

# **AGREEMENT**

**BETWEEN THE**

**ATLANTA TEACHERS-NMEA, MEA/NEA  
FOR AND ON BEHALF OF THE ATLANTA TEACHERS**

**AND THE**

**ATLANTA COMMUNITY SCHOOL DISTRICT**

**BOARD OF EDUCATION**



**2025/26 – 2026/27 – 2027/28**

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The agreement entered into by and between the Board of Education of the Atlanta Community School District of Atlanta, Michigan, hereinafter called the "Board," and the Atlanta teachers as members of the Northern Michigan Education Association, MEA/NEA, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Atlanta is their mutual aim and that the character of such education depends predominately on the quality and morale of the teaching staff

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Michigan Compiled Laws, MCL 423.201 *et seq.*, 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 members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve education standards

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement

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

For purposes of collective bargaining and contract implementation only, the NMEA, MEA/NEA shall represent Atlanta teachers.

ARTICLE I  
RECOGNITION

- A. The Board recognizes the Northern Michigan Education Association, MEA/NEA as the exclusive bargaining representative for all full time and/or regularly employed certified (including those temporarily authorized by the Michigan Department of Education) teaching employees of the Atlanta Community School, including pre-school teachers, librarian(s), media specialist(s), counselors and extra-curricular positions as enumerated in Schedule C held by bargaining unit members, excluding substitutes, superintendent, principals, position of athletic director, adult education teachers, non-bargaining unit Schedule C employees and all other non-teaching employees.
- B. All other positions of the Atlanta Community School are excluded.
- C. Nothing contained herein shall prevent the Board from modifying, revising, combining, or eliminating any position in this Article pursuant to the conditions of this Agreement.
- D. Any new position created during the life of the Agreement will be added to the unit providing it is comparable to any position heretofore recognized.
- E. The Board agrees not to negotiate with any teachers' organization other than NMEA, MEA/NEA for the duration of this Agreement.
- F. The usage of he, him, or his shall refer to members of all genders.



## ARTICLE II

### ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly encourage, discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any lawful activities of the Association or collective professional negotiations with the Board, or his institution of any grievance under this Agreement.

B. Nothing contained herein shall be construed to deny or restrict any teacher rights he may have under the Michigan Revised School Code.

C. The Association and its representatives, with the prior approval of the administration, shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of school rooms between the hours of 7:30 a.m. until 6:00 p.m. This should not be considered to permit meeting during regularly scheduled classes.

D. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property between 6:00 a.m. and 6:00 p.m., provided that this shall not interfere with or interrupt normal school operations. Association representatives shall check in with the principal's office upon arrival and will be permitted to meet with individual Association members at a place and time that does not interfere with classroom instruction or scheduled conferences and/or other responsibilities with students and/or parents. On or before October 1 of each school year, and whenever a change is made, the Association shall provide the Superintendent with a list of all current local officers and building representatives.

E. The Association, with the approval of the administration, shall have the right to use school facilities and equipment, including word processing equipment, duplicating equipment, Internet and e-mail 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.

F. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the District mail service and teacher mail boxes for communications to teachers. No teacher shall be prevented from wearing insignias, pins or other identification of membership in the Association either on or off school premises. All posted notices shall be in good taste and not derogatory in manner.

G. A copy of the agenda for each Board of Education meeting will be sent to the Association president at the time of its posting. Copies of published Board minutes will be made available in the Superintendent's office for all Association members.

H. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher unless such activity adversely effects operation of the school.

I. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, religion, color, national origin, age, sex, height, weight or marital status.

J. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all teachers regardless of race, religion, color, national origin, age, sex, height, weight or marital status.

K. Nothing shall require any teacher to be a member of any organization.

### ARTICLE III

#### MANAGEMENT RIGHTS CLAUSE

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 the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities.

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

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

4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.

5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and the terms and conditions of employment.

6. To make reasonable provisions for the health, safety, and first aid of its employees during hours of employment.

B. 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 such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and of the United States.

## ARTICLE IV

### VOLUNTARY MEMBERSHIP AND PAYROLL DEDUCTIONS

A. Each employee may: 1. join the Association and pay dues to the Association or 2. decline to join the Association or pay dues. Those employed exclusively in Schedule C positions are excluded from this Article. Upon request from the Association, the Employer will provide annually the current salary/step information for each employee.

B. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities, credit union, MEA Financial Services Programs, deferred income plans allowed through a qualified Section 125 Plan or any other plans or programs jointly approved by the Association and the Employer.

## ARTICLE V

### TEACHING HOURS AND CLASS LOAD

A. No teacher shall be required to report for duty earlier than twenty (20) minutes before the opening of the pupils' regular school day each morning. Teachers shall be permitted to leave five (5) minutes after close of the pupils' regular school day. However, teachers are to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including the boarding of buses for elementary students and consultations with parents and the administration when scheduled directly with the teacher(s).

B. For years with the student calendar requiring 180 days of instruction, the normal weekly teaching load in the junior and senior high school will be thirty (30) teaching periods and five (5) unassigned preparation periods. An instruction day will not exceed 6 hours and 25 minutes of pupil contact per day. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. However, the principal may assign a teacher a class during his unassigned preparation period in an emergency when no substitute is available. The rate for this period shall be the hourly rate of BA Step 1 divided by 180 days divided by 7.

**Teachers teaching two classes concurrently in an emergency situation will be paid the same hourly pay as teaching a class during their unassigned preparation period.**

C. All teachers shall be entitled to a duty-free uninterrupted lunch period of thirty (30) minutes.

D. Elementary teachers will be provided two hundred fifty (250) minute relief period per week for preparation, preferably scheduled at fifty (50) minutes per day. No departure from this norm, except in case of emergency, shall be made without prior consultation with the Association. If an elementary teacher should be required to substitute and is caused to lose his assigned preparation time, remuneration for said substitution will be paid the hourly rate of BA Step 1 divided by 180 days divided by 7 per fifty (50) minute period. Teachers teaching two classes concurrently in an emergency situation will be paid the same hourly pay as teaching a class during their unassigned preparation period.

E. If a teacher shall teach more than the normal teaching load as set forth in the Article, he shall receive additional compensation. A regularly assigned extra class per day in school would mean an additional 1/6<sup>th</sup> in salary. The additional 1/6<sup>th</sup> salary amount is calculated by taking the median of the 1/6<sup>th</sup> of BA Step 1 and 1/6<sup>th</sup> MA+30 Step 20.

F. A teacher 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 shall be released from regular duties without loss of salary. Any negotiations or processing of grievances may take place during the school hours at the discretion of the Superintendent.

G. The Board agrees at all times to maintain a list of substitute teachers. Teachers shall inform administration of absence via email or phone as soon as possible and enter absence into the electronic absentee system, except in cases of emergency, to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administrator to arrange for a substitute. The teacher is responsible for lesson plans for that day.

ARTICLE VI  
TEACHING CONDITIONS

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

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible to meet the following standards.

