

**TENTATIVE AGREEMENT  
MACOMB ACADEMY AND MACOMB ACADEMY JOB COACHES**

This Agreement is entered into by and between Macomb Academy (the Academy) and the Macomb Academy Job Coaches ("Association") on 27<sup>th</sup> day of October, 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 Job Coaches. Excluding: Supervisors, executives, substitutes, and all others.

**B. Definitions**

1. The word "school" includes the Academy and any off-site work location related to the Academy. The word "teacher" means certificated individuals that are members of the Macomb Academy Education Association.
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
4. "Job Coaches" are Academy employees that assist and guide students in off-campus employment training.
5. "Summer employment" is an extra assignment outside of the regular academic year.
6. "Discipline" is considered to be any action by the Academy that results in a written reprimand, demotion, or loss in pay or status.

**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 bargaining unit member or group of bargaining unit members during the life of this contract. Should any bargaining unit member be

found guilty of such actions by the Academy or any state or federal agency or court, such bargaining unit member 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 labor 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, 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 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 changes to the building result in the elimination of the current posting location, 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 (when applicable). Such meetings shall be at the Association's office located at 38550 Garfield Road, Suite B, Clinton Township, Michigan 48038.

**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. Bargaining Unit Member Representation**

No officer, executive board member, delegate, representative or agent of any organization other than the Association shall represent any bargaining unit member. The bargaining unit member may represent himself/herself if he or she so 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 work responsibilities, 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 member(s) of the bargaining unit.
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 bargaining unit member 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 bargaining unit member accompanied by the Association representative;
    - b) by the Association representative, if the bargaining unit member so requests;
    - c) by a bargaining unit member 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 bargaining unit member, 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. 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. Evaluation**

1. Job Coaches will be evaluated on a yearly basis.
2. Job Coaches will be observed both formally and informally throughout the year.
3. Each Job Coach will be formally observed no less than twice in each given school year and there should be at least a period of one calendar month between formal observations.
4. Formal observations will be no less than 30 minutes in length and the evaluator will notify the Job Coach of a formal observation no less than one week in advance.
5. There will be a post-observation meeting between the evaluator and the job coach where the evaluator will discuss with the job coach the strengths and weaknesses observed, and notify the job coach of deficiencies in their performance in order to provide the job coach the ability to correct any perceived deficiencies.

6. All job coaches will receive a year-end evaluation. All evaluations shall be based, at least in part, on multiple observations of job coaches by their evaluator(s). Evaluations may include material from both formal and non-formal observations.
7. Evaluators will have a post evaluation meeting between the evaluator and the job coach where the evaluator will discuss with the job coach the strengths and weaknesses observed throughout the year.

## **B. 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 bargaining unit member who draws the highest number (1 shall be the highest number) shall have the highest seniority, followed by the bargaining unit member 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 job coach who is transferred to or hired into an position outside of the bargaining unit shall not be considered a member of the bargaining unit but may retain their bargaining unit seniority while in the position outside of the bargaining unit for a period of not more than five (5) years. In the event that a bargaining unit member has served in a position outside of the bargaining unit and the position served in later becomes part of the unit, the bargaining unit member's time previously served in the newly acquired position will be added to the member's seniority in the bargaining unit.



## **ARTICLE VII - CALENDAR**

The parties have agreed to follow the Macomb County Common Calendar.

## **ARTICLE VIII - WORKING CONDITIONS**

### **A. Discipline**

The Academy will notify a job coach in advance when a meeting may result in discipline and allow the job coach to have union representation at the meeting.

When discipline is issued, job coaches will be notified of the claim or charge being made against them and be given an opportunity to respond.

### **B. Student Assignments**

Prior to the assignment of students to job site locations, job coaches will be provided a form to provide comments and feedback related to what the job coaches believe are, or are not, the best assignments for the students based on each student's needs, abilities, and prior job experiences as known by the job coach. These comments and feedback will be considered by the Academy's administration in their meetings relative to student job assignments.

