There shall be no double coverage in health insurance.

E. Termination of Benefits: Contributions toward insurance benefits will be processed in accordance with the following provisions:

1. Except as set forth in Subsection 1, benefit contributions shall commence the first day of the month after the first day worked for newly hired employees, those being recalled or who are returning from an unpaid leave where benefits are not required to be extended under the Family Medical and Leave Act. Where the first teacher work day of the year is after September 1, benefit contributions will begin September 1.

2. For those employees who are laid off, who are retiring or are resigning after having completed the entire work year, benefits contributions will continue through the end of August.

3. For those employees who are going on unpaid leave of absence where benefits were not continued under the Family Medical and Leave Act, for employees being laid off during the year, employees resigning and for employees retiring during the course of the work year, benefit contributions will continue through the end of the month in which the last day of work transpired.

4. For those employees who are terminated, benefits will cease on the last day of the month in which the termination occurs.

F. To the extent afforded by law, the teacher may elect to be maintained as a member of the employee group for purposes of the teacher continuing health insurance coverage at the group premium rate under COBRA, subject to the permission of the health insurance carrier. The teacher shall submit the required payment to the school district in advance of the District's scheduled payment date to the insurance carrier.

ARTICLE XVIII – Duration of Agreement

A. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices whether oral or written and expresses all obligations imposed upon the Board and the Association. This Agreement is subject to amendment, alteration, or additions only by a subsequent written Agreement between and executed by the Board and the Association. The waiver of any breach, term, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

B. If any specific provision of the Agreement or any specific application of this Agreement to any employee or group of employees shall be found contrary to law, then such specific provision or specific application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect.

C. 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 teacher contracts heretofore in effect. All individual teacher contracts shall be made expressly subject to the terms of this Agreement.

D. This Agreement shall become effective upon ratification by a majority of the Board and by the Association or July 1, 2024, whichever comes later and shall continue in effect through June 30, 2027 at which time it will terminate. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

   At the request of either party, negotiations will commence by May 1 of the year the contract expires.

E. Copies of this Agreement shall be available on the district web site. The Association may run copies on the district copy machines without cost to the Association.

F. This Agreement was fully ratified by the Association on June 20, 2024 and by the Board on June 24, 2024.

G. Signature Page

NORTHERN MICHIGAN EDUCATION ASSOCIATION

DocuSigned by:

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Nathan Fleshman
NMEA President

Tim McFalda 6-25-2024
MAEA President

Brent King, Chief Bargainer
Michelle Marsh, Bargaining Team
Lacy Sposato, Bargaining Team
Alesha Welch, Bargaining Team
Elizabeth Kachiros, Bargaining Team

Mio AuSable School District Board of Education

Todd Wyckoff 6-24-24
Board of Education President

6/25/24
Marvin O. Taylor
Mio AuSable Superintendent

Allison Long, Vice-President
Richard Hoffman, Treasurer
Kathi Mitchell, Secretary
Linda Whaley, Trustee
Penny Irelan, Trustee
Darryl Harless, Trustee

APPENDIX A – Salary Schedule

The salary schedule for the 2024-2025 school year is determined by increasing each step by $2800 plus increasing each step by 4% after the $2800 increase. Salary scheduled for the 2025-2026 and 2026-2027 school years represent a 2% increase over the previous year.

2024-2025

BA	PROF/CONT./BA+15	MA/BA +30	MA +10
$ 43,227	$ 45,879	$ 48,531	$ 49,338
$ 45,422	$ 48,045	$ 50,648	$ 51,451
$ 47,617	$ 50,211	$ 52,765	$ 53,563
$ 49,813	$ 52,378	$ 54,883	$ 55,676
$ 52,008	$ 54,544	$ 57,000	$ 57,790
$ 54,204	$ 56,710	$ 59,118	$ 59,903
$ 56,399	$ 58,876	$ 61,235	$ 62,016
$ 58,595	$ 61,044	$ 63,353	$ 64,130
$ 60,790	$ 63,210	$ 65,470	$ 66,243
$ 62,986	$ 65,376	$ 67,588	$ 68,356
$ 65,181	$ 67,543	$ 69,705	$ 70,469