- |    |                                       |  |
|----|---------------------------------------|--|
| 1. | Elementary                            | Standard   |
|    | Kindergarten                          | 25   |
|    | First-Third                           | 28 (including splits involving 1-3)  |
|    | Fourth-Sixth                          | 30 (including splits involving 4-6)  |
| 2. | Secondary                             | Standard   |
|    | English                               | 35   |
|    | Social Studies                        | 35   |
|    | Mathematics                           | 35   |
|    | Foreign Language                      | 30   |
|    | Business Education                    | 35   |
|    | Science                               | 30   |
|    | Industrial Arts                       | 20 Grades 9-12 / 25 Grades 7 & 8   |
|    | Health                                | 35   |
|    | Art                                   | 30   |
|    | Music, Band                           | Unlimited  |
|    | Music, Vocal                          | Unlimited  |
|    | Physical Education                    | 40   |
| 3. | Special Education                     | Determined by the E.S.D. Plan  |
| 4. | Remedial Reading<br>and Remedial Math | Determined by the Title I<br>Plan as approved by the State<br>Dept. of Education   |
| 5. | Pre-School                            | Determined by the Title I Plan and the Early<br>Childhood Development Grant Application<br>as approved by the State Dept. of Education |

B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual 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 for the purpose of improving the selection and use of such educational tools. The Board agrees at all times to keep the schools reasonably equipped and maintained as far as the budget allows.

C. The Board and the Association mutually recognize the importance of continuous use of teaching reference material in maintaining a high level of professional performance.

D. The Board agrees to make available any necessary support and materials needed for instruction, including a desk for each classroom teacher, storage space in each classroom, paper, pencils, pens, and updated technology to support teaching and curriculum.

E. The Board shall make available lavatory facilities for employee use and at least one room which shall be reserved for use as an employee lounge.

F. A classroom telephone shall be made available and maintained for teachers for their reasonable use.

G. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

H. Student Growth Data: The District and Association will work collaboratively to meet the requirements of the legislated state laws and MDE rules regarding student growth data, including its use in teachers' evaluations. The District and the Association shall meet at least once each year to review the student growth data and, when appropriate, make recommendations for change to both parties. The District and Association will select no more than three (3) representatives each to review the data.

I. Remote Teaching

- (1) In the event of a move from in person learning to remote learning, teachers will be given one (1) school day to plan for the change in instruction. If possible, this day will replace one professional development day scheduled later in the school year.
- (2) Administration and teachers will collaborate to develop a remote learning plan, including the selection of an online curriculum provider if part of the plan.
- (3) Teachers will receive training on best practices for remote learning, including online curriculum.
- (4) Teachers will work to ensure that the district meets the requirements set forth by the State to maintain full per pupil funding during remote learning.



## ARTICLE VII

### QUALIFICATIONS AND ASSIGNMENTS

- A. The Board will endeavor to hire highly qualified teachers. However, they reserve the right to hire persons on special certificates when highly qualified persons are not available.
- B. Pupils are entitled to be taught by teachers who are working within their area of competence. Teachers will be assigned within the scope of their teaching certificates and according to the qualifications for the position and will be “highly qualified” as defined by the ESSA and the Michigan Department of Education for assignment to a position where applicable.
- C. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education and extra duties, as enumerated in Schedule C, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Consideration in making such assignments will be given to teachers regularly employed in the District.

## ARTICLE VIII

### TEACHER EVALUATION

- A. All monitoring or evaluation of the classroom performance of a teacher shall be conducted openly and with knowledge of the teacher. The use of eavesdropping, public address or audio system, and similar surveillance devices shall be strictly prohibited. The teacher understands that computer usage is monitored by the District.
- B. Teaching staff in non-classroom settings will be evaluated using the framework with necessary adaptations to facilitate their position and to facilitate communication.
- C. No teacher shall be observed during the first or last two weeks of the school year, on the day before a school holiday, or on days where special school events and/or holiday activities are scheduled.
- D. In collaboration with the Association, the performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:
1. Specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.
  2. An evaluation of the teacher's job performance with constructive feedback.
  3. The use of student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation or as determined by current law.
- E. Process: Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
1. Prior to classroom observations, the teacher shall be provided with a copy of the District evaluation form and an explanation of how the process works.
  2. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson. Unless identified as a deficiency in performance within an existing IDP, teachers will only be required to submit lesson plans to an administrator for the day(s) they are being observed to comply with the provisions of this Section.
    - a. The observation shall be no less than twenty (20) minutes.
    - b. There shall be notice of each planned observation date given to the teacher at least two (2) school days prior to the observation.
    - c. The post-observation meeting shall be held no later than ten (10) school days after the observation occurred, unless there are extenuating circumstances for either the teacher or evaluator.

- d. 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 sixty (60) days apart. The first observation shall occur no later than December 15 of each school year.
  - e. There shall be no unscheduled observations. However, walkthroughs may occur unscheduled.
- 3. 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 determination and form shall be delivered at a meeting with the observing administrator and the teacher prior to the last week of school.
- 4. If a classroom teacher receives an unevaluated rating, the teacher’s rating from the school immediately before the designation must be used unless otherwise provided in the law.
- 5. If a tenured teacher has been rated “highly effective” or “effective” for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. An effective teacher may be evaluated within the three-year period if placed on an IDP or transfers to a new position or at the discretion of administration and in collaboration with the Association. If the subsequent year-end rating is not “effective”, the teacher shall be evaluated annually until receiving an “effective” rating for an additional three (3) consecutive years.
- 6. Teachers who are rated as developing or needing support may be placed on an IDP and a mentor teacher may be assigned to assist in the performance goals of the IDP.
- 7. Any non-compliance with the evaluation process as described above shall be subject to the grievance process through the Board Level.
- 8. 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.
- 9. Probationary status may continue if lack of improvement is noted on the teacher’s final evaluation.

F. 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. Step 1: Request review meeting with the evaluator.
  - b. Step 2: Request review meeting with the superintendent or additional administrator.
2. An Arbitrator has jurisdiction to consider a grievance filed under the grievance process by a tenured classroom teacher with two (2) consecutive ratings of “needing support” consistent with Michigan Law.

G. Training on the evaluation system will occur in the initial year of the system and for any new staff hired thereafter, including an explanation of the evaluation tools and reporting forms. The evaluation tool will be reviewed at the beginning of each school year.

## ARTICLE IX

### VACANCIES, PROMOTIONS, AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.
- B. Decisions about placement of a teacher shall comply with Revised School Code Section 1248. Involuntary transfers may be made for reasonable cause. The Superintendent or designee shall discuss involuntary transfers with the Association.
- C. Notification (Posting) of Vacancies and Application
1. Whenever a vacancy, including newly created positions, arises during the school year, the District shall promptly give email notice of such vacancy to all staff and include all postings of vacancies in the email of all teachers.
  2. A teacher may apply for the vacancy by submitting an e-mail of interest to the District Office.
  3. When a vacancy occurs during the school year, and there are no teachers on layoff or recall certified and qualified for the vacancy, the Board may fill such a vacancy on a temporary or tentative basis until the end of the normal school year, when it will be posted for the following school year.
  4. During summer break, the District will provide via staff email to all teachers all vacancies. Positions shall remain posted at least fifteen (15) calendar days prior to being filled. This time frame may be waived for postings after August 1<sup>st</sup>. Application may be made and filled in the same manner as described above.
- D. Awarding of Vacancies:
1. Internal qualified applicants shall be considered for the position prior to considering external applicants.
- E. Definition of "Transfer":
- A "transfer" shall be defined as either a voluntary or involuntary change in (1) a teacher's position or assignment to another position or assignment within the bargaining unit, (2) building assignment, (3) grade level(s) included in an assignment in K-5, (4) subject area(s) included in a secondary assignment, (5) a non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc., or (6) Special Education assignment such as learning disability, emotionally impaired, etc.

