

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE MACOMB ACADEMY AND  
THE MACOMB ACADEMY EDUCATION ASSOCIATION MEA/NEA

This Agreement is entered into by and between Macomb Academy (the Academy) and the Macomb Academy Education Association, MEA/NEA (the Association) on the 19<sup>th</sup> day of August, 2021.

ARTICLE I - RECOGNITION, DEFINITIONS, DUES CHECK OFF,  
AGENCY SHOP, STRIKE PROHIBITION

A. Recognition

Pursuant to the Public Employment Relations Act (PERA), the Academy recognizes the Association as the sole and exclusive bargaining representative for all full and part time certified teachers employed by the Academy, excluding: transition coordinators, administrators; supervisors, executives, contract employees and all other persons who are not assigned to positions requiring certification as a teacher.

B. Definitions

1. The word "school" includes the Academy and any off-site work location related to the Academy. The word "teacher" means a member or members of the bargaining unit.
2. The singular of any pronoun includes the plural.
3. The Association Building Representative is a member of the Association so identified by the Association's President in writing to the Academy's Superintendent

C. Strike Prohibition

The Association will not direct, instigate, participate in, a work slowdown, encourage, or support strike action of any type by any teacher or group of teachers during the life of this contract. Should any teacher be found guilty of such actions by the Academy or any state or federal agency or court, such teacher will be subject to dismissal.

## ARTICLE II - FAIR PRACTICES

### A. Academy's Responsibility

No person or persons and/or department in the Academy responsible to the Board shall discriminate against any employee on the basis of race, color, national origin, sex, age, marital status, sexual orientation, gender identity, or membership in, or Association with, the activities of the Association or any other teacher organization.

### B. Association's Responsibility

The Association will admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, age, marital status, sexual orientation, or gender identity and will, as required by law, represent all employees in the bargaining unit.

## ARTICLE III - BOARD RIGHTS

The Board has the contractual responsibility to carry out the educational mission of Macomb Academy (the Academy) as reflected in the Charter issued by Central Michigan University (Grantor) and the laws of the State of Michigan. The Academy has, by contract with the Grantor, the right to general supervision of the institution and control and direction of the expenditures of the institution's funds. The Academy reserves and retains solely and exclusively the right to manage, direct, and supervise work performed; and retains its management rights and functions over the Academy. Such rights include, but are not limited to, the determination and supervision of policies, operations, methods, processes, duties and responsibilities of employees; size and type of academic and non-academic staff; standards of employment, related performance and assignments; responsibilities to be performed; scheduling of these responsibilities; the persons to be employed; staffing levels; administrative structure; promotion; transfer; reassignment, suspension, discipline, discharge or layoff of employees; modification or abolition of academic or administrative programs and course of instructions; determination of the acquisition, location, relocation, installation, operation, maintenance, modification, retirement and removal of equipment facilities and control of its property, real or personal. The powers, authority and discretion of the Academy to exercise its rights and carry out its responsibilities shall be limited only by the express terms of this Agreement.

## ARTICLE IV - RIGHTS OF ASSOCIATION

### A. Requests for Reports

The Board shall make available to the Association, upon its reasonable written request, any and all official and or public information, statistics and records relevant to negotiations or necessary for the proper enforcement of this agreement.

### B. Posting of Notices

The Association shall have the right to post notices of its activities and matters of concern on the bulletin board. Said notices and other Association materials may also be circulated to all bargaining unit members through the Academy's information technology system. Should the need for housing for students result in elimination of the teacher work room, administration will provide an alternative place for postings.

### C. Association Meetings

The authorized representative of the Association shall have the right to schedule Association meetings before or after regular school hours and during the lunchtime of the employees involved. Such meetings shall be at the school building or in individual teachers' classrooms during lunch. The Association will provide advanced notice of 24 hours prior to a meeting at the school requiring use of any common area in the Academy.

