

**MASTER AGREEMENT**

**BETWEEN**

**THE MILAN AREA SCHOOL DISTRICT**

**AND**

**THE MILAN EDUCATION ASSOCIATION**

**2024-2025**

# TABLE OF CONTENTS

<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
PREAMBLE	2
1 RECOGNITION	3
2 BOARD RESPONSIBILITIES AND RIGHTS	4
3 ASSOCIATION RIGHTS, RESPONSIBILITIES. AND PAYROLL DEDUCTIONS	6
4 TEACHER SENIORITY	8
5 COMPENSATION	9
Basic Salary	10
Additional Salary	10
Fringe Benefits	12
Extra Duty Assignments	14
6 QUALIFICATIONS	21
7 WORKING CONDITIONS	21
Calendar	22
Teaching Hours	22
Class Size	24
Student Overage Request Form	26
Assignment	27
Job Sharing	28
Transfer	30
8 TEACHER EVALUATION	31
9 STUDENT DISCIPLINE AND TEACHER PROTECTION	32
10 NEGOTIATION PROCEDURES	33
11 LEAVES OF ABSENCE	33
Sick Leave	33
Teacher Sick Leave Bank	34
Personal Business Leave	36
Leaves Without Pay	38
12 GRIEVANCE PROCEDURE	40
13 STUDENT TEACHERS	43
14 LAYOFF AND RECALL	43
15 COMPLETION OF AGREEMENT	46
16 EMERGENCY MANAGER	47
17 TERMINATION OF CONTRACT	47
APPENDIX A - CALENDAR	48
APPENDIX B - GRIEVANCE FORM	49
APPENDIX C - PROFESSIONAL STAFF PERFORMANCE EVALUATION POLICY	52
APPENDIX D - PROFESSIONAL STAFF PLACEMENT POLICY	54

## **PREAMBLE**

This Agreement entered into September 25, 2024 by and between the Board of Education of the Milan Area Schools of Milan, Michigan, hereinafter called the "Board" and the Milan Education Association hereinafter called the "Association".

WHEREAS, the Board has a statutory obligation, pursuant to the Michigan Public Employment Relations Act, MCL 423.201 et seq., to negotiate with the Association with respect to hours, wages, terms and conditions of employment of teachers; the parties, through negotiations in good faith, have reached understanding on all such matters and desire to execute this contract covering such agreement.

This Agreement is the complete agreement between the parties and shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement

A copy of this agreement will be available on the District's Budget and Salary / Compensation Transparency Reporting web page. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to PA 100, PA 101, PA 103, PERA, the Revised School Code, the Tenure Act, or any other state or federal law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

# **ARTICLE 1**

## **RECOGNITION**

The Board hereby recognizes the Association as the sole and exclusive collective bargaining representative for the purpose as defined in the Michigan Public Employment Relations Act, MCL 423.201 et seq., as amended, for the life of this Agreement for all certified Personnel, under contract, including teachers, school psychologists, speech and language pathologists, behavior interventionists, counselors and school social workers, but excluding from said unit all per diem appointment or substitute teachers and supervisory and/or executive personnel such as, but not necessarily limited to the following: Superintendent, Assistant Superintendent, Directors, Principals, Assistant Principals, Deans, Curriculum Coordinator, GSRP teachers, Preschool teachers, Adult/Community Education teachers, and any individual employed in extra duty / extra pay positions who does not also hold a professional position within the bargaining unit.

The term "Teacher" when hereinafter used in this Agreement, shall refer to all employees represented by the Association as above described.

The term "Board" shall include its officers and agents.

The term "Parties" when hereinafter used in this Agreement shall refer to the "Board" and the "Association".

## ARTICLE 2

### **BOARD RESPONSIBILITIES AND RIGHTS**

- A. There is reserved to the Board all rights, powers, responsibilities, and authority vested in it by the laws and Constitution of Michigan and the United States in effect for the life of this Agreement, including but without limiting the generality of the foregoing, the right:
  - 1. To the executive management and administrative control of the system and its properties and facilities.
  - 2. To hire all employees and, subject to the provisions of law, to determine their qualifications.
  - 3. To establish grade levels and courses of instruction, including special programs and to provide athletic, recreational, and social events for students all deemed necessary and advisable by the Board.
- B. The Board has the responsibility to make every reasonable effort to provide substitute teachers for absent employees.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
- D. The Board may require a teacher to submit to a physical or mental examination at Board expense, by a licensed physician mutually acceptable to both the teacher and the Board.
- E. The Board will attempt to prevent the involvement of children in Association/Board controversies.
- F. It is further recognized that the Board, in meeting such responsibilities and in exercising its powers and rights, acts through its administrative staff. The Board of Education recognizes its obligations to the employees as set forth under the Michigan Public Employment Relations Act. It is agreed that the Board retains the responsibility, among others, for establishing and equitably enforcing rules and personnel policies.
- G. The Board agrees that it shall not discriminate against any teacher on the basis of membership or lack of membership, or participation in the activities of the Association or any other teacher organization, nor to discriminate against a teacher because of his/her institution of a grievance, complaint, or proceeding under this Agreement.
- H. This Agreement does not limit the Board from participating in cooperative educational or operational programs, including, programs offered by the Washtenaw Intermediate School District (WISD), Virtual Learning Academy Consortium ("VLAC"), the Washtenaw Educational Options Consortium (WEOC), the South and West Washtenaw Consortium (SWWC), or similar to other currently offered programs. The Association may demand to bargain the impact of the District's decision to participate in cooperative educational or operational programs. If the District is unable to hire individuals to provide special education ancillary services, such as Speech and Language Pathologists or School Psychologists, the District may contract with an outside agency to provide these services after providing notice and

consultation with the Association. The District will take reasonable efforts to hire professional staff under this collective bargaining agreement, including posting and recruitment. If the District has exercised due diligence in posting for the vacancy and attempting to fill the vacancy, the District may contract for the services.

## **ARTICLE 3**

### **ASSOCIATION RIGHTS, RESPONSIBILITIES, AND PAYROLL DEDUCTIONS**

- A. It is the responsibility of teachers to comply with the rules, regulations and directions adopted from time to time by the Board, Administration or its representatives. It is understood that this contract shall take precedence over any such rules, regulations and directions where a conflict exists. The Association recognizes that abuses of sick leave or other leaves of absence, chronic tardiness or absence, willful deficiencies in professional performance, violations of this contract reflect adversely upon the teaching profession and create undesirable teaching conditions in the school building. Teacher discipline and reprimands will not be of an arbitrary and capricious nature, and such discipline will be of a progressive nature unless the nature of the offense warrants otherwise. A teacher shall be entitled, at his/her request, to have a representative of the Association present when he/she is being reprimanded for any of the above violations, abuses, or deficiencies. When the teacher requests representation in accordance with the above, no further action shall be taken with respect to the teacher until the Association representative is present. The Association agrees to make available a representative of the Association within twenty-four (24) hours of any request arising from this provision, and further recognizes that compliance with this provision shall not prevent immediate action where the situation warrants same.
- B. The Association agrees that it shall represent equally all teachers without regard to membership or lack of membership or participation in or association with the activities of any other teacher organization.
- C. The Association is hereby granted the right to use school premises for its business meetings after obtaining prior approval of the principal of the school where the meeting is to be held and providing it pay overtime costs that may be incurred by the Board. The Association may use the District email system, mail service and teacher mailboxes for its business and social events announcements. It is understood by the Association that there is no guarantee of privacy when using the above mentioned communication systems. The Association may post its notices on a portion of the bulletin boards in the building faculty rooms.
- D. Upon written request the Board agrees to provide all public information to the Association that is available concerning the financial resources of the district, tentative budgetary requirements and proposed changes in millage and bond programs prior to general publication. It is also agreed that the Association may have access to information which may be necessary to the Association to process any grievance or complaint, based upon an alleged violation of this agreement. It is understood that all original records will remain in the Superintendent's office when being used by the Association. Access will be granted during normal office hours or at such time as may be mutually agreed upon.
- E. While community issues may be discussed appropriately in Civics and Government classes, the Association will attempt to prevent the involvement of children in Association/Board controversies.
- F. In an effort to improve communication, with the goal of enhanced student learning, educators are encouraged to dialogue with administration in person, through electronic means, or through their building representative.

- G. The Board agrees to make voluntary payroll deductions for plans approved by the Board, including for Association dues, upon individual written authorization, from the salaries of teachers. The Board shall establish procedures for these payroll deductions. The Board shall deduct Association dues from a teacher's wages if the teacher submits to the Superintendent or designee written consent to the deduction of Association dues from the teacher's wages consistent with the Payment of Wages and Fringe Benefits Act. The Board may immediately cease Association dues deduction for a teacher if the teacher provides written notice to the Superintendent or designee that the employee is withdrawing consent for the Association dues deductions. The Association agrees to provide the District a minimum of 60 calendar days notice when implementing the initial start-up of payroll Association dues deduction as an option for bargaining unit members. In the event of any action against the Board brought in a court or administrative agency because it complied with the collection of Association dues, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
1. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires.
  2. The Board cooperates with the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
  3. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

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

- H. Teachers shall not be expected to transport students in their personal vehicles.



## ARTICLE 4

### **TEACHER SENIORITY**

- A. Seniority is defined as the length of unbroken service within the Association and shall be computed from the teacher's first day of work following their most recent Board approval. All teachers shall be ranked on the list in the order of their first day of work, as defined above. When more than one teacher has the same first day of work, all individuals with the same first day of work will be included in a drawing to determine placement, within the group, on the seniority list. The Association President will be notified in writing of the date, place, and time of the drawing(s). The drawing(s) shall be open to the Association President, Association Building Representatives, and affected teachers. The drawing will be conducted in the District Office between 4:30 and 5:30 PM on a school day.
- B. All seniority is lost when employment is severed by resignation, retirement, or discharge for cause. If severance of employment is due to layoff, until recall rights expire or are otherwise terminated by the employee, seniority is retained (frozen).
- C. Seniority shall continue to accumulate when bargaining unit employees are on approved unpaid leaves of absence of ninety (90) consecutive work days or less, or for the full duration of a leave of absence due to Military Duty.
- D. The Board shall use the seniority list from the previous school year (inclusive of any new hires that year), to determine any layoffs or recalls prior to October 1 of each school year as prescribed in Article 14 (Layoff and Recall Article).
- E. By September 30 each year, the Board shall prepare a seniority list.
- F. The seniority list will be emailed to the Association President by October 1 of each year. The Association President will email the Superintendent a list of all challenges or requested revisions to the list by November 1 of that same year. Otherwise, the seniority list will be considered final for that school year. The Board and Association will meet to address all challenges or requested revisions by November 15. Should any disagreement remain on November 15 of the school year, the Board and Association shall use the grievance process (through Level IV only) for determination of the final seniority list.

## **ARTICLE 5**

### **COMPENSATION**

#### **A. General provisions**

1. Each teacher will have a Base Salary. New teachers will receive a Base Salary commensurate with their previous teaching experience and educational degree.
2. The Base Salary of an employee shall be shifted from the BA scale to the MA scale upon the completion of his/her first advanced degree in an education related field (master's, specialist's, or doctorate). It is the responsibility of the teacher to notify the Superintendent and submit proof of their degree 2 weeks prior to the first day of school or two weeks prior to the first day of the second semester. Acceptable proof of degree attainment includes a diploma, transcripts listing degree attainment, or an official letter stating the attainment of the degree from the degree granting institution. Official transcripts listing degree attainment or a diploma must be provided to the Superintendent during the semester the teacher received the initial increase. For teachers who submit their paperwork at the beginning of the second semester, this pay will be prorated. Each employee can only recognize one such increase during his/her employment with the Board. A Teacher who is recognized for such a degree at the time his/her initial Base Salary is determined shall be considered to have earned their first advanced degree increase.
3. Teachers may be paid in either 24 or 20 pays by requesting the number of pays they desire. Pay dates will be published to all employees. The decision on the number of pays plan must be made on or before the opening day of school for students, and once selected can be changed during the contract year only with the approval of the administration.
4. Part-time staff will be compensated under the salary schedule based upon the number of days per week or the number of hours per week that they work. It is understood that part-time employment is not an obligation of the Board. Positions that are one teaching hour or less at any level will be paid the prevailing adult education daily rate. If it is necessary for the same person(s) to teach more than an hour before or after their contracted day, that time will be paid according to his/her contract's daily rate. This language does not apply to coordination or administration of programs or drivers education. Part time teachers will have all benefits prorated accordingly.
5. All teachers will use either direct deposit of payroll checks with banks that have electronic transfer capability or an electronic payroll card with a bank selected by the district. In an extreme emergency, with administrative approval, Article 5.A.5 can be waived for a time period determined by the administration at the time the waiver is granted.