F. Transfers: The Superintendent or designee has discretion to place or transfer a bargaining unit member into a position for which they are certified for, for a reason that is not arbitrary or capricious including, but not limited to, the following clear and transparent factors:

1. Compliance with state and federal laws, regulatory standards, and state grant and categorical requirements.
2. Qualifications determined by the district, including but not limited to credentials necessary for school or program accreditation.
3. Disciplinary record.
4. Length of service in the grade level or subject area.
5. Relevant special training, other than professional development of continuing education as required by state or federal law.
6. Effectiveness based on previous evaluations.

G. A request for a transfer may be made at any time in writing to the District Office with a copy to the Association. The request shall specify the school, grade, and subject/position sought. Subject to possessing adequate certification, a request for voluntary transfer may be granted unless the granting of the same is inconsistent with the contract language pertaining to the filling of vacancies. The Employer shall acknowledge receipt of the request for transfer within five (5) working days. No teacher shall be discriminated against because of a request to transfer. Vacancies caused by a voluntary transfer shall be posted unless that vacated position is eliminated.

H. Teachers who are affected by a change in grade assignment in the elementary school grades and by change in subject assignment in the secondary school grades will be notified and consulted by their principal as soon as practicable after a change occurs. Such changes will be voluntary to the extent possible. Contact will be made via email and phone.

I. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

## ARTICLE X

### ILLNESS OR DISABILITY

A. At the beginning of each school year each teacher shall be credited with a ten (10) day seventy (70) hour sick leave allowance to be used for absences caused by illness or physical disability of the teacher or death in the immediate family when bereavement and personal business days have been exhausted. Sick leave will be deducted in hourly increments. The unused portion of such allowance shall accumulate from year to year up to one (1) school year of student contact days.

1. According to the Michigan Earned Sick Time Act (ESTA) that is in effect, the first seventy-two (72) hours any paid leave accrued or earned each ESTA year (July 1 - June 30) may be used for any ESTA-related purposes. These hours will be subject to the same conditions outlined in ESTA. Any unused ESTA-eligible hours will carry over from year to year; however, they will not be paid out upon separation. Upon separation, all paid time will be prorated based on the number of days or hours worked as a percentage of the total contracted days or hours.

B. A teacher using a sick day before or after a scheduled day off in the school calendar must provide a doctor's note for the absence. The Board reserves the right to request a doctor's statement before compensating a teacher if it has reasonable cause to believe that the teacher was not absent for the reasons specified.

C. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay or additional sick leave for the duration of such illness or disability up to one (1) year, and the leave may be renewed each year upon written request by the teacher and approval by the Board.

D. Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the Worker's Compensation payment prescribed by law and his regular salary, to the extent and until such time as such teacher shall have used up any accumulated "sick leave" provided herein. The "sick pay" will be computed on the basis of the teacher's pro-rated salary per day at the time he becomes absent because of injury or disease.

E. The Board may request a doctor's statement before allowing a teacher to resume his duties following any sick leave.

F. Teachers required to be absent because of an emergency illness of a member of the immediate family may draw their regular salary up to their amount of accumulated sick and personal days. The emergency illness absence days will be deducted from sick leave days.

G. The term "immediate family" in this section will be defined to include spouse, children or step-children, parents or step-parents, brothers or sisters of the teacher and/or spouse; and any of the following living with the teacher at the time of illness: step-brothers, step-sisters, grandparents or grandchildren, sons-in-law, daughters-in-law of the teacher and/or spouse.

H. At the beginning of each school year, teachers shall have the option to exchange unused sick days in excess of fifty (50) accumulated days (350 hours) at the rate of \$125 per day for cash payment or deposit into a MEA Financial Services tax deferred annuity or 403b program with district-approved vendors, not to exceed ten (10) days. This payment or deposit will be made on the first pay in December.



## ARTICLE XI

### BEREAVEMENT ABSENCE

A. Teachers absent from duty because of the death of a member of the immediate family, or a relative with whom they may at the time be living, may draw a regular salary not to exceed three (3) days per occurrence. When the teacher is the executor of the estate or handling the funeral arrangements, the teacher shall be granted five (5) days. These days are independent of sick leave days and personal business days and are non-cumulative. When additional days are needed, such days shall be deducted from personal business days. When personal business days are not available, sick days may be used.

B. The term "immediate family" in this section will be defined to include spouse, children or step-children, parents or step-parents, brothers or step-brothers, sisters or step-sisters, grandparents or grandchildren, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, of the teacher and/or spouse, brothers-in-law, sisters-in-law, and an individual living with the teacher on a non-commercial basis.

C. One (1) day deducted from sick leave per occurrence shall be granted for death of persons not qualifying under "immediate family" when requested from the Superintendent or designee after exhaustion of personal day absence. This may include, but is not limited to, an aunt, uncle, cousin, or close personal friend.

## ARTICLE XII

### PERSONAL BUSINESS/EMERGENCY "NQA" DAYS

A. Six (6) "No Questions Asked" (NQA) days a year of personal/emergency leave allowance may be used for personal/emergency days in a minimum of one-half (1/2) day increments. Additional days may be granted and charged against sick leave if approved by the Superintendent.

B. Personal leave/NQA days may be denied based on the number of teachers out of the building, not to exceed twenty percent (20%), on the date(s) requested.

C. A staff absence request for a personal leave/NQA day must be submitted in writing for approval at least twenty-four (24) hours in advance, except in the event of an emergency.

Emergency is defined as a sudden, generally unexpected, occurrence or set of circumstances demanding immediate action.

D. Teachers shall have their accrued sick leave credited for all unused personal/NQA days at the conclusion of the school year.

## ARTICLE XIII

### JURY DUTY

There shall be no deduction of salary for compulsory absence for jury duty or when subpoenaed to appear in court for school related business.

## ARTICLE XIV

### ASSOCIATION LEAVE

At the beginning of each school year, the Association shall be allowed a maximum of two (2) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Superintendent no less than one (1) week in advance of taking such leave. The Association will provide the pay of the substitute teacher necessary during the leave.

## ARTICLE XV

### UNPAID LEAVES OF ABSENCE

- A. Upon written application, a teacher may be granted a leave of absence for up to one (1) year without pay for study related to the teacher's licensed field or his professional growth. The regular salary increment shall accrue. No seniority credit shall accrue during such leave.
- B. Teachers on a military leave shall be subject to return rights as specified under state and federal laws.
- C. The Board may grant an unpaid leave of absence upon written application for a period not to exceed one (1) year, subject to renewal at the discretion of the Board. No seniority or salary schedule credit shall accrue during such leave.
- D. Upon written application submitted one (1) month prior to leave, a child care leave for a newborn, newly adopted or seriously ill dependent child shall be granted without pay. The teacher shall be entitled to a leave for one (1) year. Further extensions may be granted at the will of the Board. Upon return, the teacher shall be assigned to the same or similar position. No seniority or salary schedule credit shall accrue during such leave, except as required by law.
- E. It is expressly understood that teachers on unpaid leave must notify the Board of their intent to return sixty (60) days prior to the expiration of the leave period. Failure to do so may result in the loss of any right to return to the Atlanta Community School.
- F. It is understood that any teacher eligible for leave under the guidelines of the Family/Medical Leave Act (FMLA) may exercise those rights upon application to the Board's designee.