Longevity = $500 / year after Step 11

2025-2026

BA	PROF/CONT./BA+15	MA/BA +30	MA +10
$ 44,091	$ 46,796	$ 49,501	$ 50,324
$ 46,330	$ 49,006	$ 51,661	$ 52,480
$ 48,570	$ 51,215	$ 53,821	$ 54,634
$ 50,809	$ 53,425	$ 55,981	$ 56,790
$ 53,048	$ 55,635	$ 58,140	$ 58,945
$ 55,288	$ 57,844	$ 60,300	$ 61,101
$ 57,527	$ 60,054	$ 62,460	$ 63,257
$ 59,767	$ 62,265	$ 64,620	$ 65,412
$ 62,006	$ 64,474	$ 66,779	$ 67,568
$ 64,245	$ 66,684	$ 68,939	$ 69,723
$ 66,485	$ 68,894	$ 71,099	$ 71,879

Longevity = $500 / year after Step 11

2026-2027

BA	PROF/CONT./BA+15	MA/BA +30	MA +10
$ 44,973	$ 47,732	$ 50,491	$ 51,331
$ 47,257	$ 49,986	$ 52,694	$ 53,529
$ 49,541	$ 52,240	$ 54,897	$ 55,727
$ 51,825	$ 54,494	$ 57,100	$ 57,926
$ 54,109	$ 56,747	$ 59,303	$ 60,124
$ 56,394	$ 59,001	$ 61,506	$ 62,323
$ 58,678	$ 61,255	$ 63,709	$ 64,522
$ 60,962	$ 63,510	$ 65,912	$ 66,720
$ 63,246	$ 65,764	$ 68,115	$ 68,919
$ 65,530	$ 68,018	$ 70,318	$ 71,118
$ 67,814	$ 70,272	$ 72,521	$ 73,316

Longevity = $500 / year after Step 11

Notes:

1) A teacher may move to the MA/BA+30 column by fulfilling any one of the criteria below:
   a) Earning a master's degree from an HLC/NCA accredited institution
   b) With the Superintendent's prior approval completing 30 semester hours of graduate course work beyond the BA. These courses must be level "500" courses or above. With the Superintendent's prior approval, an exception may be made for up to six semester hours of undergraduate courses below the "500" level.
   c) With the Superintendent's prior approval completing 30 semester hours of course work beyond the BA, where at least 10 hours are graduate level courses ("500" level or above) and up to 20 semester hours may be undergraduate courses if they are required to earn another minor beyond the BA and allow the teacher to be certified/highly qualified in another subject area.
2) A teacher may move to the MA+10 column by fulfilling either one of the criteria below:
   a) Completing at least 10 semesters hours of graduate course work beyond the MA. These courses must be level "500" courses or above.
   b) With the Superintendent's prior approval, earning at least 250 SCECH's beyond the MA. The 250 SCECH's must be above and beyond what is normally earned by participating in district provided professional development. It is the responsibility of the teacher to provide documentation of SCECH's earned.

APPENDIX B – Co-Curricular Schedule

A. A contract will be issued each year for each co-curricular assignment. There will be no tenure in any co-curricular position.

B. Determination of whether to fill the various positions and appointments to all approved positions shall be the sole responsibility and authority of the Administration.

C. Additions to or changes in the listed positions may be the subject of discussion between the Board and the Association. Any agreement on the additions or changes is subject to approval by the Board and the Association and, upon approval, shall be conveyed in a "Letter of Understanding" attached to the current Agreement. The Agreement itself shall not be subject to opening or re-negotiations during the life of said Agreement. Any new activities must demonstrate significantly to the Board a major contribution to the school, students, and community.

D. Job descriptions for each position listed in Appendix B shall be developed by the athletic director (for athletic positions) and the principals for all other positions during 1990-91. All such job descriptions shall be subject to approval by the Superintendent. No new position will be considered without there first being a job description.