## B. Basic Salary

Year	BA	MA
1	\$41,200	\$47,700
2	\$42,230	\$48,925
3	\$42,900	\$49,595
4	\$46,499	\$53,077
5	\$47,326	\$54,021
6	\$47,326	\$54,021
7	\$53,147	\$59,758
8	\$53,827	\$60,522
9	\$53,827	\$60,522
10	\$55,011	\$61,706
11	\$64,233	\$72,480
16	\$70,400	\$76,400

21	\$72,900	\$78,900	Year 16 + 1 longevity	Year 16 + 1 longevity
26	\$74,900	\$80,900	Year 16 + 2 longevities	Year 16 + 2 longevities
31	\$76,900	\$82,900	Year 16 + 3 longevities	Year 16 + 3 longevities
36	\$77,400	\$83,400	Year 16 + 4 longevities	Year 16 + 4 longevities

### NOTES

- Shaded Cells are Guaranteed
- Non Shaded Cells are for 2024-2025 Reference Purposes Only

New hires will be assigned Base Salary Credits equivalent to their years of recognized teaching experience and will receive the corresponding Base Salary. For counselors, school psychologists, speech and language pathologists, behavior interventionists, and social workers, industry experience will be recognized in a similar fashion and they will receive the corresponding Base Salary. The Board will not recognize more than ten (10) years of experience which is equivalent to not assigning more than eleven (11) Base Salary Credits. In an exceptional situation, the Superintendent can consult with the Association to determine if the Association agrees that it is appropriate to grant more than 11 Base Salary Credits.

## C. Additional Salary

1. The Base Salary of an employee shall be increased by \$2,000 upon the completion of his/her second advanced degree in an education related field (master's, specialist's, or doctorate), Career and Technical Education Certification, or National Board Certification including those whose position does not require a teaching certificate (only one \$2,000 increase can be earned). It is the responsibility of the teacher to notify the Superintendent and submit proof of their degree or certification two weeks prior to the first day of school or two weeks prior to the first day of the second semester. Acceptable proof of degree attainment includes a diploma, transcripts listing degree attainment, or an official letter stating the attainment of the degree from the degree granting institution. Official transcripts listing degree attainment or a diploma

must be provided to the Superintendent during the semester the teacher received the initial increase. For teachers who submit their paperwork at the beginning of the second semester, this pay will be prorated. Each employee can only recognize one such increase during his/her employment with the Board. A Teacher who is recognized for such a degree at the time his/her initial Base Salary is determined shall be considered to have earned their second advanced degree increase.

2. The principal may ask a teacher to substitute for another regular teacher during his/her preparation period. If the teacher accepts, he/she will be compensated at the rate of \$10.00 per one-quarter (1/4) hour or any portion thereof. The teacher may elect to substitute compensatory time that may be accumulated and used in minimum of half (1/2) day increments. A half (1/2) day of compensatory time shall be provided for the exchange of 3.5 hours earned. A full day shall require the exchange of 7 hours earned. Compensatory time cannot be used on consecutive school days, after May 31st, the day before or after a holiday, or in conjunction with sick days (without a doctor's note for the sick day(s)), unless approved by the superintendent for a special occasion. Compensatory time not used (or specifically allocated with the building administration's approval for future use within the current school year) by the teacher will be paid out in accordance with the rate defined in this section on the first payroll of December for time accrued between the first day of school and November 30 (inclusive), the first payroll of March for time accrued between December 1 and February 28/29 (inclusive), and the second payroll of June for time accrued between March 1 (inclusive) and the last day of the school year. All time will be paid out on this schedule. No time will be allowed to be carried over.
3. Terminal leave pay (through an employer 403B contribution in accordance with all state laws, federal laws, and Penserv requirements) will be granted to a teacher who retires under the terms of the M.P.S.E.R.S. Law with at least ten (10) years of teaching in Milan Area Schools at the rate of \$60.00 per day to a maximum of \$12,000. These benefits will not be paid to a teacher who resigns from the district to take another teaching job or whose services are otherwise terminated. In the case of death of any teacher during employment, any unused sick leave shall be paid in a lump sum to the teacher's estate at the rate per day and up to the maximum amount established above, regardless of their years of service to the district. In order to qualify for terminal leave pay, a teacher shall notify the Board in writing on or before March 30th that he/she intends to retire at the end of the school year. If an emergency need arises after March 30th, an exception can be approved by the Superintendent/designee. The teacher will notify the Board by completing the "Terminal Leave" form.
4. A teacher who is required to use his/her car in the performance of his/her duties shall be reimbursed at the current IRS rate for each mile traveled. Portal to portal mileage is not eligible for reimbursement. There will be a maximum of one IRS correction per school year.
  - (a) Professional responsibilities will include keeping a daily mileage record unless the teacher has a regular schedule of trips.

- (b) Mileage requests must be made to the Superintendent on a monthly or quarterly basis. Mileage not requested at the end of each quarter will not be reimbursed. Below is the calendar for requesting quarterly mileage reimbursement:

<u>For Mileage Driven Between</u>	<u>Mileage Reimbursement Due Date</u>
July 1 and August 31	September 15
September 1 and November 30	December 15
December 1 and February 28	March 15
March 1 and June 30	June 30

Mileage reimbursement will be paid within one calendar month from the receipt of the mileage request.

5. A teacher, at the middle school or high school, who has their conference period purchased will be compensated 20% of the Year 1 BA salary as defined in Article 4.B. for teaching that additional period for one full year. This compensation will be prorated if the assignment is for less than one full year. The proportion will be determined using the percentage of the teacher's work year the assignment is taught.
6. Expenditure reimbursement requests must be made to the Superintendent on a monthly or quarterly basis. Reimbursements not requested by the end of each quarter will not be reimbursed. Below is the calendar for requesting reimbursements:

<u>For Expenses Between</u>	<u>Reimbursement Request Due Date</u>
July 1 and August 31	September 15
September 1 and November 30	December 15
December 1 and February 28	March 15
March 1 and June 30	June 30

Reimbursement will be paid within one calendar month from the receipt of the reimbursement request.

#### D. Fringe Benefits

1. The Board agrees to provide the following fringe benefits:
  - (a) Upon submission of a written application, the Board agrees to provide each full time employee with health care insurance according to their family status for health care protection. The Board will offer a BCBS product and a BCN product as detailed in the attachment (with rates updated for calendar year 2025). A two week open enrollment period will be established between November 1 and December 15 of each year (for January 1 insurance changes). For each teacher receiving District health insurance, the Board will pay the annual hard-cap amount for individual, two-person, or full family coverage (as applicable) as determined annually by the Michigan Department of Treasury toward the teacher's health insurance illustrative rate cost. If the cost of the District health insurance for a teacher (individual, two-person, or full family coverage as applicable) is less than the Michigan Department of Treasury's hard-cap amount for the applicable coverage level, then the district will cover the total cost of the health

insurance for that teacher. The Board will determine, in its sole discretion, the method for complying with the Michigan Publicly Funded Health Insurance Contribution Act.

Milan Area Schools				
Renewal Date: January 1, 2025	Current 2024 EHIM HRA Funded Plan	Renewal 2025 EHIM HRA Funded Plan	BCN Option 2024 BCN HRA Funded Plan	BCN Option 2025 BCN HMO \$5000 / 20%
Network	BCBS + EHIM	BCBS + EHIM	<b>BCN + BCN HRA</b>	<b>BCN + BCN HRA</b>
Deductible Type	Embedded	Embedded	Embedded	Embedded
Deductible Reset	Calendar Year	Calendar Year	Calendar Year	Calendar Year
Individual Deductible	\$0	\$0	\$0	\$0
Family Deductible	\$0	\$0	\$0	\$0
Coinsurance	10%	10%	<b>20%</b>	<b>20%</b>
Individual Maximum	N/A	N/A	N/A	N/A
Family Maximum	N/A	N/A	N/A	N/A
Deductible + Coinsurance Total				
Individual	\$875	\$875	<b>\$2,475</b>	<b>\$2,475</b>
Family	<b>\$1,350</b>	<b>\$1,350</b>	<b>\$4,950</b>	<b>\$4,950</b>
Total Out of Pocket	Total Out of Pocket	Ded., Coins. & Copays	Ded., Coins. & Copays	Ded., Coins. & Copays
Individual Maximum	\$875	\$875	<b>\$2,475</b>	<b>\$2,475</b>
Family Maximum	<b>\$1,350</b>	<b>\$1,350</b>	<b>\$4,950</b>	<b>\$4,950</b>
PCP / Spec. / Chiro. Copays	\$20 / \$20 / \$0	\$20 / \$20 / \$0	<b>\$20 / \$40 / \$40</b>	<b>\$20 / \$40 / \$40</b>
Virtual Visit	\$20	\$20	\$20	\$20
Urgent Care	\$20	\$20	<b>\$50</b>	<b>\$50</b>
Emergency Room	\$50, waived if admitted or injury	\$50, waived if admitted or injury	<b>\$250, waived if admitted</b>	<b>\$250, waived if admitted</b>
# of Chiro Visits (per year)	24 Visits	24 Visits	<b>30 Visits</b>	<b>30 Visits</b>
# of PT / OT Visits (per year)	Combined Max. of 60 visits	Combined Max. of 60 visits	Combined Max. of 60 visits	Combined Max. of 60 visits
Lab & Pathology Services	Member pays 10%	Member pays 10%	<b>Covered</b>	<b>Covered</b>
Diagnostic Tests & X-Rays	Member pays 10%	Member pays 10%	<b>Member pays 20%</b>	<b>Member pays 20%</b>
High Tech Imaging (MRI, CT.)	Member pays 10%	Member pays 10%	<b>\$150 Copay</b>	<b>\$150 Copay</b>
Hospital Stay	Member pays 10%	Member pays 10%	<b>Member pays 20%</b>	<b>Member pays 20%</b>
Rx Formulary	Clinical	Clinical	<b>Custom</b>	<b>Custom</b>
Non-Specialty Rx <sup>(1)</sup>	\$10	\$10	<b>\$4 / \$15 / \$40 / \$80</b>	<b>\$4 / \$15 / \$40 / \$80</b>
Specialty Rx <sup>(2)</sup>	\$10	\$10	<b>20%(max \$200) / 20%(max \$300)</b>	<b>20%(max \$200) / 20%(max \$300)</b>
90 Day Supply / Mail Order <sup>(3)</sup>	\$10	\$10	<b>3x copay, less \$10</b>	<b>3x copay, less \$10</b>
Total Enrolled: 118	Illustrative Medical + HRA	Illustrative Medical + HRA	Illustrative Medical + HRA	Illustrative Medical + HRA
44 Single	\$771.63	\$902.60	\$593.51	\$705.21
17 Two Person	\$1,851.92	\$2,166.23	\$1,424.43	\$1,892.52
57 Family	\$2,314.90	\$2,707.79	\$1,780.54	\$2,115.65
<b>Hard Cap</b>	2024 Monthly Hard Cap	2025 Monthly Hard Cap	2024 Monthly Hard Cap	2025 Monthly Hard Cap
Single	\$641.90	\$643.19	\$641.90	\$643.19
Two Person	\$1,342.42	\$1,345.11	\$1,342.42	\$1,345.11
Family	\$1,750.65	\$1,754.15	\$1,750.65	\$1,754.15
<b>Over/Under Hard Cap</b>	Over/Under Hard Cap	Over/Under Hard Cap	Over/Under Hard Cap	Over/Under Hard Cap
Single	\$129.73	\$259.41	<b>(\$48.39)</b>	\$62.02
Two Person	\$509.50	\$821.12	\$82.01	\$347.41
Family	\$564.25	\$953.63	\$29.89	\$361.49

<sup>(1)</sup> Preferred generic / non-preferred generic / preferred brand / non-preferred brand <sup>(2)</sup> Preferred specialty / non-preferred specialty <sup>(3)</sup> Specialty medications are not available for a 90 day supply.