## ARTICLE XVI

### PERSONNEL FILE

A. Each teacher shall have the right upon request to review the contents of his own personnel file. The teacher has the right to submit materials to be added to his/her personnel file in compliance with the Bullard-Plawecki Employee Right to Know Act, MCL 423.501 *et seq.*, to be submitted to the Superintendent. A representative of the Association may, at the teacher's request, accompany the teacher to review the contents of his/her personnel file.

B. With the exception of training/professional development records, no document will be placed in a teacher's personnel file regarding his or her employment unless the teacher is given an opportunity to review it. A copy of said material marked "Personnel File" given to the teacher will serve as notice. The teacher may include a written response.

C. No complaint against a teacher by a parent, citizen of the District, or student, or reference thereto, may be placed in the personnel file without the complaint being previously drawn to the teacher's attention, and where appropriate, the holding of a meeting between the teacher and the person making the complaint. The administration shall attend the meeting. The teacher may attach a rebuttal to such a complaint.

D. Freedom of Information Act: When the Board receives a request for all or part of a teacher's personnel file under the Freedom of Information Act (FOIA), the Superintendent or his/her designee shall provide the teacher with written notification that the request has been received within three (3) days after it is received.

## ARTICLE XVII

### PROFESSIONAL BEHAVIOR

A. A tenured teacher may only be discharged, demoted, or otherwise disciplined for a reason that is not arbitrary or capricious. Probationary teachers are at-will employees.

1. If a disciplinary incident triggers a Title IX investigation, that process shall supersede provisions and timelines in this Agreement.
2. Upon receiving a complaint, parents and students shall be directed to the teacher in question first, provided the problem or concern is not severe in nature.
3. If an investigation is necessary, the specific grounds forming the basis of any disciplinary action will be made available to the teacher in writing. Association representatives shall be permitted to meet privately with the teacher and shall be provided with these reasons before the meeting. All suspensions during investigation shall be with pay.
4. Teachers shall comply with rules, regulations and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.

B. A teacher shall at all times be entitled to have present a representative of the Association when he is being investigated, reprimanded, warned or disciplined for any infraction of rules or delinquency in professional behavior (Weingarten rights). When a request for such representation is made, a teacher may be placed on administrative paid leave but no additional action shall be taken with respect to the teacher until such representative of the Association is present but this shall not delay the meeting more than seventy-two (72) hours.

C. Discipline may include, but is not limited to:

1. Verbal reprimand
2. Written reprimand
3. Paid Suspension (option)
4. Unpaid suspension
5. Discharge

At any level, a plan of assistance may be appropriate.

## ARTICLE XVIII

### PROFESSIONAL IMPROVEMENT

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.
- B. The Board agrees to provide the necessary funds, upon request by the teacher(s), and approved by the Superintendent, for attendance at select professional conferences. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant(s). A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation.
- C. At the request of the Association, or on the Board's initiative, arrangements may be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. The cost of such programs will be borne by the Board upon successful completion.



## ARTICLE XIX

### MAINTENANCE OF STANDARDS

A. All conditions of employment, including teacher hours, extra compensation for work outside regular teaching hours, relief periods, leaves and general working conditions shall be maintained at not less than the highest minimum standards in effect in the District at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.

B. The duties of any teacher or the responsibility of any position in the bargaining unit will not be substantially altered or increased without notification to the affected teacher.

C. The Board shall provide electronic and print access to its policy and District guidelines, and shall provide the Association president with notification of all updates to these documents within ten (10) days of the formal adoption of any change by the Board.

## ARTICLE XX

### REDUCTION IN PERSONNEL

A. It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and staff. The following shall be considered:

1. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing classroom teaching staff or that a reduction in classroom teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the classroom teaching positions to be reduced. Classroom teacher layoff and recall decisions will be made by the Superintendent or designee in their discretion based on the following clear and transparent factors:

- a. Compliance with state or federal laws, regulatory standards, and state grant and categorical funding requirements
- b. Qualifications and certification, including but not limited to credentials necessary for school or program accreditation
- c. Disciplinary record
- d. Previous effectiveness ratings
- e. Attendance and punctuality records

B. Reduction in force and recall decisions must be made based on classroom teacher effectiveness criteria established in Revised School Code Section 1249. Before the Board authorizes a classroom teacher reduction, the Superintendent or designee will notify in writing within thirty (30) days the affected classroom teacher of an opportunity to respond, either in person or in writing, to the proposed reduction.

1. Certified probationary bargaining unit members shall be laid off first, except that, a probationary bargaining unit member shall not be laid off unless there is a tenured bargaining unit member who is certified and qualified, to perform the duties of the position the probationary bargaining unit member is vacating, or unless the position that the probationary bargaining unit member is vacating is being eliminated altogether.

2. If the reduction of bargaining unit personnel is necessary, then tenured bargaining unit members shall be laid off on the basis of seniority, contingent upon previous effectiveness ratings, disciplinary record, qualifications and certification, compliance with state or federal laws, regulatory standards, and state grant and categorical funding requirements.

C. Certified and qualified shall be defined as follows:

1. In order to be considered certified, the bargaining unit member must hold a current certificate from the State of Michigan authorizing that individual to teach in the particular position the employee has requested.
2. In order to be considered qualified for a particular position, the bargaining unit member must be state endorsed or authorized to teach that position as demonstrated by any of the following:
  - (a) Majors;
  - (b) Minors;
  - (c) Elementary certification meets the qualification of teaching all grades K-5 except programs requiring specialized training.

Also, the bargaining unit member must be "highly qualified" as defined by the Michigan Department of Education where applicable to the position.

D. Seniority shall be computed from the first day of reporting to work and shall be defined to mean the amount of time continuously employed as a certified employee of the Atlanta Community School District. Time spent on lay-off shall not be construed as a break in continuous service. The Board shall prepare and enclose a current seniority list of the certified teachers of the District with the first payroll check in October of each school year. Such list shall include the first date of reporting to work. Within ten (10) school days of posting of the list, teachers may file written objections. Thereafter, the list shall be final and conclusive.

In the event more than one individual has the same date of hire, the placement of each person on the seniority list will be determined by a drawing of lots participated in by all affected bargaining unit members. The notice of the drawing, including date, place and time, will be provided in writing to the Association and all affected members one (1) week before the drawing. The drawing will be conducted openly and at a time and place that reasonably allows all interested bargaining unit members, and particularly those affected, to attend. The President of the Association or his/her designee shall draw for any person unable to be in attendance. All affected bargaining unit members will be notified in writing of the results of the drawing within two (2) working days of the drawing. The results will be recorded on the seniority list.

E. The recall of teachers shall be in the inverse order of layoff, (*i.e.*, those laid off last will be recalled first) to the next available vacancy that occurs, provided, however, that a teacher in order to be recalled shall be certified and qualified, including at least three consecutive effective evaluation ratings, as herein set forth to hold the specific position to which the teacher is being assigned.