### **C. Work Day**

A full work day for Job Coaches begins at 8:30 am and ends at 3:30 pm. On one day per week, the work day for Job Coaches will be extended by 30 minutes – either before or after the standard work day – to serve as a paid record-keeping time and will be free of student responsibilities. In order for job coaches to prepare reports and student records at the end of each marking period, administration will provide job coaches with 3.5 hours of student free, on campus work time each marking period. Timing and days will be determined by administration after discussion with job coaches.

Job Coaches will keep their time through the Academy's time clock system. Job Coaches will be paid 1.5 times normal pay for any hours worked over 40 hours actually worked in a given work week (Sunday to Saturday) consistent with the federal Fair Labor Standards Act (FLSA). Time will be calculated on the time clock in 6 minute increments. The parties agree that they will reopen this contract (consistent with the reopener clause in Article IX) in order to agree to a duty-free lunch period for the 2015-16 school year. The parties have, at the time of ratification, begun working on how to facilitate this arrangement and will do so, in committee, throughout the 2014-15 school year, with input from others, until a viable solution to provide duty-free lunch can be accommodated.

D. Extra Activities

The Academy acknowledges that it holds activities outside of the regular school day (these activities currently consist of 3 school dances per year). As has been its practice, the Academy will seek bargaining unit members to chaperone these dances. Chaperoning duties will not be considered mandatory. As such duties are voluntary, bargaining unit members will not be paid for those chaperoning duties, nor will bargaining unit members be viewed unfavorably or have their employment be negatively affected in any way for failing to volunteer for such duties.

**ARTICLE IX – SALARY AND BENEFITS**

A. Salary Schedule

1. Job Coaches will be placed at the appropriate Tier based upon years of service with the Academy upon ratification of this Agreement.

**For the 2014-15 school year, the salary schedule shall be as follows:**

Tier 1 - \$11.03 per hour

Tier 2- \$11.36 per hour (for years 2 through 3 with Academy)

Tier 3 - \$11.81 per hour (for years 4-5 with Academy)

Tier 4 - \$12.26 per hour (for years 6-7 with Academy)

Tier 5-\$13.66 (for 8 or more years with Academy)

**For the 2015-16 school year, the salary schedule shall be as follows:**

Tier 1 - \$11.36 per hour

Tier 2- \$11.81 per hour (for years 2 through 3 with Academy)

Tier 3 - \$12.26 per hour (for years 4-5 with Academy)

Tier 4 - \$12.61 per hour (for years 6-7 with Academy)

Tier 5-\$13.86 (for 8 or more years with Academy)

**For the 2016-17 school year, the salary schedule shall be as follows:**

Tier 1 - \$11.36 per hour

Tier 2- \$11.91 per hour (for years 2 through 3 with Academy)

Tier 3 - \$12.36 per hour (for years 4-5 with Academy)

Tier 4 - \$12.71 per hour (for years 6-7 with Academy)

Tier 5-\$13.96 (for 8 or more years with Academy)

In addition, upon the ratification of this agreement, each member of the bargaining unit will receive a signing bonus based on their current position on the tiers outlined above. The signing bonuses shall be as follows: Tier 1 - \$100; Tier 2 - \$130; Tier 3 - \$175; Tier 4- \$220; Tier 5 - \$300.

Job coaches will move to the next pay tier, when appropriate, at the anniversary of their job hire date, normally the first day of work with Macomb Academy. Severance of employment with the Academy will sever the hire date, to be re-set upon re-hire. The hire date remains intact during the course of any paid or unpaid Academy approved leave of absence.

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.

#### B. Pay Plan

1. Electronic deposits of Job Coach's pay may be implemented by the Academy. It would then be the responsibility of the Job Coach to provide the appropriate information to the Academy. Checks issued in late June, July and August will be mailed to the Job Coaches' address on file in the Academy's office. Where the summer address of the bargaining unit member is different from the one on file, the member will provide the Board office with self-addressed envelopes on or before June 30 of each year for issuance of the noted checks.

#### C. Travel and Damages Reimbursement

1. Job Coaches will be reimbursed the maximum IRS per mile rate for travel when transporting students from the Academy to job sites.

2. 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 job coach occurring in the course of his/her employment so long as the damage does not result from the job coach's own negligence. In the event a dispute arises between the Academy and its insurance provider based on a claim submitted under this provision by a job coach, the Academy shall pay the job coach for any and all amounts not covered by insurance assuming the Academy believes that the claim submitted by the job coach is in good faith and the personal property was damaged or destroyed as the result of an act of assault upon a job coach occurring in the course of his/her employment and was not the result of the job coach's own negligence.