### D. Administrative/Association Meetings

On request by either party the Superintendent and/or her/his designated representative shall meet once a week, if necessary, to discuss matters involving working conditions or the terms of this agreement with Association representatives. Such meetings shall be held outside of class hours or during unassigned time. Additional meetings by mutual agreement will be scheduled, if necessary.

### E. Teacher Representation

No officer, executive board member, delegate, representative or agent of any organization other than the Association shall represent any teacher. The teacher may represent himself/herself or be represented by his/her own lawyer if he/she desires.

F. Association Business During Unassigned Time

The Association President, Vice-president or his/her designated representative shall be permitted to use unassigned time for Association business providing it does not interfere with completion of duties of the student-related responsibilities and where non-school time cannot be utilized. Should the designated representative be unavailable due to absence or implementing his/her teaching responsibility, an alternate designated by the Association may act in his/her absence.

G. Contract Hearings/Court Procedures

A maximum of two (2) days per school year will be provided to the Association members for attendance at hearings or court proceedings relating to the implementation of the agreement. Said days shall not be charged to the individual employee's sick leave or result in loss of wages.

H. Copies of Contract

Copies of this Agreement and any amendments shall be made available to the members of the Association digitally on the Academy's web site.

I. Association Release Time

The President or his/her designated representative shall be granted six days per year of release time, without loss of pay, to serve the Association for Association business. The President or his/her designated representative will inform the Superintendent of their intent to use such release time as soon as reasonably practicable.

## ARTICLE V - GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a complaint by a member of the bargaining unit or by the Association in its own name based upon an event, condition or circumstance, allegedly caused by deviation from, or misapplication of a provision of this Agreement in respect to said teacher or teachers.
2. The term "school days" shall mean working school days. During summer recess, school days shall be counted as five (5) school days per calendar week.

B. Procedure for Adjustment of Grievance

1. Informal Conference

In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his or her direct supervisor and/or the Superintendent either individually or accompanied by his/her Association representative.

2. Formal Procedure

a. Step 1

In the event the matter is not resolved informally, the grievance shall be submitted in writing to the Superintendent or his/her designee within fifteen (15) school days following the act or condition which is the basis of the grievance.

i. The grievance may be lodged and thereafter discussed with the Superintendent:

a) by the teacher accompanied by the Association representative;

b) by the Association representative, if the teacher so requests;

c) by a teacher on his/her own behalf; or

d) by the Association in the name of the Association.

ii. Within ten (10) school days after receiving the written grievance, the Superintendent shall communicate his/her decision on the grievance in writing to the grievant or the Association representative with a copy to the Board.

b. Step 2

i. Within ten (10) school days after receiving the decision of the Superintendent or his/her designee the Association and/or grievant may appeal the grievance to the Board no later than twenty (20) school days after receiving the appeal in writing, the Board, or a

Committee of the Board, shall meet for the purpose of reviewing the grievance.

- ii. Within ten (10) school days after said meeting, the Board shall communicate its decision in writing to the aggrieved teacher, if any, the Superintendent, and the Association.

c. Step 3

- i. Within thirty (30) school days after receiving the decision from the Board, if there is to be an appeal, the Association shall submit the grievance to alternative dispute resolution under the provisions set forth in MCL §423.9d and the Rules of the Michigan Employment Relations Commission (MERC). Only the Association may advance a Grievance to Arbitration.

- a) An arbitrator shall be selected by the "strike" method from MERC's current list of eligible arbitrators.

- b) The arbitrator shall issue a written reasoned opinion within the time frame set by statute and regulations of MERC.

- c) The arbitrator shall be bound to apply the law of the State of Michigan relating to the interpretation of collective bargaining agreements and shall be bound to resolve the dispute within the specific terms of this agreement

- d) The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this agreement. His/her authority shall be limited to deciding whether there is a violation of the terms and conditions of this Agreement. The arbitrator shall have no authority to impose or fashion any remedy beyond that which may be allowed by this Agreement.