**Embedded deductible:** Member cost share limited at the individual level. **Aggregate Deductible:** Member cost share limited at the family level.

Benefit levels illustrated include in-network only. For complete schedule of both in and out of network benefits, please refer to the plan document.

The above information is intended as a benefit summary only. It does not include all of the benefit provisions, limitations and qualifications. If this information conflicts in any way with the contract, the contract will prevail.

- (b) In order to avoid duplicate coverage as provided herein, teachers shall sign a disclaimer on the form provided before the Milan Area Schools will pay their premiums.
- (c) The Milan Area Schools will provide to each teacher receiving hospitalization benefits in item (a) or (b) above with benefits comparable to Delta Plan E 07 (90-90) dental and VSP-2 Vision insurance.
- (d) Dental 50/50 - If a teacher has dental coverage through their spouse, the teacher will be enrolled in a plan comparable to the (50/50) dental group, rather than the Auto-Plus Plan or the EO-7 (90/90) Plan groups.
- (e) (Plan II) Employees not electing health care protection, referred to above, will upon written application, receive coverage comparable to Delta Dental Auto-Plus dental plan. In addition, these employees shall receive group vision care and an intermediate plan, up to full family, and a monthly cash option of fifty dollars (\$50).
- (f) The district will set up a program with the life insurance vendor that will allow members of the bargaining unit to obtain additional life insurance for themselves or their family members. The district is to provide program information and allow payroll deduction for

those employees who choose to participate. None of the cost of the additional insurance will be paid by the district.

(g) The Board agrees to make an insurance agent available to discuss problems with employees.

2. Those teachers who do not elect either plan detailed in D.1.(a)-(e), may elect to have a monthly cash option of \$300/month.
3. Milan Area Schools will pay the premiums subject to the rules of the carrier, to provide \$50,000 of life insurance protection, including AD & D for all full time teachers. As in all other sections of this contract, part time teacher benefits shall be prorated.

#### 4. Long Term Disability Insurance

- (a) The Milan Area Schools will pay premiums for Long Term Disability Insurance for all teachers. The eligibility- waiting period will be ninety (90) consecutive calendar days. Benefits paid will be sixty-six and two-thirds ( $66 \frac{2}{3}$ ) percent of a teacher's salary - based on a maximum annual salary equivalent up to \$90,000 or teacher's actual wage at the time of disability. The Board will select the insurance carrier. Length of employment and/or pre-existing conditions may affect eligibility for LTD coverage. (While the LTD policy in effect ultimately dictates these restrictions, the current LTD policy requires the length of employment required for LTD coverage of pre-existing conditions to be 1 work day beyond 12 months of continuous employment. This restriction is subject to change if the LTD policy is altered.)
- (b) Teachers becoming eligible for Long Term Disability will not be entitled to use sick leave days in lieu of same.
- (c) If a teacher receiving District health insurance begins receiving LTD benefits, the Board will continue to pay the Michigan Department of Treasury's hard-cap portion of the teacher's (applicable coverage level) District health insurance cost for up to a total of twenty-four months (whether consecutively or intermittently) during any five-year period. The teacher will continue to pay the amount of the insurance cost above the Michigan Department of Treasury's applicable coverage level hard-cap.

#### E. Extra Duty Assignments

1. Where percent is used, the amount will be computed using the Year 1 BA salary as defined in Article 5.B.
2. Pay periods will be the same as Article 5.A.3. Year long non-athletic extra duty assignment pay will be split equally over each pay period starting at the employee's appointment to the position and continuing through the employee's last pay date of the contract year. Non-year long non-athletic extra duty assignment (as noted with an asterisk on the extra duty chart) pay will be paid on one (1) pay date upon completion of the assignment. Athletic extra duty assignment pay will be split in the following manner: fall coaches will be paid on six pay dates beginning on first pay date of September, winter coaches will be paid on eight pay dates beginning on first pay date of December, and spring coaches will be paid on six pay dates beginning on first pay date of April.

### 3. Vacancies

- (a) New positions are created through the negotiation process. If an opening occurs on the extra duty schedule, teachers will be notified using the district email “staff” group as soon as the position is posted. Notice of interest should be submitted to the sender of the notification email within seven (7) calendar days of the email notification.
- (b) Positions on the extra duty schedule shall be filled from within the staff, unless no qualified person(s) desire the position(s) in question, in which case the Board may hire a non-staff member. It is understood that a non-staff member may be paid less than the approved amount. No person may coach more than three sports or three seasons during any school year.
4. The positions on the extra duty schedule are for information only and in no way shall be construed to create an obligation on the part of the Board to fill each position. Any percentage can be split amongst multiple employees. Percentages for active teams within a specific sport can be combined and redistributed amongst multiple employees. The split must be approved by the Varsity Coach and the Athletic Director. The new split must be reported to the Superintendent two weeks prior to the first pay date of the sport’s season. Extra Duty years of service will increase 1 year for each year served in the position. The following language is included for archival reference only: In 2021-2022, extra duty staff will be paid the Year 1 percentage if they have previously served in the position for 1 or 2 years. In 2021-2022, extra duty staff will be paid the Year 3 percentage if they have previously served in the position for 3 or more years. Starting in 2022-2023, years of service will increase 1 year for each year served in the position. Years of service will increase from 1 or 3 years of service as credited in the 2021-2022 school year.

<b>EXTRA DUTY SCHEDULE</b>					
	YEAR 1	YEAR 3	YEAR 5	YEAR 10	YEAR 15
	PERCENT	PERCENT	PERCENT	PERCENT	PERCENT
<b>ATHLETICS</b>					
FOOTBALL					
FOOTBALL - V HC	16.5	17	17.5	18	18.5
FOOTBALL - V OC	10	10.5	11	11.5	12
FOOTBALL - V DC	10	10.5	11	11.5	12
FOOTBALL - JV HC	10	10.5	11	11.5	12
FOOTBALL - JV OC	7.5	8	8.5	9	9.5
FOOTBALL - JV DC	7.5	8	8.5	9	9.5
FOOTBALL - AST	7.5	8	8.5	9	9.5
FOOTBALL - MS	7.5	8	8.5	9	9.5
FOOTBALL - MS	7.5	8	8.5	9	9.5



FOOTBALL - MS	7.5	8	8.5	9	9.5
BASKETBALL BOYS					
BASKETBALL - V HC	16.5	17	17.5	18	18.5
BASKETBALL - JV HC	10	10.5	11	11.5	12
BASKETBALL - FROSH/AST	7.5	8	8.5	9	9.5
BASKETBALL - MS BOYS 7TH	5	5.5	6	6.5	7
BASKETBALL - MS BOYS 8TH	5	5.5	6	6.5	7
BASKETBALL - ASSISTANT	7.5	8	8.5	9	9.5
BASKETBALL GIRLS					
BASKETBALL - V HC	16.5	17	17.5	18	18.5
BASKETBALL - JV HC	10	10.5	11	11.5	12
BASKETBALL - FROSH/AST	7.5	8	8.5	9	9.5
BASKETBALL - MS GIRLS 7TH	5	5.5	6	6.5	7
BASKETBALL - MS GIRLS 8TH	5	5.5	6	6.5	7
BASKETBALL - ASSISTANT	7.5	8	8.5	9	9.5
BASEBALL					
BASEBALL - V HC	11.5	12	12.5	13	13.5
BASEBALL - JV HC	7.5	8	8.5	9	9.5
BASEBALL - F HC	5.5	6	6.5	7	7.5
BASEBALL - ASSISTANT	5.5	6	6.5	7	7.5
SOFTBALL					
SOFTBALL- V HC	11.5	12	12.5	13	13.5
SOFTBALL - JV HC	7.5	8	8.5	9	9.5
SOFTBALL - ASSISTANT	5.5	6	6.5	7	7.5
SOCCER - BOYS					
SOCCER - BOYS V HC	11.5	12	12.5	13	13.5
SOCCER - BOYS JV HC	7.5	8	8.5	9	9.5
SOCCER - ASSISTANT	5	5.5	6	6.5	7
SOCCER - GIRLS					
SOCCER - GIRLS V HC	11.5	12	12.5	13	13.5

SOCCER - GIRLS JV HC	7.5	8	8.5	9	9.5
SOCCER - ASSISTANT	5	5.5	6	6.5	7
SWIMMING AND DIVING - BOYS					
SWIMMING - V BOYS HC	11.5	12	12.5	13	13.5
SWIMMING - BOYS ASSISTANT	5	5.5	6	6.5	7
SWIMMING - BOYS ASSISTANT	5	5.5	6	6.5	7
SWIMMING - MS BOYS HC	5	5.5	6	6.5	7
SWIMMING AND DIVING - GIRLS					
SWIMMING - V GIRLS HC	11.5	12	12.5	13	13.5
SWIMMING - GIRLS ASSISTANT	5	5.5	6	6.5	7
SWIMMING - GIRLS ASSISTANT	5	5.5	6	6.5	7
SWIMMING - MS GIRLS HC	5	5.5	6	6.5	7
GOLF - BOYS					
GOLF - V BOYS	11.5	12	12.5	13	13.5
GOLF - JV BOYS	7.5	8	8.5	9	9.5
GOLF - GIRLS					
GOLF - V GIRLS	11.5	12	12.5	13	13.5
GOLF - JV GIRLS	7.5	8	8.5	9	9.5
TENNIS - BOYS					
TENNIS - V BOYS	11.5	12	12.5	13	13.5
TENNIS - JV BOYS	7.5	8	8.5	9	9.5
TENNIS - ASSISTANT COACH	5	5.5	6	6.5	7
TENNIS - GIRLS					
TENNIS - V GIRLS	11.5	12	12.5	13	13.5
TENNIS - JV GIRLS	7.5	8	8.5	9	9.5
TENNIS - ASSISTANT COACH	5	5.5	6	6.5	7
TENNIS - COED MIDDLE SCHOOL (2)	5	5.5	6	6.5	7
WRESTLING					
WRESTLING - V HC	11.5	12	12.5	13	13.5