F. No new teachers shall be employed by the Board of Education while there are certified employees of the District who are laid-off unless there are no laid-off certified employees who are certified and qualified, including at least three consecutive effective evaluation ratings, to fill the vacancy.

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

H. Right of recall shall be limited to twenty-four (24) months. Recall notification will be by certified mail to the teacher's last known address. It is the responsibility of the teacher to notify the Board of his current address. Refusal of an offer from the Board of an equivalent position for which the laid-off teacher is certified, or failure to respond within fifteen (15) calendar days of receipt of a written offer of a position made by the Board shall be cause for termination. Notification of acceptance by the teacher will be in writing and delivered in person or by certified mail. The exception to recalling certified teachers from lay-off will be that no certified teacher will be terminated, lose recall rights, or seniority, if the certified teacher is under contract with another employer at the time of recall. This exception will be allowed for only one additional recall and the District may post the position externally.

I. A teacher returning to employment will be granted the same status regarding probation, tenure, and salary schedule placement at the time of layoff. However, additional relevant K-12 teaching experience and additional credit hours acquired during such layoff will apply toward placement on the salary schedule.

## ARTICLE XXI

### SCHOOL CALENDAR

- A. For the term of this Agreement, the school calendar shall be set forth in Schedule A.
- B. Where days or hours of instruction are not held because of conditions not within the control of school authorities, those days or hours will be rescheduled as provided in Schedule A, to insure full state aid as provided by the State Aid Act. It is understood that all make up days or hours shall be considered part of the regular school year and no employee shall receive additional compensation for those days or hours.
- C. If at any time during the life of this Agreement it becomes lawful to count as days of pupil instruction days when pupil instruction is not provided due to conditions not within the control of school authorities, it is agreed that "Act of God" days missed in excess of thirty (30) hours may be made up at the discretion of the Board of Education by extending the school calendar.

## ARTICLE XXII

### PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. All teachers newly employed may be given credit on the Salary Schedule as set forth in Schedule B.
- C. The Salary Schedule is based upon the regular school calendar as set forth in Schedule A and the normal teaching load as defined in this Agreement, currently 185 teacher days.
- D. Teachers involved in extra duty assignments set forth in Schedule C, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions thereof.
- E. Teachers required, in the course of their work, to drive personal vehicles from one school building to another shall receive a car allowance equal to the amount as set by the IRS. The same allowance shall be given for use of personal vehicles for approved business of the District, provided the school does not supply transportation.
- F. A teacher who is working with homebound and/or home-based students shall be paid fifty dollars (\$50) per hour per student.
- G. Employment Incentive: Nothing in the contract agreement shall prevent the Board from offering incentives to attract new employees for bargaining unit positions. Such incentives are not to exceed five thousand dollars (\$5000) and may include a signing bonus and/or reimbursement for moving expenses as determined appropriate by the Board of Education. Signing bonuses shall not be a one-time payment but will be paid at the end of each year completed over two to five years with the emphasis being over the longer term period (five years). The Board/Administration agrees to notify the Association in the event that a newly hired bargaining unit member receives an incentive.

## ARTICLE XXIII

### TERMINAL LEAVE

In recognition of services to the School District, a terminal leave payment of seventy-five dollars (\$75) for each unused sick leave day, with a cap at one hundred (100) total days, will be paid provided the retiring teacher shall have been employed under contract in the School District for at least fifteen (15) years. Outside years of service granted by the School Board or its officers do not apply in this Article.

## ARTICLE XXIV

### STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to provide administrative support and assistance to teachers with respect to the maintenance of student control and discipline as the Board/Administration in its professional judgment deem appropriate. Teachers recognize that they bear a primary responsibility for maintaining proper control and discipline in the classroom and disciplinary actions must be reasonable and just and in accordance with Board policy and state law.
- B. A teacher may temporarily remove a student from class when the grossness of the offense, the persistence of the behavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the student will be sent immediately to the appropriate administrator's office, and the teacher will furnish the appropriate administrator, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing including, applicable, prior corrective action taken by the teacher.
- C. Any instance of assault upon a teacher which has its inception in a school-centered problem will be promptly reported in writing to the Superintendent or his designee. The Board shall, when deemed necessary, provide assistance to the teacher in connection with investigation of the incident by law enforcement and judicial authorities provided the teacher acted within their authority and consistent with Board policy.
- D. A teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to another in accordance with the School Code. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property.
- E. The teacher has the obligation to report any suspected abuse cases to the proper authorities.



## ARTICLE XXV

### GRIEVANCE PROCEDURE

A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board relating to wages, hours, terms, and conditions of employment may be processed as a grievance as follows, provided a written claim is filed with his/her immediate administrator and Association within ten (10) days of the alleged violation or the discovery thereof up to one (1) calendar year from the date of the alleged violation where the alleged violation is not readily apparent with due diligence.

B. The following matters shall not be the basis for any grievance filed under the procedure outlined in this Article.

1. The termination of services of any teacher.
2. Any area in which the Tenure Act prescribes a procedure or authorizes a remedy, such as the discharge or demotion of a tenured teacher.
3. Any matter involving teacher evaluation, except for what is allowed by law.
4. Content of Board Policy.

C. The grievance levels follow this order:

1. Discussion with the immediate supervisor.
2. Written grievance to principal or supervisor.
3. Written appeal to Superintendent of Schools.
4. Written appeal to Board of Education.
5. Submission to arbitration and/or other legal processes.

D. The grievant should first seek a solution by discussion with his immediate administrator. If a satisfactory solution is not attained, the grievant may invoke the formal written grievance procedure as described below.

Written grievances shall contain the following:

1. It shall be signed by the grievant(s) or an Association representative will sign the grievance in the name of the ATEA if the matter affects a subset of the group or the group as a whole.
2. It shall contain a synopsis of the facts giving rise to the alleged violation.
3. It shall cite the section or subsections of this contract (or the Board/written policy) alleged to have been violated.
4. It shall contain the date of the alleged violation.
5. It shall specify the relief requested.
6. It shall utilize the form and format set forth in Schedule D, available from the Association representative in each building.

A copy of the grievance form shall be delivered to the principal or supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him.

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

F. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) days of such meeting (or ten [10] days from the date of filing, whichever shall be later), the grievance may be submitted to the Superintendent. Within five (5) days the Superintendent or his designee shall meet with the grievant and an Association representative, when requested, on the grievance and shall indicate his disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the grievant and the Association representative when requested.

G. If the grievant is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) days of such meeting (or ten [10] days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than ten (10) days thereafter. A copy of such disposition shall be furnished to the Association.

H. If the Association is not satisfied with the disposition, or if no disposition is made at the Board level, it may, within ten (10) days after notification of the decision of the Board, in writing, request the appointment of an arbitrator to hear the grievance. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules.

- I. These matters may not continue to binding arbitration:
1. Individual teachers shall not have the right to process a grievance to binding arbitration.
  2. The termination of services of a teacher's extra-curricular position.

J. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels unless the arbitrator determines that good cause exists to do so.

K. The arbitrator's decision shall be binding upon both parties who agree that a judgment thereon may be entered in any court of competent jurisdiction.

L. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter, amend, or subtract from the terms of this Agreement.

M. If any grievance award shall include back pay, this award shall not extend more than thirty (30) days prior to the date of the Level One conference.