Schedule B Assignments

1. Beginning in the 2024-2025 school year, all Schedule B salaries will be processed through payroll.

2. Game managers will be paid at a rate of $20.00/hour beginning the 2024-2025 school year.

VARSITY FOOTBALL COACH	1,700		7TH GRADE GIRLS BB HEAD COACH	1100
AST VARSITY FOOTBALL COACH	1000		7TH GRADE GIRLS BB AST COACH	460
JV FOOTBALL COACH	1400		8TH GRADE GIRLS BB HEAD COACH	1100
AST JV FOOTBALL COACH	700		8TH GRADE GIRLS BB AST COACH	460
VARSITY VOLLEYBALL COACH	1,700		7TH GRADE BOYS BB HEAD COACH	1100
AST VARSITY VOLLEYBALL COACH	1000		7TH GRADE BOYS BB AST COACH	460
JV VOLLEYBALL COACH	1400		8TH GRADE BOYS BB HEAD COACH	1100
AST JV VOLLEYBALL COACH	700		8TH GRADE BOYS BB AST COACH	460
VARSITY GIRLS BB COACH	1,700		MS WRESTLING HEAD COACH	1100
AST VARSITY GIRLS BB COACH	1000		MS AST WRESTLING COACH	460
JV GIRLS BB COACH	1400		MS TRACK HEAD COACH	1100
AST JV GIRLS BB COACH	700		MS AST TRACK COACH	460
VARSITY BOYS BB COACH	1,700		MS VOLLEYBALL HEAD COACH	1100
AST VARSITY BOYS BB COACH	1000		MS ASST VOLLEYBALL COACH	460
JV BOYS BB COACH	1400			
AST JV BOYS BB COACH	700			
VARSITY WRESTLING COACH	1,700		FOOTBALL CHEER HEAD COACH	1220
AST VARSITY WRESTLING COACH	1000		FOOTBALL CHEER AST COACH	460
JV WRESTLING COACH	1400		BASKETBALL CHEER HEAD COACH	1220
AST JV WRESTLING COACH	700		BASKETBALL CHEER AST COACH	460
VARSITY SOFTBALL COACH	1,700		STUDENT SENATE	700
AST VARSITY SOFTBALL COACH	1000		NATIONAL HONOR SOCIETY	700
JV SOFTBALL COACH	1400		HS DRAMA (EA PLAY)	460
AST JV SOFTBALL COACH	700		MS DRAMA (EA PLAY)	460
VARSITY BASEBALL COACH	1,700		HS YEARBOOK (payment only made if Yearbook is not a class)	1100
AST VARSITY BASEBALL COACH	1000		MS YEARBOOK (payment only made if Yearbook is not a class)	700
JV BASEBALL COACH	1400		KNOWLEDGE BOWL	700
AST JV BASEBALL COACH	700		YIG	460
VARSITY TRACK COACH	1,700		ELEM BB BOYS/Girls (Each)	460
AST VARSITY TRACK COACH	1000		TRIP CLUB	700

JV TRACK COACH	1000		JR CLASS ADVISOR	700
AST JV TRACK COACH	700		SR CLASS ADVISOR	700
MS CHEER HEAD COACH	700		NATIONAL JR HONOR SOCIETY	700
MS CHEER ASST COACH	460		ELEMENTARY VB	460
MS FOOTBALL HEAD COACH	700		ROBOTICS CLUB (payment is only made if no grant coaching stipend is provided from an outside source)	700
MS FOOTBALL ASST COACH	360			

APPENDIX C - Calendars

Mio AuSable Schools | 2024-2025 CALENDAR

Instructional days - 0

July '24

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

22 – teacher PD day (Instructional day)
23 – no school
26 – student's first day
- ½ day dismissal
- ½ workday
30 – no school
Instructional days - 5

AUGUST '24

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

2 – Labor Day, no School
13 - no students, teacher PD (Instructional day)

Instructional Days -20

SEPTEMBER '24

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

10 – ½ day dismissal
- Parent/Teacher Conf.

11 – ½ day dismissal
- ½ day for teachers

Oct. 11-end of first marking period

Instructional Days - 23

OCTOBER '24

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

1 – No students, teacher PD (Instructional day)
15 – No School
28 – No School (T-Giving)
29 – No School (T-Giving)

Instructional Days - 18

NOVEMBER '24

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

23-31 – Winter Break

Instructional Days - 15

DECEMBER '24

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

1-3 – Winter Break
16 – Noon Dismissal
- ½ teacher workday

17 – noon dismissal
- 1/2/ teacher workday
- end of first semester

Instructional Days - 20

JANUARY '25

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

14 – Teacher PD Day (noninstructional day)
17 – no school
27 – noon dismissal
- Parent/Teacher Conf.