- e) The arbitrator shall not be authorized to make any determination or issue any resolution that is contrary to the terms of the Academy's authorizing document or the laws of the United States and the State of Michigan.

- f) The arbitrator's decision shall be binding on both parties' fees and expenses of the arbitrator shall be equally borne by both parties to the grievance: fifty percent (50%) by the Board and fifty percent (50%) by the Association.
- g) In the event the association does not file a grievance with MERC within thirty (30) school days after the receipt of the Board's decision, the grievance shall be deemed abandoned and the Board's decision shall be considered accepted.

C. Appearance and Representation

- 1. The Association shall provide the Academy with written notice, which will include the names of all witnesses to be excused, ten (10) school days prior to an arbitration hearing held in accordance with Step 3 under this Article.
- 2. Meetings held under this grievance procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, to be present at the hearing, and these persons shall be excused without loss of pay consistent with Article IV, Section G.
- 3. If the grievance arises from the action of authority higher than the Superintendent, the Association may present such grievance at Step 2 of this procedure.
- 4. If a grievance arises which affects the entire system, the Association may submit such grievance directly to the Superintendent for action; however, this shall not eliminate any Administrator from participation at the request of the Superintendent.
- 5. The Association, on its own behalf, shall have the right to appeal a decision on a grievance at any step in this procedure.

D. Time Limits

- 1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall mean an automatic appeal to the next step of this procedure.
- 2. Failure to appeal a decision within the specified time limit shall be deemed an acceptance of the decision.

3. Time limits specified in this procedure may be extended in any specific instance by mutual agreement of the parties in writing.

E. Rights Under Law

Nothing contained in this grievance procedure shall deny to any teacher his/her rights under Section TI of Act 336 of the Public Acts of 1947 as amended by Act 379 of the Public Acts of 1965 or to the Academy any rights imposed upon it or granted to it by law, nor of any other legal right which presently is provided; however, that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provision of this Article.

F. Records

Records produced according to the grievance procedure shall be maintained consistent with the provisions of MCL 423.501.

## ARTICLE VI - SENIORITY

A. Seniority

1. Seniority shall be defined as length of service within the bargaining unit. Within the thirty days of the execution of this Agreement, the Board and the Association shall meet and agree upon a seniority list. Seniority will commence on the first date that instructional services are rendered by a bargaining unit member with the Academy for which there is compensation. In the event two or more members have the same seniority date, a drawing shall be held to determine the order of seniority. The Superintendent or his/her designee, the Association President and the affected members shall be present. The teacher who draws the highest number (1 shall be the highest number) shall have the highest seniority, followed by the teacher who draws the next highest number and so on and so forth.
2. Leaves of absence, other than Association leave approved by the Board, will not sever an employee's seniority status, but such status shall remain "frozen" from the commencement date to the termination date of the leave.
3. Seniority shall not accrue during any "layoff" period.



4. Termination of employment, including resignation, will result in the cancellation of all claims to seniority within the Academy.
5. No later than 30 days following ratification of this Agreement and every November 1 thereafter, the Association shall prepare and submit a seniority list to the Superintendent. The Academy and the Association shall confer to resolve any disputes concerning seniority dates.
6. Any teacher who is transferred to or hired into an administrative or supervisory position shall not be considered a member of the bargaining unit but may retain their bargaining unit seniority while an administrator or supervisor for a period of not more than five (5) years.

#### ARTICLE VII - CALENDAR

The parties have agreed to follow the Macomb County Common Calendar. Teachers have 186 work days, which includes two student records days and five Professional Development days. The calendar will be developed by consensus of a committee comprised of four people:

1. The president or designee of the Macomb Academy Education Association
2. The president or designee of the Macomb Academy Paraprofessionals Association
3. The superintendent or designee of Macomb Academy
4. One representative of other non-unionized employees, who is chosen by the superintendent.