N. The costs of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation.

O. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. If no response is received from administration, the grievance may proceed to the next step. In the event a grievance is filed after May 15<sup>th</sup> of any year and strict adherence to the time limits may result in hardship to any party, the Superintendent shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

P. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

Q. "Days" shall be business days when the administrative office is open during the summer months and school days during the school year. Days when school or the administrative office is closed due to a holiday or school recess, weather, or emergency reason shall not count in the grievance timelines.

## ARTICLE XXVI

### SCHOOL IMPROVEMENT PROCESS

A. The Board and the Association hereby recognize and acknowledge the responsibility of the School District to engage in the school improvement process according to the provisions of Section 1277 of the Michigan Revised School Code, MCL 380.1277. However, it is understood that any recommendations for changes in operations or policies that affect or have an impact upon the wages, hours and/or other terms and conditions of employment of any bargaining unit members shall be subject to the bargaining obligation as prescribed in Section 15 of the Michigan Public Employment Relations Act (PERA), MCL 423.215 prior to being adopted and/or implemented to the extent required by law and will not be adopted and/or implemented contrary to any valid and enforceable provision of this Agreement in effect unless otherwise required by law.

B. Participation in the development, review and evaluation of the School District's school improvement plans by a bargaining unit member shall be voluntary unless otherwise required by law.

## ARTICLE XXVII

### LEAST RESTRICTIVE ENVIRONMENT/MEDICALLY FRAGILE

#### A. Least Restrictive Environment

1. The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any individual disabled student should participate in regular education programs and services involves considerations of that student's unique needs as determined by an Individual Educational Planning Committee (IEPC).

Although it is agreed that the disabled student's participation and right to participate in regular education programs and services cannot be affected by this Agreement, the Board does agree to consider how the disabled student's placement will affect teachers when determining the disabled student's placement.

2. The Board shall determine the need for a teacher who will be providing instructional or other services to a disabled student to participate in the IEPC which may initially place (or continue the placement of) the student in a regular education classroom. The Board shall provide release time in the event the District directs or authorizes a teacher to attend an IEPC which is scheduled during a time the teacher is assigned to teach a class.

3. If any teacher has a reasonable basis to believe that a disabled student's current Individual Educational Plan (IEP) is not meeting the student's unique needs as required by law, the teacher will advise his principal in writing.

4. On a case-by-case basis, the Board will determine what training and other support should be provided to a teacher who will be providing instructional or other services to a disabled student.

#### B. Medically Fragile Students

1. If a teacher will be providing instructional or other services to a medically fragile student, the teacher or another adult who will be present when the instruction or other services are being provided will be advised of the steps to be taken in the event an emergency arises related to the student's medical condition.

2. No teacher will be required to provide services of a medical nature to a medically fragile student without being trained to provide the services, unless the services are necessitated by emergency.

3. On a case-by-case basis, the Board will determine what training and other support should be provided to a teacher who will be providing instructional or other services to a medically fragile student.

4. When a general education classroom teacher is assigned a student from a special education program for severely impaired students (POHI, SXI, SMI, TMI), the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. Otherwise, it shall be the responsibility of the teacher to implement the student's individualized educational plan for attending to the educational needs of the student while in the teacher's class.

## ARTICLE XXVIII

### NEGOTIATION PROCEDURES

A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until the expiration of this contract. Because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties and it is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. Beginning not later than May 1 of the last contract year, negotiations will be undertaken for an agreement covering the next negotiated contract.

C. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party and each party may select its representatives from within or outside of the School District. While no final agreement shall be executed without ratification by the Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

## ARTICLE XXIX

### EXTENT OF AGREEMENT

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and this Agreement shall supersede any of the terms of an individual contract that are contrary or inconsistent with its terms.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. If any provisions 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.
- E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.



## ARTICLE XXX

### INSURANCE

A. The Board shall provide to the employee and his eligible dependents for the duration of this contract, MESSA Plan A or C health insurance coverage and Plan B non-health benefits.

Effective January 1, 2025, the Board's contribution to the Employee's medical benefit plan costs shall be no less than \$7,718.26 for employees with single person coverage, \$16,141.28 for employees with two-person coverage, or \$21,049.85 for employees with family coverage.

Effective January 1, 2026, the Board's contribution to the employee's medical benefit plan costs shall be no less than \$7,942.09 for employees with single person coverage, \$16,609.38 for employees with two-person coverage, or \$21,660.30 for employees with family coverage.

Effective January 1, 2027, the Board's contribution to the employee's medical benefit plan costs shall be no less than the hard cap numbers identified by the Michigan Department of Treasury for employees with single person coverage, employees with two-person coverage and employees with family coverage.

If PA 152 is amended or repealed during the contract term, the District's contribution towards insurance costs will not exceed 3% over the previous year's contribution.

The Association may modify the insurance plan to other available MESSA plans to reduce employee contributions during the life of this agreement with the Board's authorization.

Each month teachers shall contribute any health insurance premium costs by payroll deduction, subject to a Section 125 plan, in equal bi-weekly amounts. The bi-weekly premium contribution payment amount for each subscriber category will be provided to teachers. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

All other non-health MESSA Plan A, B, and C (C is the HSA MESSA ABC Plan) benefits shall be fully paid by the Employer.

#### Plan A -- For Teachers needing Health Insurance

Health	MESSA Choices II
	\$1000/\$2000 Deductible, \$20 Office Visit
	5 Tier Mail

### Plan B Nonhealth Benefits -- For Teachers With And Without Health Insurance

Long Term Disability	66 2/3% \$3,500 maximum 60 calendar days - modified fill Maternity Coverage Pre-existing Condition Waiver - Yes Freeze on Offsets - Yes Alcoholism/drug 2 year Mental/nervous same as any other illness COLA - no
Delta Dental	100/80/80:\$1,000 and 80:\$3000 (orthodontics)
Negotiated Life	\$40,000 AD & D
Vision	VSP-3 Plus P 250CL

### Plan C -- For Teachers Needing Health Insurance

Health	MESSA ABC 1 HSA Plan HSA Deductible as set by IRS, \$0 Office Visit 5 Tier Mail
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Following an open enrollment period, teachers can elect to switch to MESSA Health Plan C. Enrollment to this plan will take effect January 1.

The Employer shall provide the annual deductible funding to the employee's "Health Equity" (HEQ) Health Savings Account (HSA) for each plan year.

Each month teachers shall contribute any health insurance premium and annual deductible funding costs by payroll deduction, subject to a Section 125 plan, in equal bi-weekly amounts. The Employer's "qualified Section 125 plan" shall include provisions necessary for pre-tax contributions to the employee's HSA accounts administered through HEQ.

Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HEQ HSA up to the maximum amounts allowed by federal law.

The Employer shall fund annually, in equal installments January 1 and July 1, the employee's entire annual obligation to the agreed upon HEQ HSA beginning January 1 of each year. In the event an employee or his dependents medically requires that the HSA be utilized prior to the scheduled Board payments, the Board agrees to fund the entire annual HSA amount to that individual's account. If the teacher separates from employment prior to the reimbursement of the Board's HSA payments, any remaining funds owed to the Board will be deducted from any monies owed to the teacher.

The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in the MESSA ABC Plan 1, the deductible will automatically adjust to meet the federal minimum requirement.