28 – noon dismissal for all

Instructional Days - 18

FEBRUARY '25

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

21-31 – Spring Break

March 20-end of third marking period

Instructional Days - 14

MARCH '25

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

18 – Good Friday, No School

Instructional Days - 22

APRIL '25

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

23 – Teacher PD (noninstructional day)
26 – Memorial Day, no school

Instructional Days - 20

MAY '25

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

4 – noon dismissal
- ½ teacher workday

5 – noon dismissal
- ½ teacher workday

6 – noon dismissal
- last day of school
- ½ teacher workday
- end of second semester

Instructional Days - 5

JUNE '25

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

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Mio AuSable Schools | 2025-2026 CALENDAR

4 Independence Day

JULY '25

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

21 – teacher PD
(instructional day)
22 – no school
25 – student's first day
- half day dismissal
- ½ workday
29 – no school

Instructional days - 5

AUGUST '25

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

1 - Labor Day, no school
12 – no students, teacher PD
(instructional day)

Instructional days - 21

SEPTEMBER '25

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

9 - 1/2 day dismissal
- Parent/Teacher Conf.
10 - ½ day dismissal
- ½ day for teachers
31 – no students, Teacher PD
(instructional day)

October 30- end of first marking period
Instructional days -23

OCTOBER '25

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

26 – 28
no school, Thanksgiving Break

Instructional days - 17

NOVEMBER '25

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

22-31 – Winter Break

Instructional days - 15

DECEMBER '25

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JANUARY '26

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

1-2 – Winter Break
15 – noon dismissal
- ½ teacher workday
16 – noon dismissal
- ½ teacher workday
- end of first semester

Instructional days - 20

FEBRUARY '26

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

13 – teacher PD
(noninstructional day)
16 – no school
26 – noon dismissal
- Parent/Teacher Conf.
27 – noon dismissal for all

Instructional days - 18

MARCH '26

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

27-31 – no school, Spring Break

26-end of third marking period

Instructional days - 19

APRIL '26

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

1-6 – no school, Spring Break

Instructional days - 18

MAY '26

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

22 – teacher PD
(noninstructional day)

25 - Memorial Day, No School

Instructional days - 19

JUNE '26

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

3 – noon dismissal
- ½ teacher workday
4 – noon dismissal
- ½ Teacher Workday
5 – noon dismissal
- last day of school
- ½ teacher workday
- end of second semester

Instructional days – 5

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Mio AuSable Schools | 2026-2027 CALENDAR



JULY '26

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST '26

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

25 – teacher PD
(instructional day)
26 – student's first day
-½ day dismissal
- ½ workday

instructional days - 5

SEPTEMBER '26

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

4 – no school
7 – Labor Day, no school
18 – no students, teacher PD
(instructional day)

instructional days - 20

OCTOBER '26

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

8 – ½ day dismissal
- Parent/Teacher Conf.
9 – ½ day dismissal
- ½ day for teachers

30-end of first marking period

instructional days - 22

NOVEMBER '26

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

2 – teacher PD, no students
(instructional day)
25 – 27-no school,
Thanksgiving Break

instructional days - 18

DECEMBER '26

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

23-31 – Winter Break

instructional days - 16

JANUARY '27

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

1 – Winter Break
14 – noon dismissal
- ½ teacher workday
15 – noon dismissal
- ½ teacher workday
- end of first semester

instructional days - 20

FEBRUARY '27

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

12 – teacher PD
(noninstructional day)
15 – no school
25 – noon dismissal
- Parent/Teacher Conf.
26 – noon dismissal for all

instructional days - 18

MARCH '27

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

26-31 – Spring Break, no school

25-end of third marking period

instructional days - 19

APRIL '27

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

1-5 – no school, Spring Break

Instructional Days - 19

MAY '27

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

21 – No School, teacher PD
(noninstructional day)
24 – no school, Memorial Day

Instructional Days - 19

JUNE '27

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

2 - noon dismissal
- ½ teacher workday
3 – noon dismissal
- ½ teacher workday
4 – noon dismissal
- last day of school
- ½ teacher workday
- end of second semester