#### ARTICLE VIII - TEACHING CONDITIONS, HOURS, LOADS

##### A. Class Sizes, Student Assignments, Teaching Load

Student assignments at Macomb Academy are governed by federal and Michigan law and the provisions of IEPT Reports. In other respects, Macomb Academy will, consistent with teachers' assignments and students' best interests, equalize teachers' workloads.

##### B. Instructional (Assigned) Time

Teachers shall be assigned up to four separate instructional periods of different courses per day. In the event the Academy wishes to restructure instructional time, the Academy shall notify the Association and both parties shall discharge their duties to bargaining in good

faith. Teachers' instructional responsibility for students begins at 8:40 am and teachers will report to work by 8:30 am. The teacher workday ends at 4:00 pm.

C. Teacher Hours

Teacher hours are based on Academy programs. Teacher hours are also based on student instructional schedules, which, in turn, are governed by federal and Michigan law and the provisions of IEPT Reports. Any proposed changes to total length of teacher day will be negotiated with Association unless mandated by State or Federal law or regulation.

D. Lunch Period

All teachers are guaranteed a duty-free, 40-minute lunch.

E. Student Schedules

The Academy shall make reasonable efforts to make necessary and desirable changes students' schedules by the end of the first full week of each semester. Subsequent changes will be discussed with the teachers involved before they are implemented.

F. Academy Events

At or around the start of each semester, the Superintendent will supply the Association with a calendar of known Academy events that will be held outside of normal duty. This calendar is not final or binding and may be changed as needed as determined by the Academy. The Superintendent will inform the Association of changes or additions to this calendar as soon as reasonably practicable.

G. Staff Meetings

The Academy may hold seven required staff meetings, lasting no more than 1 hour, during the school year, which are to be scheduled and announced by the end of September.

In addition, the Academy will hold one New Student Orientation that the teachers are required to attend. This date will be announced at least three weeks prior to the event.

H. Professional Development

The Academy will provide 30 hours of professional development during the year that are eligible for state continuing education clock hours.

ARTICLE IX - COMPENSATION

A. Salary Schedule

1. Teachers will be placed at the appropriate Tier based upon years of service with the Academy. Teachers will progress on tiers as appropriate during the duration of this contract. While tiers are based on years of service with the Academy as defined herein and except as defined below, a teacher may only move up a tier if they have been rated as “effective” or “highly effective” on their most recent year-end evaluation. For the purposes of this paragraph, teachers who have less than a full year of service with the Academy in their first school year of service will be considered to have completed 1 year of service. In the event that the teacher is not evaluated due to no fault of the teacher, the teacher shall be considered to have qualified to progress to the next tier for the year they otherwise would have qualified.

On the salary schedule below,

Tier 1 is for teachers employed in years 1 through 2 with the Academy

Tier 2 is for teachers employed in years 3 through 4 with the Academy

Tier 3 is for teachers employed in years 5 through 6 with the Academy

Tier 4 is for teachers employed in years 7 or more with the Academy

	2021-22 school year	2022-23 school year	2023-24 school year
Tier 1	\$43,273	\$44,138	\$45,020
Tier 2	\$46,983	\$47,922	\$48,880
Tier 3	\$49,636	\$50,628	\$51,640
Tier 4	\$51,841	\$52,877	\$53,934

Teachers on Tiers 1 through 3 will receive an additional stipend of \$2,500.00 a year for an earned graduate degree in a field the Academy considers relevant to the education of Academy students. Teachers on Tier 4 will receive an additional stipend of \$3,500.00 a year for an earned graduate degree in a field the Academy considers relevant to the education of Academy students. It is the teachers’ sole responsibility to determine whether the Academy will consider a graduate degree relevant to the education of Academy students, which responsibility may be discharged by securing the written approval of the Academy’s superintendent. Stipends will be paid in the first payroll of June.

2. Teachers’ salaries are based upon the calendar described in Article VII this Agreement. In the event work outside the established calendar is requested of an

individual member, it is agreed that such member will be compensated for such added days or hours based upon a per hour or per diem rate. The per hour rate will be calculate by dividing the per diem rate by six hours.