WRESTLING - V AST	7.5	8	8.5	9	9.5
WRESTLING - JV HC	7.5	8	8.5	9	9.5
WRESTLING - MS HC	5	5.5	6	6.5	7
BOWLING - BOYS					
BOWLING - V BOYS	11.5	12	12.5	13	13.5
BOWLING - JV BOYS	7.5	8	8.5	9	9.5
BOWLING - GIRLS					
BOWLING - V GIRLS	11.5	12	12.5	13	13.5
BOWLING - JV GIRLS	7.5	8	8.5	9	9.5
BOWLING - MS COED	3	3.5	4	4.5	5
VOLLEYBALL					
VOLLEYBALL - VARSITY	11.5	12	12.5	13	13.5
VOLLEYBALL - JV	7.5	8	8.5	9	9.5
VOLLEYBALL - FRESHMAN	5.5	6	6.5	7	7.5
VOLLEYBALL - ASSISTANT	5	5.5	6	6.5	7
VOLLEYBALL - 8TH GRADE	5	5.5	6	6.5	7
VOLLEYBALL - 7TH GRADE	5	5.5	6	6.5	7
TRACK AND FIELD - BOYS					
TRACK AND FIELD - BOYS HC	11.5	12	12.5	13	13.5
TRACK AND FIELD - BOYS AST	7.5	8	8.5	9	9.5
TRACK AND FEILD - BOYS AST	7.5	8	8.5	9	9.5
TRACK AND FIELD - MS BOYS HC	5	5.5	6	6.5	7
TRACK AND FIELD - GIRLS					
TRACK AND FIELD - GIRLS HC	11.5	12	12.5	13	13.5
TRACK AND FIELD - GIRLS AST	7.5	8	8.5	9	9.5
TRACK AND FIELD - GIRLS AST	7.5	8	8.5	9	9.5
TRACK AND FIELD - MS GIRLS HC	5	5.5	6	6.5	7
CROSS COUNTRY - BOYS					
CROSS COUNTRY - V BOYS	11.5	12	12.5	13	13.5
CROSS COUNTRY - MS BOYS	5	5.5	6	6.5	7

CROSS COUNTRY - GIRLS					
CROSS COUNTRY - V GIRLS	11.5	12	12.5	13	13.5
CROSS COUNTRY - MS GIRLS	5	5.5	6	6.5	7
STRENGTH TRAINING	7.5	7.5	7.5	7.5	7.5
POWERLIFTING	8	8.5	9	9.5	10
SIDELINE CHEER					
SIDELINE CHEER - HC	8	8.5	9	9.5	10
SIDELINE CHEER - ASSISTANT/JV	4	4.5	9	9.5	10
EQUESTRIAN	8	8.5	9	9.5	10
<b>NON ATHLETICS</b>					
<b>District</b>					
Building Leadership Team Member (P6) (S7) (M8) (H8)	1.5	1.75	2	2.25	2.5
* K-12 Community Art Show (4)	1	1.25	1.5	1.75	2
Mentor Stipend for Teacher Mentors	Hourly rate defined in 5.C.2 (5 hours required, up to 10 hours will be compensated)				
Stipend for Teachers in First 3 years of Teaching in Michigan	\$75	\$75	\$75	\$75	\$75
Sex Education Advisory Board Chairperson	3	3.25	3.5	3.75	4
<b>High School</b>					
ROBOTICS HEAD COACH	11.5	12	12.5	13	13.5
ROBOTICS ASSISTANT COACH	7.5	8	8.5	9	9.5
Band (1)	6.5	6.75	7	7.25	7.5
* Play Director (1 for each of 2 Plays)	8	8.25	8.5	8.75	9
* Musical Director for Play (1)	3	3.25	3.5	3.75	4
* Musical Dance Choreographer (1)	3	3.25	3.5	3.75	4
Yearbook (1)	7.5	7.75	8	8.25	8.5
F.F.A. (1)	7.5	7.75	8	8.25	8.5
Agricultural Experience Supervision (1)	7.5	7.75	8	8.25	8.5
Student Council (1)	4	4.25	4.5	4.75	5

Class Advisor - Senior (1)	4	4.25	4.5	4.75	5
Class Advisor - Junior (1) If Prom onsite additional 1.5	5.5	5.75	6	6.25	6.5
Class Advisor - Freshman (1)	3	3.25	3.5	3.75	4
Class Advisor - Sophomore (1)	3	3.25	3.5	3.75	4
Language Club (1)	3	3.25	3.5	3.75	4
Diversity Club (1)	3	3.25	3.5	3.75	4
GSA (1)	3	3.25	3.5	3.75	4
National Honor Society (1)	3.5	3.75	4	4.25	4.5
* Graduation Coordinator (1)	2	2.25	2.5	2.75	3
* Float Supervisor (4 - 1 for each class)	1	1.25	1.5	1.75	2
Theater	4.5	4.75	5	5.25	5.5
Chorus (1)	4.5	4.75	5	5.25	5.5
* Quiz Bowl (1)	3	3.25	3.5	3.75	4
School Store (1)	2	2.25	2.5	2.75	3
DECA (1)	4	4.25	4.5	4.75	5
<b>Middle School</b>					
Middle School Athletic Game Manager	4	4.25	4.5	4.75	5
Band (1)	4	4.25	4.5	4.75	5
* Play Director for MS Play (1)	6.5	6.75	7	7.25	7.5
* Musical Director for MS Play (1)	4.5	4.75	5	5.25	5.5
Yearbook (1)	4	4.25	4.5	4.75	5
Student Council (1)	3	3.25	3.5	3.75	4
Chorus (1)	3	3.25	3.5	3.75	4
* Quiz Bowl/Spelling Bee (1)	2	2.25	2.5	2.75	3
Junior Honor Society (1)	2	2.25	2.5	2.75	3
Chess Club (1)	2	2.25	2.5	2.75	3
Middle School Diversity Club (1)	2.5	2.75	3	3.25	3.5
* Camp - Leader	4.5	4.75	5	5.25	5.5
* Camp - Volunteer 24 Hours	1.5	1.75	2	2.25	2.5
* Camp - Volunteer Day Camp	.5	.75	1	1.25	1.5
Robotics 5-6 (2)	2.25	2.5	2.75	3	3.25
Robotics 7-8 (2)	3	3.25	3.5	3.75	4
* MS Esports Fall	1.25	1.5	1.75	2	2.25
* MS Esports Spring	1.25	1.5	1.75	2	2.25

<b>Elementary</b>					
Clubs (8 total - 4 Paddock and 4 Symons)	1	1.25	1.5	1.75	2
Student Council - Symons (1)	3	3.25	3.5	3.75	4
* Robotics K-1 (2)	1.5	1.75	2	2.25	2.5
* Robotics 2-3 (2)	1.5	1.75	2	2.25	2.5
Robotics 4 (1)	2.25	2.5	2.75	3	3.25
* Musical Director (1)	3	3.25	3.5	3.75	4
*Assistant Musical Director (2)	1	1.25	1.5	1.75	2

## **ARTICLE 6**

### **QUALIFICATIONS**

Bargaining unit members must meet all applicable standards for a “highly qualified teacher” under the No Child Left Behind Act of 2001, including the NCLB Final Regulations, 34 CFR 200.55-200.56 and the Michigan definition for Identifying Highly Qualified Teachers as approved by the State Board of Education. No provision in this Agreement shall be construed to prevent or prohibit the Board from taking actions required or contemplated under the NCLB. The Board and the Association agree to construe and effectuate this Agreement to ensure full implementation of all NCLB requirements and standards.

## **ARTICLE 7**

### **WORKING CONDITIONS**

#### **A. District Philosophy.**

1. The parties to this Agreement recognize that the availability of satisfactory school facilities for both student and teacher is necessary to ensure the desirable high quality of education that is the objective of both the teacher and the Board. Therefore, the Board agrees to keep the schools equipped and maintained at all times. Further, it is recognized that the primary duty and responsibility of the teacher is to teach, and that the organization of the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end. Teachers will have autonomy in student evaluation and establishing homework requirements. The administration has the right to require teachers to fully implement and utilize local common assessments, in every class. Changes in or additions to existing requirements made of teachers that impact student discipline, parent communication, record keeping, standardization of policies and curriculum will take place with teacher representation. Committee work initiated by the administration will be voluntary and representatives will be selected by the faculty.

2. A need exists to provide content articulation in grades kindergarten through grade twelve. It is understood that this process may not occur without the teaching staff being provided an opportunity for comprehensive input. It is preferred that members of the teaching staff be utilized in leadership, coordinating, and/or department head function as needed. The administration and the teaching staff shall determine their function. Released time may be used for this function. The responsibility for the implementation of the K – 12 coordination of curriculum process as described, is that of the superintendent or designee. It is understood that the responsibility for building level curriculum and instruction will continue to be that of the building principal. Recognizing that students and society are changing their attitudes toward learning and staff development needs continue, a committee of teacher selected representatives and administrators will continue to address these changes. This committee will explore discipline, motivation, attendance, homework, and parental involvement.

- B. The school calendar for the 2024-2025 school year is set forth in Appendix A which is attached hereto and made a part of this Agreement. The calendar will have 176 student days, which includes four half-days. Teachers will work a total of 184 days. These days are accumulated as follows:

- 172 Full Student Days (172 work days)
- 4 Half Student Days (2 work days)
- 1 Half Parent Teacher Conference Day (.5 work day)
- 7 Full Professional Development Days (7 work days)
- 3 Evening Parent Teacher Conferences (1.5 work days)
- 1 Evening Open House (.5 work days)
- 1 Half Records Day (.5 work days)

Attendance at open houses and conferences is mandatory unless released by the building administrator for a school business related activity. Any other absences will be charged to sick leave or personal business leave in one-half (1/2) day increments. In addition, there shall be a minimum of 1098 instructional hours in grades K-12. The work week shall be Sunday through Saturday.

Fall Parent Teacher Conferences – Each building is required to hold parent teacher conferences at the dates designated by the district calendar. Each building Principal and building Leadership Team will develop a format to be approved by the Superintendent or designee.

Spring Parent Teacher Conferences – Each building is required to hold parent teacher conferences by scheduling 3.5 hours of contact time (during the week of spring conferences) during non-school hours. Each building Principal and building Leadership Team will develop a format to be approved by the Superintendent or designee.

- C. Professional Development. Professional development education shall be planned jointly by the Association and the administration.

- D. Teaching Hours.

1. A grade PPI-12 teacher's workday shall consist of not more than seven (7) hours and ten (10) minutes of formal responsibility. Hall duty may be included in the teacher's workday. Every effort will be made mutually by the Administration and the Association to deal with these duties in a most positive manner. The student day may be increased if necessary to meet the State time requirements for instructional hours. Within said time of formal responsibility, a teacher shall be entitled to the following:

- (a) A duty free lunch period no less than twenty-five (25) minutes to a maximum of thirty-five (35) minutes.
  - (b) For a grade ECSE-5 grade teacher: a minimum of 250 minutes per week of time for preparation. Each preparation period to consist of a minimum of twenty-five (25) duty-free minutes. For a grade 6-12 teacher: a minimum of one preparation per day that shall be equivalent to a normal teaching period or an average of five normal teaching periods per week.
  - (c) Cafeteria duty may be included in the teacher's workday. Every effort will be made to obtain volunteers for this duty, which will be in lieu of a class period. If no volunteer is available who can be scheduled, the administration may assign a teacher to such duties. No teacher may be involuntarily assigned these duties for more than one consecutive year. Every effort will be made mutually by the Administration and the Association to deal with these duties in a most positive manner.
  - (d) Attendance at 6th grade camp shall be voluntary.
2. Before and/or after school, a grade ECSE-12 teacher shall be attending to his/her teaching duties in his/her building for up to thirty (30) minutes but not to exceed the workday of seven (7) hours and ten (10) minutes. At the beginning of each year, the administration at each level shall determine what portion of the above times will be used before and after school. Teacher input will be encouraged. It is expressly understood that an individual teacher's day may be adjusted to facilitate the administration of the individual building. Early leave may be granted at the discretion of the Administration.
  3. The daily preparation period will first be used for such things as thorough preparations, conferences with parents, teachers, and administrators, I.E.P.T.'s, and special assistance to students.
  4. Activities involving teachers beyond the scope of the formal teaching day shall be determined cooperatively between a faculty selected committee and the administration at that level. Teachers shall be given forty-eight (48) hour notice of such activities and shall be encouraged and expected by the Association to attend. Special teachers shall be encouraged to attend as their time and schedules allow.
  5. In the event that it becomes necessary to determine a new building schedule, a committee will be formed, comprised of an equal number of administrators and teachers to examine alternative scheduling. A recommendation on the study will be presented to the superintendent. No recommendation will be made that would jeopardize accreditation.
  6. A teacher's building assignment shall be determined by where he/she is assigned for over half of his/her schedule. A teacher who has a split building assignment will have their workday schedule determined by the building administrators. A teacher who has a split building assignment will have a minimum of 30 minutes for travel. If the travel time encumbers the teacher's preparation period or duty free lunch, or extends the teacher's day beyond the contractual limits, then the teacher shall be paid for a minimum of thirty (30) minutes at the teacher's per diem rate (unless this time is recouped through other minutes during the day).