B. Any teacher not electing health insurance coverage shall have the option of using three hundred dollars (\$300) per month toward MESSA options and/or tax sheltered annuities pursuant to a qualified Section 125 Plan.

C. Part time teachers will receive pro-rated insurance benefits provided they work at least three (3) hours per day.

D. Coverage for any teacher leaving the Atlanta Community School shall end effective August 31, except when the teacher leaves before he completes his teaching days, in which case the coverage is pro-rated.

D. The Board will not contribute toward the cost of insurance for a teacher on leave of absence except as required by law.

E. The District shall not make premium contributions on behalf of employees which are unlawful or may result in a penalty being imposed on the District.

## ARTICLE XXXI

### MENTOR TEACHER

A. Each probationary teacher, during the first three (3) years of classroom service, shall be provided a Mentor Teacher. The Mentor shall provide the necessary assistance toward the goal of quality education.

B. The Mentor shall be a tenured teacher, a college professor, a retired teacher or intermediate school personnel. Participation as a Mentor is voluntary, and, if possible, in the same academic discipline as the probationary teacher. Mentor assignments should be for a full school year and subject to renewal, annually, at the Administration's discretion. Assignment as a Mentor shall not be subject to the Grievance Procedure.

C. When possible, a common preparation period should be scheduled with the Mentor and probationary teacher.

D. To be paid as a Mentor, the Mentor must meet with the probationary teacher as follows:

First Year Probation	- Meeting at least once per month
Second Year Probation	- Meeting at least every other month
Third Year Probation	- Meeting at least once every three (3) months

A Mentor shall confirm such meetings prior to being paid as a Mentor.

E. Mentor Stipend:

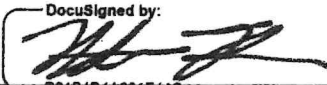
\$350 to mentor first year probationary teacher  
\$275 to mentor second year probationary teacher  
\$200 to mentor third year probationary teacher


ARTICLE XXXII


DURATION OF AGREEMENT

A. All provisions of this Agreement shall be effective as of the ratification date by the Board and the Association and shall continue in effect until June 30, 2028.

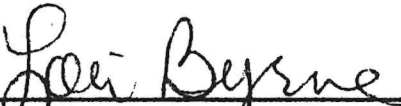
NORTHERN MICHIGAN  
EDUCATION ASSOCIATION,  
MEA/NEA

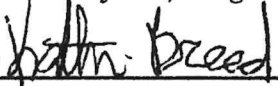
By   
Nathan Fleishman,  
NMEA President

By   
Deb Larson, NMEA Staff  
Liaison

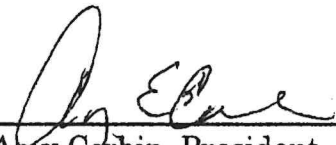
By   
Michele Eising, Negotiator

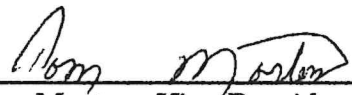
By   
Aaron Cumper, Negotiator

By   
Lori Byrne, Negotiator


By   
Katherine Breed, Negotiator

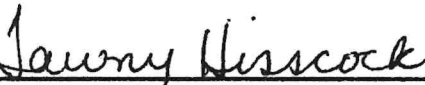
ATLANTA COMMUNITY SCHOOLS

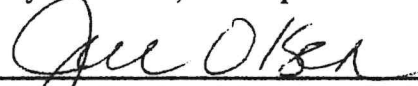
By   
Amy Corbin, President

By   
Tom Morton, Vice-President

By   
Doris Smith, Secretary

By   
Sue Grulke, Superintendent

By   
Tawny Hisscock, Principal

By   
Jill Olsen, Business Manager

## SCHEDULE A

### Atlanta Community Schools 2025-26 Calendar

Student School Day – 8:00 am to 2:50 pm	Teacher School Day – 7:40 am to 2:55 pm
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August	19	Tuesday	All Staff Welcome Back Orientation and Professional Development
August	20	Wednesday	Teachers' Professional Development
August	21	Thursday	Teachers' PD (AM + video assignments) – Open House 5:00 – 6:30 pm
August	25	Monday	First Day for Students
August	29	Friday	Labor Day Weekend – <i>No School</i>
September	1	Monday	Labor Day – <i>No School</i>
September	10	Wednesday	Early Release (12:45 pm) – NWEA Testing
October	2	Thursday	Early Release (12:45 pm) P/T Conf. (1:00-4:00 / 5:00-7:00 pm)
October	3	Friday	Early Release (12:45 pm)
October	13	Monday	Professional Development Day – No School for Students
October	31	Friday	End of First Marking Period
November	26	Wednesday	Thanksgiving Break - <i>No School</i>
November	27	Thursday	Thanksgiving– <i>No School</i>
November	28	Friday	Thanksgiving Break – <i>No School</i>
December	22	Monday	Winter Break Begins – <i>No School</i>
January	5	Monday	School Resumes
January	7	Wednesday	Early Release (12:45 pm) – NWEA Testing
January	16	Friday	Early Release for Students (12:45 pm)
			End of First Semester – Teacher Records PM
January	19	Monday	Martin Luther King Jr. Day – <i>No School</i>
February	16	Monday	Presidents' Day – <i>No School</i>
February	26	Thursday	Early Release (12:45 pm) P/T Conf. (1:00-4:00 / 5:00- 7:00 pm)
February	27	Friday	Teachers' PD – No School for Students
March	27	Friday	End of Third Marking Period
March	30	Monday	Spring Break Begins – <i>No School</i>
April	6	Monday	School Resumes
April	8	Wednesday	Early Release (12:45 pm) – College Board Testing
May	20	Wednesday	Early Release (12:45 pm) – NWEA Testing
May	25	Monday	Memorial Day – <i>No School</i>
June	5	Friday	Last Day and Early Release for Students (12:45 pm)
			End of Second Semester – Teacher Records PM

	<u>Student Days</u>	<u>Teacher Days</u>	
August	4	7	<u>First Marking Period</u>
September	21	21	47 days
October	22	23	
November	17	17	<u>Second Marking Period</u>
December	15	15	42 days
January	19	19	
February	18	19	<u>Third Marking Period</u>
March	20	20	47 days
April	19	19	
May	20	20	<u>Fourth Marking Period</u>
June	5	5	44 days
<b>Total</b>	<b>180</b>	<b>185</b>	

## SCHEDULE B

2025-2026 Salary Schedule					
Year	BA	BA + 20	MA	MA + 15	MA + 30
1	39,589	41,567	42,757	43,944	45,132
2	41,171	43,232	44,465	45,701	46,937
3	42,757	44,896	46,178	47,461	48,741
4	44,340	46,559	47,889	49,219	50,549
5	45,925	48,221	49,600	50,975	52,353
6	47,508	49,881	51,307	52,735	54,158
7	49,092	51,546	53,019	54,493	55,963
8	50,675	53,208	54,729	56,245	57,769
9	52,514	55,137	56,713	58,290	59,574
10	54,363	57,084	58,715	60,346	61,975
11	56,449	59,263	60,946	62,636	64,322
12	58,546	61,455	63,198	64,943	66,686
13	60,377	63,365	65,157	66,951	68,744
14	60,596	63,583	65,374	67,169	68,959
15	60,812	63,797	65,591	67,383	69,176
16	62,637	65,711	67,559	69,404	71,252
17	62,950	66,040	67,897	69,750	71,607
18	63,265	66,369	68,236	70,100	71,966
19	63,582	66,701	68,578	70,451	72,326
20	65,489	68,703	70,636	72,564	74,495
A longevity payment of \$250 will be added for each year of credit starting with year 25.					