#### B. Pay Plan

1. Teachers agree that they will be paid on a twenty-six (26) pay period plan based on a bi-weekly payment schedule of equal amounts except when the pay cycle is affected by the beginning or the end of the school calendar year. The Academy and the Association acknowledge that it is desirable that teachers have the option of being paid on a twenty-one (21) pay period plan and have agreed that it is not feasible for the 2021-22 school year. The Academy and the Association agree to discuss this annually if one or more bargaining unit members would like the option of twenty-one (21) pay periods.
2. For employees whose contract has been terminated in June and who are on the twenty-six (26) pay plan; the balance of their contract will be paid in one lump sum in the twenty-first pay period. If a member resigns at any time during the year, the balance of their contract owed will be paid out within 4 weeks after their resignation date.
3. Electronic deposits of teacher pay may be implemented by the Academy at its discretion. It would then be the responsibility of the teacher to provide the appropriate information to the Academy. Checks issued in late June, July and August will be mailed to the teachers' address on file in the Academy's office. Where the summer address of the teacher is different from the one on file, the teacher will provide the Board office with self-addressed envelopes on or before June 30 of each year for issuance of the noted checks.

#### ARTICLE X – SECURITY CAMERAS

The Academy reserves the right to use security cameras for the overall safety and security of the School and the students, staff, and guests in the school. The Academy will not use hidden cameras unless unusual circumstances arise that make the use of such hidden cameras reasonable. Currently, there is only one camera in the school and the Association knows its location. If the Academy installs any additional cameras in the future, it will make the Association aware of the addition and its location(s).

## ARTICLE XI - LEAVES OF ABSENCE

### A. Paid Time Off

Each school year, the Academy will grant each teacher ten days of paid time off (PTO). The Academy will compensate teachers for unused PTO days at the end of each school year at a rate equal to 50% the teacher's per diem rate, provided the teacher is in an active employee in good standing at the end of the school year. The teacher may also choose to roll over some or all unused days of leave to the next year.

Per diem rate is defined as the teacher's salary divided by the number of state-mandated student days.

### B. Disability Leave

The Academy will, no more than once every two school years, grant up to 20 days of paid leave for a disability that prevents a teacher from performing the essential functions of his/her job. If fewer than 20 days of paid leave are used, a subsequent request will be granted as long as the total does not exceed 20 days in a two-year period. This period will be calculated rolling 24 months forward, from the first day granted.

### C. Bereavement

Each school year, the Academy will grant each teacher up to three bereavement days for the death of a grandparent, parent (including a current father or mother-in-law), spouse, child (including a step-child or current son-in-law or current daughter-in-law), uncle, aunt, sibling (including a current brother or sister-in-law), first cousin, niece or nephew. The Academy will grant the necessary number of three-day bereavement leaves in the event of multiple such deaths.

### D. Jury Duty

A teacher absent from duty because of jury duty shall, upon prior written notice to the Superintendent, be paid their regular daily pay for the time served. Any payments received from the courts will be deducted from pay received from the Academy. In order to receive jury-duty pay, the teacher must provide documentation to the Academy of any court reimbursement within ten (10) days of such receipt

E. Court Appearances

The Academy will pay a teacher who is subpoenaed to appear in court as a result of his/her duties at his/her regular hourly or per diem rate for hours or days missed in order to comply with the subpoena; provided, however, this section does not apply to arbitration hearings or administrative or civil actions initiated by the teacher or the Association; or, to criminal cases in which the teacher is the defendant

F. Absences from Duty

Teachers must notify the Academy as soon as reasonably practicable if they are going to be absent so that a substitute may be arranged. If the absence is known in advance, teachers will notify the Academy at least 24 hours prior to the absence.

