

7/14 - Present: Amanda Carter Jannine Galba  
Jodi Cox melissa Gray  
Bernadette Crowley Mark Middlewood

all approved

This Agreement is entered into by and between Macomb Academy (the Academy) and the Macomb Academy Education Association, MEA/NEA (the Association) on July \_\_\_\_\_, 2014.

**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. The Association is and agrees to be responsible for collecting dues directly from members.**

**D. 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 or membership in, or Association with, the activities of the Association or any other teacher organization.

THE UNIVERSITY OF CHICAGO  
DEPARTMENT OF CHEMISTRY  
PHYSICAL CHEMISTRY

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**B. Association's Responsibility**

The Association will admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, age, or marital status and will, as required by law, represent equally 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; the right to change wages, hours, and working conditions; 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 Association's office located at 38550 Garfield in Clinton Township, Michigan, 48038, or in individual teacher's classrooms during lunch.

**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 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 II 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 - EVALUATIONS AND 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.

## 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' work-loads.

### B. Instructional (Assigned) Time

Teachers shall be assigned 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.

### 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 period subject to other provisions of this Agreement. Any adjustments in breaks, lunch periods, etc., will be discussed with the Association prior to implementation.

### 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.

## ARTICLE IX - COMPENSATION

### A. Salary Schedule

1. Teachers will continue to be placed at the appropriate Tier based upon years of service with the Academy upon ratification of this Agreement for the 2014-15 through 2016-17 school years. While tiers are based on years of service with the Academy, 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.

Tier 1 - \$35,000.00

Tier 2- \$40,500.00 (for years 2 through 3 with Academy)

Tier 3 - \$43,000.00 (for years 4-5 with Academy)

Tier 4 - \$45,500.00 (for years 6-7 with Academy)

Tier 5-\$48,000.00 (for 8 or more years with Academy)

Teachers on Tiers 1 through 4 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 5 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.

The Academy and the Association agree that, due to uncertainty in funding for public education and notwithstanding Article XVIII of this Agreement, either party may, upon request, reopen this Agreement only with respect to wages for the 2016-17 school year upon the occurrence of certain prerequisites. In the case of the Association, it may choose to reopen this Agreement in relation to wages for the 2016-17 school year if the level of per pupil state funding for the 2016-17 school is no less than \$200 per pupil higher than it was for the 2014-15 school year. In the case of the Academy, it may choose to reopen this Agreement in relation to wages for the 2016-17 school year if the level of per pupil funding is reduced for 2015-16 or 2016-17 school years. Even if the necessary prerequisites are met and either party selects to reopen the Agreement for wages for the 2016-17 school year, wages will remain at the level agreed to in this Agreement until the parties are able to come to agreement on the reopened wages.

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 calculated by dividing the teacher's annual salary by 182 days (per diem) or 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.
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 (1) lump sum in the twenty-first pay period.
3. Electronic deposits of teacher pay may be implemented by the Academy. 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 - INSURANCE/BENEFITS**

For each benefit year, the Academy will present a legally compliant plan to the Association pursuant to which teachers may purchase a health insurance plan with benefits, which will not be different than the plan offered to other Academy employees.

**ARTICLE XI – 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 XII - LEAVES OF ABSENCE**

**A. Sick Leave**

Each school year, the Academy will grant each teacher eight paid sick days, i.e., days for personnel illness or the illness of a parent, spouse or child. The Academy will compensate teachers for unused sick 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.

**B. Personal Business Leave**

Each school year, the Academy will grant each teacher two personal business days, i.e., days for personal business that must be conducted on and during a school calendar day. The District will compensate teachers for unused personal business days at the end of each school year at a rate equal to 50% the teacher's per diem rate unless teacher indicates the desire to roll over some or all such personal days to the next year.

**C. 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.

**D. 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, 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.

**E. 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

**F. 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

**G. Absences from Duty**

Teachers will, as in the past, be responsible for arranging the attendance of an authorized substitute teacher when they will be absent.

**H. Childcare Leaves**

Upon the conclusion of disability leave in connection with child bearing as provided paragraph C 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.

**ARTICLE XIII - 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 XIV - MENTOR TEACHERS**

Each bargaining unit member in his/her first year in the classroom shall be assigned a mentor teacher, provided a mentor teacher is available. 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. A mentor teacher shall be assigned do only one mentee 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 to act as a mentor, if required by law or this Agreement.

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.

#### **ARTICLE XV - 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 XVI - 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 XVII - 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**

The emergency notification policy/practices will remain the same as they have been in previous school years.

**D. Record Books**

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

**E. Snow Day**

Should a closing(s), because of conditions not within the control of school authorities, require the scheduling of an additional day(s) of student instruction to meet State Law, teachers shall work those days, rescheduled, 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 VIII - 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.

**ARTICLE XIX - 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, 2017.

**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.


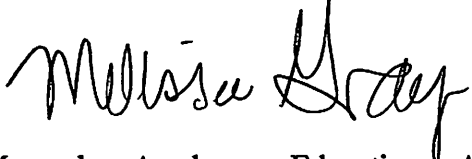

**C. Notices**

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.

Ratified and executed this 14 day of ~~June~~ <sup>July</sup>, 2014.

 Macomb Academy	8/13/14 Date
 Macomb Academy Education Association MEA-NEA	7-14-14 Date
 MEA Representative	7/14/14 Date