## E. Class Size

- Both parties recognize that the pupil to certified staff ratio is important to an effective educational program. At the elementary level, the Board will make a reasonable attempt to equitably distribute students among all regular education sections at each grade level within a building. Teachers will be compensated for student overages according to the chart below.

<b>Grade</b>	<b>Class Size (up to inclusive)</b>	<b>Overage \$10 per day</b>	<b>Overage \$20 per day</b>
Young 5's	17	18	19
Kindergarten & 1st	25	26	27
2nd	26	27	28
3rd - 5th	28	29	30
<b>Specials Grade</b>	<b>Class Size (up to inclusive)</b>	<b>Overage \$1.66 per day</b>	<b>Overage \$3.33 per day</b>
Y5 Specials	17	18	19
Kindergarten & 1st Specials	26	27	28
2nd Specials	27	28	29
3rd, 4th, 5th Specials	29	30	31
<b>Grade</b>	<b>Total Students</b>	<b>Overage \$1.66/day/student</b>	<b>Overage \$3.33/day/student</b>
6-12 (no prep purchased)	155	156-160	>161
6-12 (prep purchased)	186	187-192	>192

- The exceptions to the above are secondary music, secondary physical education, and teacher-approved exceptions (e.g. teaching assistants, independent study, etc.).
- K-5 Specials teachers who accept a "double-up" of students during a grade-level Specials time will be compensated according to Article 5.C.2 during the duration of the "double-up."
- To be compensated for any overages, the individual teacher must request payment using the form below. The forms are due on the dates provided on the form in order to receive

payment for the given school days. The administration will determine the amount of overage due using student data from PowerSchool. Once the teacher agrees with the overage due, the teacher will be compensated accordingly.

5. Part-time 6-12 teachers will be compensated for overages using a prorated version of the chart above. The proportion will be calculated using a fraction equal to “sections taught by a part time teacher / sections taught by a full time teacher”.

# Student Overage Request Form

In order to be compensated for any overages, the individual teacher must request payment using the form below. The forms are due on the dates provided on this form in order to receive payment for the given school days. The administration will determine the amount of overage due using student data from Powerschool. Once the teacher agrees with the overage due, the teacher will be compensated accordingly.

Form Due Date	For Dates
November 1*	August through October
February 1*	November through January
May 1*	February through April
Last Day of School	May & June

\*If the due date falls on a weekend this form should be submitted the Friday before. If the due date falls on a scheduled day off (holiday/planned break), it should be submitted on the day before the break begins.

Teacher Name: \_\_\_\_\_

Teacher Signature: \_\_\_\_\_

Due Date (circle one):

November 1      February 1      May 1      Last Day of School

**Turn this form into your building principal prior to the due date.**

Office Use Only:

Date Received: \_\_\_\_\_

Principal Initials: \_\_\_\_\_

## F. Assignment

1. Teachers will be assigned according to appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations. In the event that assignment is made outside the scope of these requirements, the Administration will discuss the issue with the Association and obtain the consent of the teacher. Teacher placement decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249. At the high school and middle school levels, every effort will be made to assign teachers to three (3) or fewer course titles. Excluding special education, alternative education, band, choir, physical education, and WIN Time courses, teachers who teach more than three (3) course titles during a given trimester or semester will be compensated at the rate of \$500 per trimester or \$750 per semester in which they teach more than three (3) course titles. Except for year-long courses, the stipend does not apply in a semester or trimester if the same course titles are being taught as were taught in a previous semester or trimester of the same school year.
2. By June 1, the building administration shall inform returning teachers of their assignments for the next school year. If changes in assignment are necessary beyond that date, the building administration will notify the teacher using their district email account once the next year's assignment has been finalized. In the event a teacher is dissatisfied with their proposed assignment they may request a conference with the principal and the Association Representative (if desired by the teacher) to discuss the matter. If necessary, the matter can be brought to the Superintendent for discussion. It is understood that the decision of the Superintendent shall be final.
3. If a new teaching position is created or a vacancy occurs in the system, teachers will be notified using the district email "staff" group as soon as the position is posted. Notice of interest must be submitted to the sender of the notification email within seven (7) calendar days of the email notification. Vacancies not caused by a leave of absence must be posted within thirty (30) work days of the termination of employment. A long term substitute (not covering a leave of absence) can only be used to fill the same vacancy until a permanent staff member can be hired. If a permanent staff member cannot be hired and a long term substitute fills the same vacancy (not covering a leave of absence) for more than 30 work days, for every work day after 30 days, the long term substitute will be paid 1/184 of the minimum Base Salary without advanced degree recognition pay rate for each day worked thereafter. The long term substitute can decide if they want to be paid by Milan Area Schools or a Third Party. The long term substitute will not be afforded any contractual obligations.
4. Moving teachers between buildings, grade levels, or subject assignments will use the following procedure:
  - (a) Volunteers will be sought who would be willing to make the transfer from the affected grade level or department.
  - (b) If no volunteer is found or if there are multiple volunteers, the administration will examine the reasons for the change and will consider the concerns of the teacher or teachers.

- (c) The transfer will be discussed with the teacher or teachers who will be affected at least one day prior to the final decision being made. In the event the teacher or teachers are dissatisfied with the proposed transfer, they may request a meeting with the building administration and the Association Representative (if desired) to discuss the matter.
  - (d) It is understood that the Superintendent subject to F.1 of this Article will make the final determination in filling vacancies and/or approving transfers.
- 5. All aspects of teacher placement not explicitly addressed in this section will be made pursuant to Board Policy T-4402 (included in Appendix D), which contains procedures for personnel decisions governed by Revised School Code Section 1248.
- 6. Job Sharing
  - (a) Job sharing positions may be made available:
    - (1) At the discretion of the board
    - (2) Upon recommendation of the superintendent
    - (3) With the approval of the building principals in whose buildings shared positions will be located
    - (4) Within the allocated staff positions for the current school year
    - (5) On a purely voluntary basis
  - (b) For the purpose of this Agreement, job sharing shall mean the occupation of a single staff position by two (2) individuals with each assignment being approximately half time. Teachers who desire to job share a position agree to follow the conditions of this Agreement.
  - (c) The Superintendent may approve shared positions for the current school year dependent upon the following:
    - (1) The teacher parties not filing for unemployment benefits while employed in a shared position of a voluntary nature. Failure to comply with this provision will result in assigning the teacher as a substitute to provide for full employment.
    - (2) When a shared position is terminated, each partner will return to full employment if positions are available. The assignments will be made based on certification, qualification, and seniority. No full-time employee will be laid off or have their position reduced to accommodate a teacher returning to full-time from a job sharing position.
    - (3) The ability of the district to create a shared position without rescheduling large number of students. In a lower elementary position or in a self-contained classroom, a shared time position will be approved only if the students whose parents object to the arrangement can be accommodated without substantial disruption of classes.
    - (4) Teacher partners having joint responsibility for the same students will, when possible, substitute for their partner except in cases of late notification when

daycare arrangements cannot be made.

- (5) An agreement by the teacher partners that joint planning will be undertaken whenever they have joint responsibility for the same student. In order to accommodate this requirement, individual arrangements will be made with the administration prior to implementation.
  - (6) The Board and the Association shall work closely together on the implementation and evaluation of the shared time program.
  - (7) No teacher in the district shall be involuntarily transferred in order to create shared time positions.
  - (8) Job sharing assignments shall end at the discretion of the Board or indicated in writing by either partner. The individual parties will return to full-time employment subject to the terms of c. (2).
- (d) Shared time positions will be compensated as follows:
- (1) The teaching salary will be pro rated to reflect the fraction of the position shared. The experience and educational step for each teacher will be the same as the teacher would be entitled to if employed on a full-time basis. This step will determine the base salary from which the salary fraction will be computed. In no case will computed salary and benefits equal more than the whole entitlement of the most senior teacher in the shared position.
  - (2) Sick and personal leave will be prorated according to the fraction of the position for which the person is employed.
  - (3) Fringe benefits will be prorated on an individual basis. The cost for the fringe benefit package shall not exceed the prorated cost of full family benefits for a full-time teacher.
  - (4) When substituting for their partner, the teacher shall receive the same rate of pay as that for a one-half day substitute.
- (e) Prior to the end of the school year, the parties involved will conduct an evaluation of the job sharing position.
- (f) All staff meetings shall be attended on an alternate basis, the procedure to be mutually agreed upon between teachers participating in the job sharing program and the administration. Other professional commitments, parent-teacher conferences, parent meetings, and professional development days shall be attended as part of each teacher's regular duties with no extra compensation.
- (g) Partners will work full days the first five (5) school days and the last three (3) days of the school year.

G. Facilities - The Board shall make available lunchroom, restroom, and lavatory facilities in each school for teachers' use and at least one room reasonably furnished, which shall be reserved for

use as a faculty lounge and/or work room. Provisions for such facilities will be made in all future buildings.

- H. Telephone - Telephone facilities that are private will be provided for the teachers' use during the school day.
- I. Parking - Gravel or blacktop parking facilities shall be made available to teachers. Parking areas shall be kept free from glass and debris, and snow and ice removed as soon as possible.
- J. Athletic passes - Teaching personnel, their spouse or one guest, and their school-aged children will be admitted free to Milan Athletic events. All children must be accompanied by an adult and teachers must request their pass through the athletic director's office.
- K. Transfer
  - 1. Each year, prior to March 1, teachers may request transfer to another school or assignment for the ensuing school year, commencing the following August. It is the responsibility of the teacher to monitor their district email account for communication regarding a possible transfer. The teacher will make such a request in writing addressed to the Superintendent of Schools, setting forth the reason for the transfer request, and may outline his/her qualifications for the position if different from the position he/she currently holds. Upon recommendation of the receiving Principal and the approval of the Superintendent the transfer may be consummated. It is expected that, except for good cause as judged by the Superintendent or his designee, the teacher agrees to remain in this position for two (2) years. Each application shall be renewed annually to receive consideration.
  - 2. It is understood that final determination in filling vacancies and/or transfers will be made by the Superintendent subject to F.1. of this Article.
  - 3. If a new teaching position is created or a vacancy occurs in the system, teachers will be notified using the district email "staff" group as soon as the position is posted. Notice of interest should be submitted to the sender of the notification email within seven (7) calendar days of the email notification.
  - 4. The Association shall encourage teachers to inform the administration in the event they intend to leave the employ of the Board as soon as practicable.
- L. Administrative Openings
  - 1. Teachers will be notified of any opening of an administrative position using the district email "staff" group as soon as the position is posted. Notice of interest should be submitted to the sender of the notification email within seven (7) calendar days of the email notification.
  - 2. All other factors being considered, the Board shall promote a policy of promotions from within its own teaching staff. The decision of the Board in all cases involving promotion to an administrative position shall be final and shall not be subject to the grievance procedure.

## ARTICLE 8

### TEACHER EVALUATION

- A. The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of the school, home, economic and social environment and that teachers alone cannot be held accountable for all aspects of the academic achievement of the pupil in the classroom.
- B. Teacher Observation and Teacher Evaluation will be completed pursuant to Board Policy T-4403 (included in Appendix C) and a mutually agreed upon MAS Educator Evaluation Process document (included in Appendix C), which the Board and Association acknowledge contain clear and transparent procedures for teacher observation and evaluation governed by Revised School Code Section 1249.
  - 1. Through the district's electronic evaluation software, all teachers in non-traditional teaching roles being evaluated in the current year will receive a copy of their evaluation tool or rubric by September 30th of that year.
  - 2. A tenured teacher rated needing support may request a review of their evaluation and their rating consistent with Revised School Code 1249. Other tenured teachers may request a review of their evaluation and their rating up to Level Four of the grievance procedure. Probationary teachers may request a review of their evaluation and their rating up to Level Three of the grievance procedure.
  - 3. Building administration in each building will identify who is eligible for triennial year-end evaluations in the 2024-2025 school year and will create an alphabetical list of those eligible. This list will then be divided into three parts, with the first group being evaluated in 2024-2025, the second group being evaluated in 2025-2026, and the third group being evaluated in 2026-2027. Teachers not eligible for triennial year-end evaluations in the 2024-2025 school year may transition to triennial year-end evaluations when eligible. Other decisions regarding triennial year-end evaluations will be governed by Board Policy T-4403 (as included in Appendix C).