G. Childcare Leaves

Upon the conclusion of disability leave in connection with childbearing as provided by the disability leave section above, and in addition to leave under the Family Medical Leave Act, an unpaid leave of absence will be granted to any teacher for the purpose of childcare at the discretion of the Academy. Said leave shall commence upon the request of the teacher and approval by the Academy and extend for a duration of up to six months. The teacher will notify the Academy of their desired date of return, but the actual return date will be scheduled by the Academy to insure as little interruption as possible to the academic schedule of the Academy.

H. Discretionary Unpaid Leave

Teachers may request an unpaid leave of absence for a period of up to one year. Whether to grant an unpaid leave of absence is at the discretion of the Academy and will be considered on a case-by-case basis. Upon completion of a discretionary leave of absence teachers will be placed into the next available opening. If the bargaining unit member refuses placement after completion of the leave, their employment will be terminated.

## ARTICLE XII - PERSONNEL RECORDS

A. Right to Review Personnel Records

The right of a teacher to review his/her personnel record is defined in the Bullard-Plawecki Right to Know Act, MCL 423.501, et seq.

B. Association Representative

A representative of the Association may, at the teacher's request, accompany a teacher who is reviewing his/her personnel record. Any such review shall be made in the presence of the Superintendent and/or his/her designee. Privileged information, such as confidential credentials and related personal references normally sought at a time of employment, are specifically exempted from such review.

C. Notice of Disclosure of Personnel Record

The Academy will notify a teacher when a third-party requests information from his/her personnel record, unless the Academy has been provided a written waiver of such notice signed by the teacher. Notice will be provided by electronic mail or first-class mail to the teacher's last known address.

D. Material Reproduction

The Academy will provide the teacher with copies of any materials in his/her file upon request.

### ARTICLE XIII - MENTOR TEACHERS

Each bargaining unit member in his/her first year in the classroom shall be assigned a mentor teacher, as required by Michigan law. Provided a tenured mentor teacher is available within the bargaining unit, the mentor teacher shall be paid a \$500 stipend per teacher mentored. The stipend shall be paid in the first payroll in June. The mentor teacher will be available to provide professional support, instruction and guidance. Participation as a mentor shall be on a volunteer basis. Teachers who are willing to serve as mentors shall make this known to the Superintendent. The Academy shall notify the Association when a mentor teacher is matched with a bargaining unit mentee. The mentee shall be assigned to one mentor teacher at a time. The mentor teacher assignment shall be subject to review after 90 working days. The appointment may be renewed in succeeding years. Should no teacher volunteer to be a mentor, the Academy may assign a teacher outside the bargaining unit to act as a mentor.

The Academy and the Association recognize the efficacy of the mentoring process will be undermined if the mentor and mentee do not trust one another. Accordingly, unless there is no reasonable option: neither the mentor teacher nor the mentee shall be permitted to participate in the evaluation of the other; and, neither the mentor teacher nor the mentee shall be called as a witness against the other, except in cases of alleged misconduct.

Prior to acceptance of a student/intern teacher, the teacher has the right to a meeting with the prospective student/intern teacher and the opportunity to accept or decline the student/intern teacher. The supervising teacher shall have the right to accept an honorarium or other compensation as may be offered to the supervising teacher by the institution placing the student/intern.

#### ARTICLE XIV - WAGE CONTROL SAVINGS CLAUSE

In the event mandatory wage controls are enacted or promulgated by the federal government, the Academy agrees to meet the Association to renegotiate only those provisions of this Agreement which become null and void by virtue of any such enactment or promulgation.

#### ARTICLE XV - CONSTRUCTION AND INTERPRETATION OF PROVISIONS CONTRARY TO LAW

If any provision of this Agreement is found to be contrary to federal or Michigan law, then said provision shall be deemed invalid except to the extent permitted by law, but all other provisions shall continue in full force and effect.

#### ARTICLE XVI - MISCELLANEOUS

##### A. Individual Contract

The Board will issue individual employment contracts to teachers no later than 20 days after the ratification of this Agreement, which will not be inconsistent with this Agreement.

##### B. Telephone

A telephone will be made available for all staff members for use on official school business.