### **ARTICLE X – INSURANCE BENEFITS**

#### **A. Health Insurance**

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

#### **B. Automobile and Liability Insurance**

The Academy will provide full auto insurance liability coverage for Job Coaches while using their own vehicle during working hours to transport students. The insurance policy carried by the Academy will provide for full-coverage no fault automobile insurance – including standard collision coverage, along with damage, liability, and other coverage (first party benefits, and third party or uninsured motorist liability coverage) provided for under the Michigan No Fault Law with a liability limit of \$1,000,000.

The Academy will cover any deductible associated with its policy.

To effectuate this coverage, each job coach will sign a lease agreement with the Academy. Through this agreement, each job coach will lease their vehicle to the Academy during business hours.

### **ARTICLE XI - LEAVES OF ABSENCE**

#### **A. Sick/Personal Leave**

Each school year, the Academy will grant each bargaining unit member a total of eight paid leave days, i.e., days for personnel illness or the illness of a parent, spouse or child,

and/or days for personal business that must be conducted on and during a school calendar day.

**B. Disability Leave**

The Academy will, no more than once every two school years (pursuant to the FMLA calendar used by the Academy), grant up to 20 days of paid leave concurrent with an approved FMLA leave, including intermittent leave. These paid days will only be granted after the individual has expended all of their contractual leave days.

**D. Bereavement**

Each school year, the Academy will grant each bargaining unit member up to three bereavement days for the death of a grandparent, parent (including a current father or mother-in-law), spouse, child (including current son or 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.

**E. Jury Duty**

A bargaining unit member 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 bargaining unit member 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 member or the Association; or, to criminal cases in which the member is the defendant

**G. 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 bargaining unit member for the purpose of childcare at the discretion of the Academy. Said leave shall commence upon the request of the member and approval by the Academy and extend for a duration of up to six months. The member 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 XII - PERSONNEL RECORDS**

### **A. Right to Review Personnel Records**

The right of a bargaining unit member 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 bargaining unit members' request, accompany the member 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 bargaining unit member 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 member. Notice will be provided by electronic mail or first class mail to the member's last known address.

### **D. Material Reproduction**

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

## **ARTICLE XIII - 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 XIV - 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 XV - MISCELLANEOUS

### A. Part-Time Employment and Benefits

While Macomb Academy has no obligation to provide or facilitate the opportunity for part-time employment, in the event that it does, the employer may pro-rate any of the benefits in this agreement or grant the same status to part-time job coaches with regards to wages and benefits as it does for full-time employees. In any case, the employer's application of proration must be consistently applied with all Association members.

### B. Individual Contract

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

### B. Emergency Notification

Job Coaches will be notified of emergency closing of the Academy through the free system offered by WXYZ Detroit. Signing up for this system will result in Job Coaches being notified by email or text message when the Academy is closed due to an emergency or inclement weather. Job Coaches can sign up for these notifications at <http://bit.ly/WXYZalerts>.

### C. Snow Day

Should a closing(s) because of conditions not within the control of school authorities occur, Job Coaches will be paid their per diem rate for that day without the necessity of performing job duties. However, should the Academy be required to the schedule an additional day(s) of student instruction to meet State Law as a result of such closing(s), Job Coaches will work those make-up days without additional compensation.

## ARTICLE XVI - 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 acknowledge that they have no further need or duty to bargain over the terms and conditions of employment except as required under the Michigan Public Employment Relations Act or the decisions of the Michigan Employment Relations Commission made thereunder.

**ARTICLE XIX - TERMINATION CLAUSE**

**A. Term**

This Agreement and all its provisions and appendices, shall become effective immediately upon ratification by 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 \_\_\_\_\_ day of ~~September~~, 2014.

October 27, 2014

*(A.W.)* *(E.H.)*

*(Signature)*

Macomb Academy

11/19/14

Date

*Elaine Hankins*

Macomb Academy Job Coaches

11-17-14

Date

*Farrah Lynn*

MEA Representative

11-17-14

Date