## **ARTICLE 9**

### **STUDENT DISCIPLINE AND TEACHER PROTECTION**

#### **A. Discipline.**

1. Special Students. The Board will give support and assistance to teachers with respect to the maintenance of control and discipline. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, or law enforcement personnel, the teacher shall advise the principal, and if the principal concurs, steps shall be taken to provide such special attention as is required. In the event of a disagreement, the teacher may appeal the decision to the Superintendent or designee.
2. Disruptive Students - Disruptive students will not be allowed back into the classroom without discussion between teacher and administration.

#### **B. Worker's Compensation and Unemployment Insurance.** The Board shall provide worker's compensation insurance and unemployment insurance as provided by law.

#### **C. Assault**

1. Any case of assault upon a teacher, which had its inception in a school-centered problem, shall be promptly reported to the Board or its designated representative. If the assault was by pupil(s), the Administration shall promptly investigate the matter and determine suitable treatment for the assaulting pupil(s). The minimal treatment would be the permanent removal of the student(s) from that teacher's classroom for the remainder of the year, subject to legal limits. This decision shall be communicated to the teacher concerned. If the assault is by an adult, who is not a pupil, the Board or its designated representative shall promptly report the incident to the proper law enforcement authorities.
2. If legal action is instituted against a teacher by reason of appropriate disciplinary action taken by a teacher against a student in accordance with Section 1312 of the Revised School Code, the board shall provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

#### **D. Complaint.** Any complaint considered serious enough by the appropriate administrator to add to the teacher's personnel file shall be called to the teacher's attention. Such complaints against the teacher shall have been lodged with the administrator's office in writing. The teacher may file a statement of his/her own regarding the complaint and may grieve the inclusion in his/her personnel file.

#### **E. Loss of Time, Injury at School.** Any injury that arises out of or occurs in the course of employment of a teacher shall be promptly reported to the building principal. The teacher shall be supplied with the appropriate forms in the event a worker's compensation claim is to be filed. If a teacher is assaulted as a result of the performance of his/her professional duties as mentioned in Paragraph C above, the teacher's wages shall continue in full without reduction in accumulated sick leave until worker's compensation commences. Then the Board agrees to pay the difference

between worker's compensation and the amount the teacher would normally receive in salary for the duration of the school year in which the incident occurs.

## **ARTICLE 10**

### **NEGOTIATION PROCEDURES**

- A. All items within this contract shall remain unchanged during the term of this agreement and neither party may require the other to enter into negotiations for the purpose of altering or amending same, nor shall either party have the power to require additions to this contract, specific reference being made to Article 15.
- B. Either party may notify the other in writing at least sixty (60) days prior to its termination that it wishes to enter into negotiation on a successor agreement.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association and by a majority of the Board of Education, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. If the parties fail to reach agreement in any such negotiations, the procedure described in the Public Employment Relations Act, as amended, shall be followed.

## **ARTICLE 11**

### **LEAVES OF ABSENCE**

- A. Leaves with pay chargeable to teachers.
  - 1. Sick Leave - At the beginning of each school year, each full time teacher shall be credited with annual leave as follows:
    - O to 10 years experience at Milan - 11 days
    - Over 10 years experience at Milan - 12 days

Part time teachers shall receive sick leave on a prorated basis. In the event a teacher leaves the employ of the Board before the end of the school year, or begins employment other than at the beginning of the school year, his/her sick leave for that school year shall be computed at the rate of one and one-tenth (1-1/10) days per month for those with less than 10 years experience at Milan or one and one-fifth (1-1/5) days per month for those teachers with over ten (10) years experience at Milan.

(a) Sick leave is intended to be used for the following:

Personal illness, injury, or temporary disability (Appendectomy, pregnancy, etc.). Serious illness or death in the immediate family (spouse, parents, children, grandparents, brothers, sisters, in-laws or others in the same relationships, or dependent). Death or funeral service of others whose relationship warrants such attendance (with notice to the Superintendent or designee). Medical or dental reasons.

- (b) Deduction of pay shall be from the next payroll following the days used in excess of the eligible or accumulated sick leave. The daily amount to be deducted shall be determined by dividing the annual salary by the number of workdays in the teacher year.
- (c) The unused portion of sick leave shall accumulate from year-to-year to a maximum of two hundred ten (210) days.
- (d) Using the district's web-based attendance system, teachers shall notify the building principal or his/her representative in the event of an absence due to personal, critical, or emergency illnesses. Elementary teachers shall make this notification not later than one and one-half hours prior to reporting time (two hours prior to reporting time for middle school and high school teachers) so that substitutes may be obtained, unless circumstances make such notification impossible or unreasonable. Teachers will have lesson plans available for use by substitutes in the event of absence. In order to receive payment for emergency absence without notification to the principal or his/her representative at the times hereinabove specified, it will be necessary for the teacher to file with the building principal or his/her representative a written statement concerning the reasons for failure to notify.
- (e) All sick leave days are charged to the individual whether or not a substitute is hired. Sick leave days shall be charged in one-half day multiples. Any part of a half-day shall be charged as the next full half-day.
- (f) When any sick leave day falls on an "Act of God" day, it will not be charged to the teacher.
- (g) The Board reserves the right to require a physician's statement in the event the teacher's reason for absence is questionable.
- (h) At the end of each year, a teacher who uses three (3) or fewer personal business/sick days will receive a bonus day to be used the same as a personal business day the following year.

## 2. Teacher Sick leave bank

### (a) Definitions:

- (1) "Bank" when used in this section shall refer to the Teacher Sick Leave Bank.
- (2) The word "participant" as used within this section shall refer to a teacher (as defined in Article 1) who has met the requirements listed below.

- (3) A teacher shall become a “participating member” by authorizing in writing the desire to participate in the Teacher Sick Leave Bank and to have one sick day transferred from their individual sick day allocation into the Teacher Sick Leave Bank.
- (4) The Teacher Sick Leave Bank is reserved for serious circumstances, i.e.: long-term illness of employee/immediate family member.
- (5) Upon hiring, teachers will be given the option to join the Teacher Sick Leave Bank when completing the district’s new employee paperwork packet. Each new teacher shall indicate their decision about becoming a participant by completing the enrollment form. If a new teacher declines to become a participant at the time of hire, they must wait until the next school year, as indicated in #6 below.
- (6) Eligible teachers who are not participants may become a participant during an annual fourteen (14) calendar day enrollment window (beginning the first student day of each school year) by completing an enrollment form.

(b) Teacher Sick Leave Bank Accumulation

- (1) At the close of each school year, any days remaining in the Teacher Sick Leave Bank shall remain in the bank for future use.
- (2) If, at any time, the Teacher Sick Leave Bank falls below 10 days available, each participant shall contribute one additional sick day from their individual sick day allocation into the Teacher Sick Leave Bank. Failure to authorize the transfer of a sick day, within 30 work days, shall end the staff member’s participation in the Teacher Sick Leave Bank. A participant currently using days from the Teacher Sick Leave Bank, shall not be required to contribute a day.
- (3) Once a participant authorizes the contribution of a sick day to the Teacher Sick Leave Bank, they may not request to get their day back.

(c) Board of Trustees

- (1) A Board of Trustees shall be charged with administering the Teacher Sick Leave Bank. The Board of Trustees shall be composed of one representative each from the high school, middle school, Symons, Paddock, and the administration. Each of the schools shall elect a representative to the Board of Trustees or may substitute another elected leader from their building. The administrative representative may be filled by the Superintendent or designee.
- (2) All decisions regarding the administration of the Teacher Sick Leave Bank shall be made by the Board of Trustees when a motion is passed with an affirmative vote of at least two-thirds majority of the Trustees in attendance at the meeting. The Board of Trustees shall have the sole discretion to authorize use, or discontinuance of use, of days from the Teacher Sick Leave Bank based on the eligibility

requirements listed in this section.

- (3) In order for a participant to be approved to use days from the Teacher Sick Leave Bank, the following criteria must be met:
    - The participant's individual sick day allocation has been, or is about to be exhausted
    - The need for use of the Teacher Sick Leave Bank is directly related to their own health, or the health of an immediate family member that requires their presence or care, due to a serious medical issue or injury
  - (4) When a participant wishes to request sick leave days from the Teacher Sick Leave Bank, they shall make the request in writing to the Board of Trustees, indicating the reason that necessitates the need. The participant shall provide enough detail to substantiate the need, including a note from a doctor supporting the need for additional sick time.
  - (5) An initial request shall be limited to no more than twenty (20) days from the Teacher Sick Leave Bank. If additional days are needed, a second request shall be made in writing to the Board of Trustees. A second disbursement is at the discretion of the Board of Trustees.
  - (6) The Board of Trustees shall have the following options to determine the validity of a request to use days:
    - Request a doctor's note supporting the need and associated reasons
    - Request additional information from the doctor (this may be necessary at any point in the process of approving the initial use of days, considering a second request, or other reason deemed appropriate by the Board of Trustees).
  - (7) The Board of Trustees may cease further use of days from the Teacher Sick Leave Bank if it determines or believes there may be abuse of the system.
  - (8) The Board of Trustees shall implement a system to convey their decision, concerning a request, to the participant and the Superintendent. The Board of Trustees shall also create a record of the request, the decision on it, and any other details it deems appropriate. The Board of Trustees (through the District Office) shall keep accurate records, including a list of participants, a running record of days contributed, days used, and the balance available.
3. Personal Leave - At the beginning of each school year, each full time teacher shall be credited with four (4) personal days unless the bonus day applies, in which case the full time teacher shall be credited with five (5) personal days. Part time teachers shall receive personal leave on a prorated basis. In the event a teacher leaves the employ of the Board before the end of the school year, or begins employment other than at the beginning of the

school year, his/her four (4) personal days for that school year shall be computed at the fractional rate of the nine (9) month school year (September through May) worked (following mathematical rounding rules). The bonus day is not part of this proration calculation. Unused personal days will be added to personal sick leave accumulation at the end of the school year. In an extreme emergency, with administrative approval, additional days from the individual's sick leave may be allowed. These days cannot be used the first or last week of school, the day before or after a holiday, on a professional development or school improvement day, or in conjunction with sick days (without a doctor's note for the sick day(s)), except in an emergency situation. These days will be charged in one-half (1/2) day multiples.

- (a) Personal days shall be used for valid personal business that cannot be transacted outside the school day or for other reasons that are of a private nature, which in the teacher's opinion require his/her presence. These days will not be used in any way that will adversely reflect upon the Milan Area Schools. No more than two (2) personal days can be taken on consecutive workdays unless approved by the superintendent for a special occasion.
- (b) Teachers shall notify their principal in writing at least forty-eight (48) hours ahead of time when possible of the intention to use a personal day. This notification will occur using the district's web-based attendance system.
- (c) Personal leave days may not be used for tardiness.