2026-2027 Salary Schedule					
Year	BA	BA + 20	MA	MA + 15	MA + 30
1	40,381	42,398	43,612	44,823	46,035
2	41,994	44,097	45,354	46,615	47,876
3	43,612	45,794	47,102	48,410	49,716
4	45,227	47,490	48,847	50,203	51,560
5	46,844	49,185	50,592	51,995	53,400
6	48,458	50,879	52,333	53,790	55,241
7	50,074	52,577	54,079	55,583	57,082
8	51,689	54,272	55,824	57,370	58,924
9	53,564	56,240	57,847	59,456	60,765
10	55,450	58,226	59,889	61,553	63,215
11	57,578	60,448	62,165	63,889	65,608
12	59,717	62,684	64,462	66,242	68,020
13	61,585	64,632	66,460	68,290	70,119
14	61,808	64,855	66,681	68,512	70,338
15	62,028	65,073	66,903	68,731	70,560
16	63,890	67,025	68,910	70,792	72,677
17	64,209	67,361	69,255	71,145	73,039
18	64,530	66,369	69,601	71,502	73,405
19	64,854	68,035	69,950	71,860	73,773
20	66,799	70,077	72,049	74,015	75,985
A longevity payment of \$250 will be added for each year of credit starting with year 25.					



2027-2028 Salary Schedule					
Year	BA	BA + 20	MA	MA + 15	MA + 30
1	41,189	43,246	44,484	45,719	46,956
2	42,834	44,979	46,261	47,547	48,834
3	44,484	46,710	48,044	49,378	50,710
4	46,132	48,440	49,824	51,207	52,591
5	47,781	50,169	51,604	53,035	54,468
6	49,427	51,897	53,380	54,866	56,346
7	51,075	53,629	55,161	56,695	58,224
8	52,723	55,357	56,940	58,517	60,102
9	54,635	57,365	59,004	60,645	61,980
10	56,559	59,391	61,087	62,784	64,479
11	58,730	61,657	63,408	65,167	66,920
12	60,911	63,938	65,751	67,567	69,380
13	62,817	65,925	67,789	69,656	71,521
14	63,044	66,152	68,015	69,882	71,745
15	63,269	66,374	68,241	70,106	71,971
16	65,168	68,366	70,288	72,208	74,131
17	65,493	68,708	70,640	72,568	74,500
18	65,821	67,696	70,993	72,932	74,873
19	66,151	69,396	71,349	73,297	75,248
20	68,135	71,479	73,490	75,495	77,505
A longevity payment of \$250 will be added for each year of credit starting with year 25.					

## USE OF SALARY SCHEDULE

1. Credit for advancement on the Salary Schedule shall be given for graduate level course(s) on a planned program in teaching, counseling, and school administration, or may be given for undergraduate and graduate level course(s) that complement a teacher's subject matter, or result in additional certifications and endorsements, from an accredited university.
2. The Board may allow up to ten (10) years for outside teaching experience in any Michigan school district or teaching experience in a public (i.e., not charter) school district in any state.
3. One (1) full semester of experience in any recognized public school district in Michigan or any other state will qualify a teacher for one (1) step on the Salary Schedule.
4. Teachers who have served in the regular Armed Forces of the United States may be given experience credit up to two (2) years including active duty in the National Guard. ROTC not to be included.
5. The above degrees and credits will be computed as of the date of hire.
6. Teachers will be paid every two (2) weeks for a total of twenty-six (26) payments.
7. Regular teachers who substitute during their conference/planning hours will be paid for such time per pay period.
8. Credit hours that apply to a change in placement on the Salary Schedule will be granted only at the completion of course work and prior to the beginning of the school year or at semester time. All credits used for BA+20, MA+15, and MA+30 salary categories must be earned after completion of that appropriate degree.
9. Coaching Incentives: All coaching incentives apply to the varsity level coaches only. Any and all coaches' incentive pay will be paid in full upon completion of their season.  
Accomplishments Incentives:  
Regional Championship Participant \$250  
State Championship Participant \$500

## SCHEDULE C

### EXTRA PAY FOR COACHES AND SPECIAL ACTIVITY ADVISORS

Coaching Positions - The percent assigned to each coaching position will be calculated from the BA column 5<sup>th</sup> Step.

For each year of coaching a specific sport or special activity advisor in the Atlanta system, the coach/advisor will be compensated \$25.00 for each year after their 10th consecutive year.

Example: 12 years as a basketball coach in Atlanta.

12 years - 10 years = 2 years x \$25.00 = \$50.00  
to be added to the extra pay schedule.

<u>COACHES</u>	<u>PERCENT APPLIED TO BA STEP 5</u>
Varsity Football	9.5
Assistant Varsity Football	6
JV Football	5
JV Asst. Football	4
Cross Country	4
<u>Boys &amp; Girls</u>	
Varsity Basketball	9.5
JV Basketball	6
Jr. High Basketball	4.75
Varsity Volleyball	9.5
JV / Jr. High Volleyball	6
Varsity Track	6
Jr. High Track	4
Baseball	9.5
Softball	9.5

### SPECIAL ACTIVITY ADVISORS

2025-2028

(up to amount listed based on requirements of the working agreement)

Band	\$ 4,000
Ski Club	400
Sideline Cheerleading (Varsity Football)	500
Sideline Cheerleading (Varsity Basketball)	500
Sr. Class Advisor	2000
Jr. Class Advisor	2000
10th Grade Class Advisor	1000

<u>SPECIAL ACTIVITY ADVISORS (Cont.)</u>	<u>2025-2028</u>
9th Grade Class Advisor	\$ 1000
8th Grade Class Advisor	1000
7th Grade Class Advisor	1000
6 <sup>TH</sup> Grade Class Advisor	1000
National Honor Society	1000
Knowledge Bowl	1000
Student Council	1000
Robotics	1,500 (If grant does not pay stipend)
Science Olympiad	1000
Junior High School National Honor Society	1000
Esports	1000

## SCHEDULE D

### NMEA – ATLANTA EA GRIEVANCE REPORT FORM

Grievance # \_\_\_\_\_ School District

Distribution of Form

1. Superintendent
2. Principal
3. Association
4. Teacher

#### GRIEVANCE REPORT

Submit to Principal in Duplicate

Building _____	Assignment _____	Name of Grievance _____	Date Filed _____
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#### STEP 1

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Relief Sought \_\_\_\_\_

\_\_\_\_\_

Signature _____	Date _____
-----------------	------------

C. Disposition by Principal \_\_\_\_\_

\_\_\_\_\_

Signature _____	Date _____
-----------------	------------

D. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

Signature _____	Date _____
-----------------	------------

If additional space is needed in reporting Sections B 1 & 2 of Step 2, attach an additional sheet.

STEP 2

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STEP 3

A. Date received by Board of Education or designee \_\_\_\_\_

B. Disposition of Board of Education or designee \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STEP 4

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition & Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Decision

NOTE: All provisions of Article XXV of the Agreement will be strictly observed in the settlement of grievance.