##### C. Emergency Notification

Notification of a necessary cancelation of school shall be done as soon as is reasonably possible. Every effort will be made to attempt to provide notification of school closing no later than 6:00 a.m. The administrator or designee will initiate the phone tree as soon as the decision to cancel is made.



D. Record Books

Record books administered by individual teachers shall be made available to those teachers for reference upon written request.

E. Calamity Days

Calamity days are school closings because of conditions not within the control of school authorities, for example inclement weather, fires, epidemics, mechanical breakdowns or health conditions. Whenever calamity days occur, bargaining unit members shall not be required to report of work, and shall be compensated for a full day's pay. In the event instructional hours must be made up at another time in order to receive full state funding, the hours will be rescheduled, and the employees will work the hours without additional compensation.

F. Personal Property Insurance

The Academy shall carry sufficient insurance to cover the replacement cost of any personal property damaged or destroyed as the result of an act of assault upon a teacher suffered in the course of his/her employment. In the event a dispute arises between the Academy and its insurance provider based on a claim submitted under this provision by a teacher, the Academy shall pay the teacher for any and all amounts not covered by insurance assuming the Academy believes that the claim submitted by the teacher is in good faith and the personal property was damaged or destroyed as the result of an act of assault upon a teacher suffered in the course of his/her employment.

## ARTICLE XVII - GENERAL

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any mandatory subjects or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this agreement each voluntarily and without qualification waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they

negotiated or signed this Agreement. The board cannot modify, add, or subtract to any of its board policies affecting wages, hours, and working conditions during the life of the agreement.

#### ARTICLE XVIII – DISCIPLINE

Disciplinary action shall be defined as any written reprimand, suspension, discharge or deprivation of any compensation or professional advantage. A teacher shall be entitled to have present a representative of the Association for any disciplinary action. An employee who reasonably believes that an investigatory interview could lead to discipline is entitled to ask for union representation. Whenever a disciplinary action is reduced to writing by the administrator, a copy will be given to the teacher. No teacher shall be issued written reprimand, suspended, demoted, discharged or deprived of any compensation or professional advantage for arbitrary and capricious reasons. All information forming the basis for disciplinary action shall be made available to the teacher and to the Association, with the consent of the teacher, upon request.

#### ARTICLE XIV - TERMINATION CLAUSE

##### A. Term

This Agreement and all its provisions and appendices shall become effective immediately upon ratification the Association and the Academy's Board and shall continue in effect until midnight on June 30, 2024.

##### B. Negotiations

Upon written notice to the other party, on or before February 1 of the year this Agreement expires, either party may request the opening of negotiations for a new collective bargaining agreement. Any negotiations held during the school year shall begin not prior to 3:30 pm unless otherwise agreed upon by both parties.

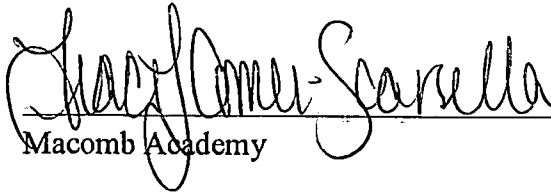
##### C. Notices

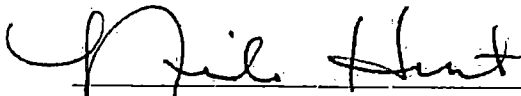
Any notices required hereunder shall be sufficient if mailed by certified mail with return receipt requested or hand delivered.

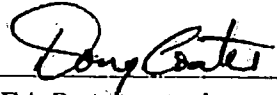
D. Emergency Manager

The Agreement may be modified or rescinded by an Emergency Manager if required by Michigan.

Tentatively agreed to and executed this 31<sup>st</sup> day of July, 2021.

 9.1.21  
Macomb Academy Date

 9.1.21  
Macomb Academy Education Association, Date  
MEA-NEA

 9-1-21  
MEA Representative Date

The parties agree that the COVID 19 Appendix, scheduled to expire at the end of the 2020-21 school year, shall be extended through the 2021-22 school year, except for paragraph B, which shall be removed for the 2021-22 school year.