**B. Leaves with pay not charged to teachers.**

1. For work related injuries, sick leave should not be charged to the teacher for absence prior to eligibility for workers' compensation weekly benefits being established.
2. A teacher called for jury duty or who is subpoenaed, will be compensated for the difference between his/her teaching pay and the pay received for the performance of such obligation. Upon request, the Superintendent will assist a teacher seeking to be excused from jury duty. In no case will the Board pay compensation for any day during which the teacher is absent for court proceedings in which he or she is a defendant or is suing or being sued by any other party.
3. Teachers should be encouraged to attend workshops, conferences, conventions, and/or other meetings that would positively reflect both professional staff development and the positive image of the Milan Area Schools. Teachers and staff members who attend conferences, etc. are encouraged to share what they have gained with other teachers and staff members.
4. Vocational education teachers will be given time during the school day for three (3) advisory committee meetings as required by the State.
5. Association representatives may attend workshops, conferences, conventions, and other activities sponsored by the Michigan Education Association and/or the National Education Association not to exceed eleven (11) days per school year, with the Board paying for the substitute salary for the first seven (7) days and the Association paying for the substitute salary for the last four days. The Association Directors will make the request for such days.

6. A teacher upon at least seventy-two (72) hours advance notice may receive such time as is necessary to take a military service physical examination with pay provided the Board shall not be obligated to pay more than one day's pay unless proof is submitted that the additional time was actually necessary to take such a military service examination. This section applies if the draft is reinstituted.
7. When any paid leave days fall on an "Act of God" day, they will not be charged to the teachers.

C. Leaves of absence without pay.

1. Such leaves will be granted to a tenure teacher upon written request to the Board unless the Board presents in writing specific reasons why the leave will not be in the best interests of both parties.
2. Written requests will include suggested beginning and ending dates of the leave. A leave of absence will be granted for a maximum of one (1) school year.
3. A leave of absence may be renewed upon written request by the teacher to the Board. Requests must be made at least sixty (60) calendar days before the termination of the leave and shall not exceed one (1) year for each renewal.
4. Failure to return from a leave of absence on the date specified in the leave shall be deemed a resignation unless a renewal has been granted.
5. A leave of absence may be terminated at any time during the course of the leave by mutual agreement between the teacher on leave and the Board.
6. Increments of sick leave will not diminish or accrue during leaves of absence, except as otherwise stated in this agreement.
7. Teachers on such leaves will provide in writing before the beginning of the leave a general outline and other material for the duration of the absence, as requested by the principal in order to maintain curricula continuity through the substitute.
8. As long as the Board was not required to hire a replacement under this Agreement, the Board will assign a teacher returning to duty after a leave of one (1) year or less to the same type of position held prior to the leave.
9. In case of emergency an approved leave may be started prior to the approved date with permission of the Board.
10. Specific leaves without pay will be subject to further stipulations as follows:
  - (a) Personal illness, injury, or temporary disability.
    - (1) A written request must be made at least one (1) month before the start of the leave except in the event of an emergency.

- (2) Unpaid leave may be used in conjunction with sick leave upon written request if a teacher has exhausted his/her sick leave and is not physically able to return to school. Such use of the unpaid leave must be verified by a physician's statement. In this case the one (1) month request period for the leave would be waived.

(b) Family illness.

- (1) In the event that a teacher has exhausted his/her sick leave, unpaid leave shall be granted for personal or family illness.
- (2) Such use of unpaid leave must be verified by a physician's statement. Unpaid leave may be granted to a teacher for study upon the submission, with the leave request, of a course of study approved by an accredited institution of higher education.

(c) Uniformed services leave of absence shall be granted to any teacher in accordance with the Uniformed Services Re-employment Act.

(d) Other paid leaves of absence may be granted by the Board upon receiving in writing from the requesting teacher the purpose of the leave, the probable advantage to the school district, the length of the requested leave, and other such information as will assist the Board in making a decision concerning such leave.

11. Unless otherwise specified, a leave of absence, when granted by the Board shall:

- (a) Terminate at the beginning of the year. A teacher who desires to return from a leave of absence which expires at the beginning of the school year shall provide the Superintendent of Schools with written notice of intent to return no later than the April 1<sup>st</sup> which precedes the termination of the leave of absence. Failure to provide such notice shall irrefutably and conclusively constitute the teacher's resignation from employment.
- (b) Not entitle employee to payment of insurance premiums, deductions of dues, or any other deductions, except that an employee on leave may upon written request to the Superintendent make arrangements to have insurance premiums continued for up to a maximum of one (1) year by making his/her payment(s) to the school district, subject to the rules and regulations of the carrier(s).
- (c) Entitle the employee to all such rights, accumulated sick leave, and other benefits acquired prior to the start of the leave of absence upon his/her return to employment.

12. If an employee on leave accepts employment elsewhere or enters into a contract for another full time permanent teaching position without Board approval, his/her leave will be automatically terminated and his/her employment will terminate.



## **ARTICLE 12**

### **GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as a claim by a teacher or the Association that there has been an alleged violation, misinterpretation, or misapplication of the expressed terms of this contract. The following matters may be subject to grievance through Level Four only:
  - 1. Termination of services or failure to re-employ a probationary teacher.
  - 2. The failure of the Board to appoint or reappoint any teacher to a duty contained in the extra duty schedule.
  - 3. Any dispute involving the content of an insurance policy.
  - 4. Any matter for which there is recourse under state or federal statutes and any dispute within the jurisdiction of a state or federal agency.
- B. No later than ten (10) days after the first student day, the Association President will inform the Superintendent of the Association's Building Representatives. The Association President and four (4) building representatives will comprise the Association Grievance Committee, hereinafter called the A.G.C.
- C. Definitions.
  - 1. An "aggrieved person" is the person or persons making the claim.
  - 2. The term "teacher" includes individuals or groups who are members of the bargaining unit covered by this Agreement.
  - 3. The "party of interest" is the person or persons making a claim and any person or persons who might assist in order to resolve the claim.
  - 4. The term "days" shall mean workdays.
- D. Purpose
  - 1. The primary purpose of this procedure is to secure at the lowest level possible, equitable solutions to the problems of the parties.
  - 2. Nothing contained herein shall be construed as limiting the right of any teacher to discuss any matter informally with any appropriate member of the Association, Administration, or the right of any administrator to discuss any matter informally with the teacher.
  - 3. In order to expedite the procedure, the grievance may be referred to the appropriate level as determined by the principal, in consultation with the Superintendent, in the informal discussion prior to institution of the formal grievance, but it is understood that the time limit for Level One filing of the grievance will apply in all cases.
- E. Steps in the Grievance Procedure

1. Level One - If a teacher or the Association believes that a violation has occurred, he/she shall discuss the alleged violation with the building principal or immediate supervisor within ten (10) days of its occurrence or when the teacher or Association could reasonably be expected to be aware of the occurrence. The grievant may request Association representation at this level. If no resolution is obtained within three (3) days of this discussion, the teacher or the Association shall reduce the grievance to writing on the form provided in Appendix B within six (6) days of said discussion proceeding to Level Two or the level determined by the Superintendent during the informal discussion prior to institution of the formal grievance.
2. Level Two - The written grievance shall be filed with the principal or his/her designated representative and receipted in writing. All written grievances shall also be signed by the building representative. Within three (3) days of receipt of the grievance, the principal shall meet with the grievant and the building representative in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within three (3) days of such meeting and shall furnish a copy to the building representative and grievant. If this decision is unsatisfactory or if no decision is rendered within three (3) days, the grievant may proceed through the A.G.C., to Level Three within ten (10) days of the meeting at Level Two.
3. Level Three - Within five (5) days of the receipt of the grievance the Superintendent or his/her representative shall meet with the A.G.C. and discuss the grievance. The Superintendent or his/her representative shall render his/her decision in writing within three (3) days of the meeting transmitting a copy of the decision to the principal, grievant, A.G.C., and place a copy in the permanent file in his/her office. If the decision is unsatisfactory or if no decision is rendered, the A.G.C. and the grievant may appeal the decision to the Board of Education within eight (8) days of the meeting at Level Three.
4. Level Four - The Board and the A.G.C. shall meet at a mutually convenient date, but not later than fifteen (15) days from the filing of the appeal at Level Four to discuss the grievance. The Board shall render a decision in writing within ten (10) days of the discussion transmitting a copy thereof to the Superintendent for permanent filing, the A.G.C., the principal, and the grievant. In discipline or discharge cases, the meeting may be open or closed at the discretion of the grievant in accordance with the Michigan Open Meeting Act.
5. Level Five - If the Association is not satisfied with the disposition of the grievance at Level Four, it may, within fifteen (15) days after the decision of the Board, request, in writing, the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules, except each party shall have the right to peremptorily strike not more than three from the list of arbitrators.
  - (a) Individual teachers shall not have the right to process a grievance at Level Five without the explicit approval of the A.G.C.
  - (b) Neither party may raise a new defense or ground at Level Five not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than five (5) days prior to the hearing a prehearing statement alleging facts, grounds, and defenses which will be proven at the hearing and shall hold a conference at that time in an attempt to settle the grievance.

- (c) The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Association. The arbitrator's actions and decision shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.
- (d) Powers of the arbitrator are subject to the following limitations:
  - (1) He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
  - (2) He/she shall have no power to change any practice, policy or rule of the Board nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board.
  - (3) He/she shall have no power to establish salary scales or to change any salary except in conformity with this Agreement.
  - (4) He/she shall have no power to rule on any matter involving a prohibited bargaining subject.
  - (5) He/she shall not hear any grievance relating to the failure of the Board to appoint or reappoint any teacher to a duty contained in the extra duty schedule.
- (e) After a case on which the arbitrator is empowered to rule has been referred to him/her, it may not be withdrawn by either party except by mutual consent.
- (f) If either party disputes the arbitrability of terms of this Agreement, the arbitrator shall first determine the arbitrability of the matter, and in the event he/she finds it a matter on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- (g) More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the individual parties.
- (h) Where no wage loss has been caused by the action of the grievance, the Board shall be under no obligation for monetary adjustments and the arbitrator shall have no power to order one. The Board shall be required to pay all wage loss adjustment due from the date of the inception of the grievance at Level One.

#### F. Miscellaneous Policies Concerning Grievances

1. Should a teacher or the Association fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher or the Association fail to appeal a decision within the limits specified, or if the teacher leaves the employ of the Board, all further proceedings on a previously instituted grievance shall be barred, except concerning a claim involving a remedy directly benefiting the grievant regardless of this employment.
2. Any grievance that either (a) is not processed, or (b) is disposed of under procedures adopted by the Board and the Association in the implementation of the Grievance Procedure shall be considered settled, and such settlement shall be final and binding upon the Board, the employee or employees involved, the Association and its members.

3. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, and strict adherence to the timelines would result in hardship to any party, the Board and the Association shall use their best efforts to process the grievance prior to the end of the school term or as soon thereafter as possible.
4. Notwithstanding the expiration of this Agreement, any claim or grievance arising during the life of the contract may be processed through the grievance procedure until resolution.

## **ARTICLE 13**

### **STUDENT TEACHERS**

- A. Supervisory teachers shall have had not less than two (2) years teaching experience prior to being assigned as a supervisory teacher.
- B. A student teacher shall be assigned only by mutual consent of the building principal or his/her designee and the teacher who will be a supervisory teacher.
- C. A supervisory teacher shall receive such monies as are paid to the Board by the participating University or College.

## **ARTICLE 14**

### **LAYOFF AND RECALL**

- A. Acting within the approved budget, the Superintendent will establish the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing Teaching staff or that a reduction in Teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the Teaching positions to be reduced.
- B. Reduction in force and recall decisions must be made based on Teacher effectiveness criteria established in Revised School Code Section 1249 and this Article.
- C. The Board and Association realize that it is within the discretion of the Board to assign staff and to prescribe and correspondingly to reduce the educational program and curriculum. When the Board makes decisions about the reduction and recall of Teachers, the Board will be guided by the following criteria:
  1. Retaining the effective Teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), department(s), and school schedule(s). Teacher evaluation ratings will be the primary factor used in determining personnel decisions related to a reduction in force and recall from a reduction in force. Teachers earning a highly effective or an effective rating will be given preference over teachers earning a minimally effective, ineffective, developing, or needing support rating. A probationary Teacher rated as effective or highly effective on the Teacher's most recent annual year-end performance

evaluation is not subject to displacement by a tenured Teacher solely because the other Teacher is tenured under the Teachers' Tenure Act.