Instructional Days – 4

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APPENDIX D - Grievance Report Form

Name of Grievant: _____

Date of Occurrence: _____

Date Submitted: (Must be within 20 days of date of occurrence) _____

Synopsis of Facts regarding this situation:

_____

_____

_____

_____

_____

_____

Sections and Subsections of the Contract in Violation:

_____

Specific Relief Requested:

_____

_____

_____

_____

_____

_____

_____

Signature of Grievant _____

Date of Meeting with Principal (Must be within 5 days of receipt.) _____

Decision of Principal (Must be issued within 10 days of receipt)

_____

_____

_____

_____

_____

_____

Date of transmission to Superintendent (Must be within 5 days of principal's disposition) _____

Decision of Superintendent (Must be within 10 days of receipt).

_____

_____

_____

_____

_____

Date of appeal to the Secretary of the Board of Education with request for executive session (if topic is covered by Article 3-A). (Must be within 10 days of Superintendents' decision _____

Date of Board Meeting for the Consideration of the Grievance _____

Decision of the Board of Education (Must be issued within 25 days of Board Meeting)

_____

_____

_____

_____

Date of submission to arbitration (Must be with 20 days of the decision by the Board of Education)

_____

APPENDIX E – Wavier Form

WAIVER OF UNION REPRESENTATION

I hereby waive my right to Union representation during a meeting on _____.

I understand that I may secure representation for future meetings and that this is a waiver for this occasion only. I also maintain the right to end this meeting and seek Union representation at any time before continuing.

_____ _____

(Employee Signature) Date

APPENDIX F – Noncertified Instructional Staff Letter of Agreement

LETTER OF AGREEMENT – NONCERTIFIED TEACHERS

This letter will become effective upon contract ratification by both parties.
This letter of agreement is between the Mio AuSable Education Association and the Mio AuSable School Board of Education for life of the current collective bargaining agreement as referenced in Article 1D of the Recognition Clause. It pertains and represents an understanding developed between the two parties in regard to noncertified teaching personnel. For the purposes of this letter there are three categories of noncertified staff: retired teachers teaching in areas where he is not certified, an individual holding a lapsed certification, and an individual who has not attained his initial certification.
If a teacher is noncertified because of the numbered circumstances (as described below), the following will apply to that teacher:

1. Retired and does not possess the correct certification.
    - No offer of medical insurance if retirement insurance is held upon hire.
    - Freedom to negotiate salary upon hire.
    - A posting for a certified viable candidate will remain public.
    - If a certified viable candidate is interviewed and qualified, the retired teacher *may* be displaced.
    - The full contract will apply to teachers who are under this noncertified category.
2. A lapsed certification.
    - All insurance options available.
    - Freedom to negotiate salary upon hire.
    - MDE guidelines will be observed to allow the teacher who is in possession of a lapsed certificate to acquire a current unexpired certification.
    - The full contract will apply to teachers who are under this noncertified category.
3. Alternate pathway candidate who has not obtained initial certification.
    - Single subscriber insurance will be offered under the same teacher contract language. Two person or family insurance may be considered under specific circumstances. No Pak B or cash in lieu will apply to noncertified teachers who have not obtained their initial certification.
    - A noncertified teacher under this category shall be paid at 75% of BA base with no step increase.
    - No teaching years shall count toward years of service until an individual receives an initial certificate.
    - To qualify for step movement an individual shall provide proof of having received an initial certificate at the beginning of a semester.
    - A noncertified teacher will receive 8 PTO days with no ability to rollover days from one year to the next.
    - A noncertified teacher under this category will receive two bereavement days. Bereavement days will not rollover.
    - A noncertified teacher under this category shall not have more than four preps and shall not teach through their conference hour.
        - A posting for a certified viable candidate will remain public.

- If a certified viable candidate is interviewed and qualified, the noncertified teacher *may* be displaced.

In the event the district needs to layoff teachers noncertified staff will be laid off first.
As mentioned in Part D of the Recognition Clause noncertified teaching staff will have only the rights in this letter of agreement.

Tim McFalda
MAEA President

06-25-2024
Date

Marvin O. Taylor
Mio AuSable Superintendent

6/25/24
Date