#### COVID 19 APPENDIX

The following is an appendix agreed to by the parties specifically to address concerns related to the global pandemic associated with the novel coronavirus and COVID 19. Accordingly, for the 2020-21 school year, the parties agree as follows:

- A. If the Academy is conducting classes in a remote/virtual setting because of COVID 19, the Academy will ensure that bargaining unit members have 1 hour within the instructional day for preparation time.
- B. Bargaining unit members will not be expected to conduct COVID health screenings of students.
- C. The Academy will not prohibit bargaining unit members from wearing facial coverings to prevent the transmission of disease.
- D. The Academy will provide masks and disposable gloves for bargaining unit members. Bargaining unit members may also wear masks they have purchased individually. If a bargaining unit member desires additional personal protection equipment, they will discuss the matter with Academy administration.
- E. If the Academy is conducting classes in a remote/virtual setting because of COVID 19 and bargaining unit members are expected to participate remotely, the Academy will ensure that unit members have access to a computer with a camera in order to complete their work. If bargaining unit members are able to work from home in such remote/virtual setting, but do not have internet access at their home (or insufficient internet access), they will be able to come into the Academy's building to use the Academy's internet/wifi
- F. Bargaining unit members that must take leave from work because they have COVID 19 or because they or a family member are ordered to quarantine because of COVID 19 exposure or symptoms may access their 20 days of paid Disability Leave under Article XI.B. even if such leave has been accessed within the past two years. Bargaining unit members may only access such

leave based on medical necessity and only after exhausting leave granted under the federal Families First Coronavirus Response Act and other contractual paid leave.

- G. The parties agree that unforeseen issues may arise during the 2020-21 school year relative to the COVID 19 pandemic and its effect on the wages, hours, and working conditions of bargaining unit members. Accordingly, the parties agree to meet and confer in good faith during the term of this agreement should such changes be necessary.

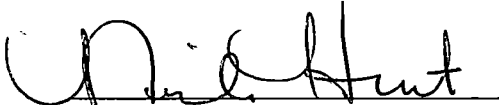
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MACOMB ACADEMY (Academy)  
AND  
MACOMB ACADEMY EDUCATION ASSOCIATION MEA/NEA (Union)

In recognition of the Academy's need to attract and hire more teachers in a currently limited and highly competitive market, the Parties agree and the Union acknowledges as follows:

1. Teacher placement includes the Academy's ability to place a newly hired teacher on a tier of the salary scale based upon the Academy's determination that the newly hired teacher's prior experience and years of service are equivalent as the years of service at the Academy otherwise necessary for that tier provided such placement does not result in an Academy teacher with the same years of service at the Academy being or remaining on a lower tier than the newly hired teacher. The Academy may avoid such a result by making any necessary adjustments regardless of years of service at the Academy.

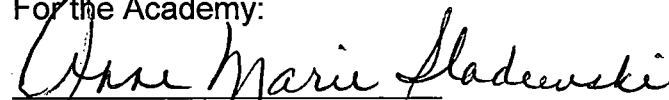
2. This MOU shall expire at the end of the Academy's 2021/2022 school year if requested by a party in a writing to the other party before the expiration of said year.

For the Union by its president:

  
\_\_\_\_\_  
Nicole Hunt

Date: 8-16-21

For the Academy:

  
\_\_\_\_\_  
Anne-Marie Sladewski

Date: 8-16-2021

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MACOMB ACADEMY (Academy)  
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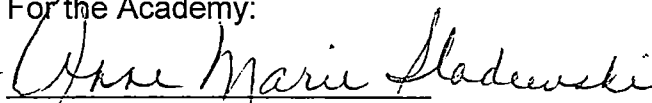
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For the Union by its president:

  
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Nicole Hunt

Date: 8-16-21

For the Academy:

  
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