2. Teachers must be properly certified, approved, or authorized for all aspects of their assignments. The Teacher's certification, authorization, or approval status will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, District criteria and job descriptions, and other applicable statutes and regulations; and based on documentation on file with the Superintendent's office.
  3. A Teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent's office in compliance with Revised School Code Section 1532.
  4. If a Teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.
- D. Teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:
1. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
  2. Credentials needed for District, school, or program accreditation;
  3. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the Teacher's effectiveness in that assignment and is integrated into instruction;
  4. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
  5. Disciplinary record, if any;
  6. Length of service in a grade level(s) or subject area(s);
  7. Recency of relevant and comparable teaching assignments;
  8. Previous effectiveness ratings;
  9. Attendance and punctuality;
  10. Rapport with colleagues, parents, and students;
  11. Ability to withstand the strain of teaching;
  12. Compliance with state and federal law; or
  13. Other non-arbitrary or capricious reasons.
- E. Teachers must provide the District with current information and documentation supporting the Teacher's certification and qualifications.
1. Reduction and recall decisions will be based on the teacher's certification and qualifications in the District's records at the time of the decision.

2. A laid off teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.
  3. Failure to maintain current contact information may negatively affect the teacher's recall.
- F. Teacher reductions and recalls are by formal Board action.
- G. At least forty-eight (48) hours prior to the Superintendent recommending a Teacher reduction to the Board, the Superintendent or designee will notify, in writing, the Association and the affected Teacher of an opportunity to respond, either in person or in writing, to the proposed reduction.
- H. A Teacher who is laid off after being employed for more than one-half of the contract year shall be considered as having completed the contract year for purposes of placement on the salary schedule and the seniority list.
- I. A Teacher's length of service with the District as a classroom teacher or tenure under the Teachers' Tenure Act will not be the sole factor in reduction in force and recall decisions.
- J. Teacher reduction in force decisions will be implemented by the following:
1. If 1 or more teaching positions are to be reduced, the Superintendent will first identify the academic level(s) or department(s) affected by the reduction. Among those teachers who are certified, approved, or authorized and qualified to instruct the remaining curriculum within the affected academic level(s) or department(s), selection of Teacher(s) for reduction in force will be based on the factors set forth in this Article.
  2. Teachers within the affected academic level(s) or department(s) who are certified and qualified for the remaining positions will be retained consistent with the factors set forth in this Article.
  3. When a Teaching position is identified for reduction and there exists a concurrently vacant Teaching position for which the Teacher in the position to be reduced is both certified and qualified, and the Teacher has received an overall rating of at least effective on that Teacher's most recent year-end performance evaluation, that Teacher may be assigned to the vacant position consistent with this Article.
  4. If more than 1 Teacher whose position has been identified for reduction is certified and qualified for a concurrently vacant Teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Article.
  5. If the reduction or recall decision involves more than 1 Teacher and all other factors distinguishing those Teachers from each other are equal, seniority (as established by the most recent seniority list for the bargaining unit to which the Teachers belong or, if none exists, the District's records) will determine preference for reduction or recall.
  6. At least 30 calendar days' notice of the reduction in force being implemented will be provided to the teacher and Association, absent extenuating circumstances.
- K. Teacher Recall Process
1. A Teacher is eligible for recall under this Article for 48 months from the date the District implemented the reduction in force.

2. The Superintendent will first identify the academic level(s) or department(s) for which a teaching vacancy exists.
  3. Before or in lieu of initiating the recall of a laid-off Teacher, the Superintendent may reassign teachers to fill vacancies in accordance with this Agreement.
  4. After or in lieu of any reassignment of existing Teaching staff, the Superintendent may take either of the following actions to fill a vacancy:
    - (a) Recall the laid-off Teacher who is certified and qualified for the vacancy, provided the Teacher was rated at least effective on their most recent year-end performance evaluation. If more than 1 laid-off teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Article; or
    - (b) Post the vacancy and consider all applicants if no Teacher on layoff who was rated at least effective on their most recent year-end performance evaluation meets the certification and qualification requirements of the position.
  5. The Superintendent or designee will provide written notice using a registered letter through the United States Postal Service of the Board's recall decision to any recalled Teachers, with a copy to the Association President, and will establish the time within which a Teacher must accept recall to preserve the Teacher's employment rights. The Superintendent will provide at least 5 days from receipt of the registered letter for the teacher to respond. Failure of the employee to sign for the registered letter or to respond to the district within the timeline established in the letter, shall be considered a resignation.
  6. A laid-off teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.
  7. The recall list shall be maintained and updated by the Board until all teachers on the list have been recalled or have resigned.
- L. The individual Contract, executed between each Teacher and the Board, is subject to the terms and conditions of this agreement and all Board policies.

## **ARTICLE 15**

### **COMPLETION OF AGREEMENT**

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 subject 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 unqualifiedly waives the right, and each agree 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 except as noted below. This waiver shall extend to such subjects or matters as with due diligence could reasonably have been within the contemplation of the parties. Such subjects or matters which could not reasonably have been within the contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, or those matters which may be subsequently declared illegal or changed by law or ruling, may be reopened by either party pursuant to Article 10 of this Agreement.

## **ARTICLE 16**

### **EMERGENCY MANAGER**

An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.1541 et seq., shall have the authority to reject, modify, or terminate the collective bargaining agreement as provided in that Act.

## **ARTICLE 17**

### **TERMINATION OF CONTRACT**

This Agreement shall continue in effect for a one-year term until the fifteenth day of August 2025.

MILAN AREA SCHOOLS, WASHTENAW  
MONROE COUNTIES, MICHIGAN

MILAN EDUCATION ASSOCIATION  
MILAN, MICHIGAN

By \_\_\_\_\_  
MAS President

By \_\_\_\_\_  
Milan EA President

By \_\_\_\_\_  
MAS Secretary

By \_\_\_\_\_  
Milan EA Negotiator

By \_\_\_\_\_  
MAS Superintendent

By \_\_\_\_\_  
Milan EA Negotiator

By \_\_\_\_\_  
Milan EA Negotiator

By \_\_\_\_\_  
Milan EA Negotiator



## APPENDIX A

### Milan Area Schools – 2024-2025 School Calendar

#### August

20 Staff PD Day  
21 Staff PD Day  
22 Staff PD Day  
26 First Student Day  
30 No School - Labor Day Break

#### August 2024

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

#### September 2024

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

#### October 2024

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

#### November 2024

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

#### September

2 No School - Labor Day Break

#### October

16 Evening PT Conferences  
17 AM Classes / PM-Evening PT Conferences  
18 AM Classes / PM No School

#### December 2024

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

#### January 2025

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

#### February 2025

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

#### March 2025

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

#### November

1 No School – Staff PD Day  
27-29 No School - Thanksgiving

#### December

23-31 No School - Winter Break

#### January

1-3 No School - Winter Break  
17 No School – Staff PD Day  
20 No School – Martin Luther King Day

#### April 2025

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

#### May 2025

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

#### June 2025

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

#### July 2025

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

#### February

17 No School - Mid Winter Break  
28 No School – Staff PD Day

#### March

10-14 PT Conferences Occur  
14 AM Classes / PM No School  
24-28 No School - Spring Break

#### April

18-21 No School Easter Break

#### May

9 No School – Staff PD Day  
26 No School - Memorial Day

#### June

6 Last Student Day / AM Classes / PM Records

176 Student Days, 184 Teacher Days  
(See contract for Details)

#### HS Dates

10-25-24 Mid Semester Point  
1-16-25 End of Semester 1  
3-21-25 Mid Semester Point  
6-6-25 End of Semester 2

#### Paddock, Symons, MS Dates

11-22-24 End of Trimester 1  
3-7-25 End of Trimester 2  
6-6-25 End of Trimester 3

## APPENDIX B

### MILAN AREA SCHOOLS GRIEVANCE FORM

GRIEVANCE NUMBER \_\_\_\_\_

Name(s) of Grievant(s) or Association Representative: \_\_\_\_\_

Building of Grievant(s) or Association Representative: \_\_\_\_\_

Date alleged violation, misinterpretation, or misapplication occurred or Date when the teacher or association could reasonably be expected to be aware of the occurrence: \_\_\_\_/\_\_\_\_/\_\_\_\_

Section of agreement violated (cite specific sections):

Statement of facts giving rise to the grievance:

Relief sought:

Date of Level I Oral Discussion: \_\_\_\_/\_\_\_\_/\_\_\_\_

Building Principal or Immediate Supervisor involved in Level I Oral Discussion: \_\_\_\_\_

Signature of Grievant(s) or Association Representative \_\_\_\_\_

Signature of Building Representative \_\_\_\_\_

Signature of Building Principal or Immediate Supervisor \_\_\_\_\_

NOTE: If a teacher or the Association believes that a violation has occurred, he/she shall discuss the alleged violation with the building principal or immediate supervisor within ten (10) days of its occurrence or when the teacher or Association could reasonably be expected to be aware of the occurrence.

If applicable, the appropriate next level determined by the Superintendent during the informal discussion prior to institution of the formal grievance: \_\_\_\_\_

Initials of Grievant(s) or Association Representative: \_\_\_\_\_

Initials of Building Principal or Immediate Supervisor: \_\_\_\_\_

If this section is not completed, the next level defaults to Level II.

---

Date Level II Written Grievance received by the Building Principal or Immediate Supervisor: \_\_\_\_/\_\_\_\_/\_\_\_\_

Initials of Grievant(s) or Association Representative: \_\_\_\_\_

Initials of Building Principal or Immediate Supervisor: \_\_\_\_\_

Date of Level II Meeting: \_\_\_\_/\_\_\_\_/\_\_\_\_

Building Principal or Immediate Supervisor's Level II Written Disposition:

Building Principal or Immediate Supervisor's Signature: \_\_\_\_\_

Date Level II Written Disposition received by the Grievant(s) or Association Representative: \_\_\_\_/\_\_\_\_/\_\_\_\_

Initials of Grievant or Association Representative: \_\_\_\_\_

Initials of Building Principal or Immediate Supervisor: \_\_\_\_\_

NOTE: If this decision is unsatisfactory or if no decision is rendered within three (3) days, the grievant may proceed through the A.G.C., to Level Three within ten (10) days of the meeting at Level Two.

---

Level III Grounds for Appeal:

Date Level III Appeal received by the Superintendent or Designee: \_\_\_\_/\_\_\_\_/\_\_\_\_

Initials of Grievant or Association Representative: \_\_\_\_\_

Initials of Superintendent or Designee: \_\_\_\_\_

A.G.C. Members: \_\_\_\_\_

Date of Level III Meeting between Superintendent and A.C.G.: \_\_\_\_/\_\_\_\_/\_\_\_\_

Superintendent's Level III Written Disposition:

Superintendent's Signature: \_\_\_\_\_

Date Level III Written Disposition received by the Grievant(s) and A.G.C.: \_\_\_\_/\_\_\_\_/\_\_\_\_

Initials of Grievant or A.G.C. Representative: \_\_\_\_\_

Initials of Superintendent: \_\_\_\_\_

NOTE: If the decision is unsatisfactory or if no decision is rendered, the A.G.C. and the grievant may appeal the decision to the Board of Education within eight (8) days of the meeting at Level Three.

---

Level IV Grounds for Appeal:

Date Level IV Appeal received by the Board President, Superintendent, or Designee: \_\_\_\_/\_\_\_\_/\_\_\_\_

Initials of Grievant or Association Representative: \_\_\_\_\_

Initials of Board President, Superintendent, or Designee: \_\_\_\_\_

Date of Level IV Meeting between Board and A.C.G.: \_\_\_\_/\_\_\_\_/\_\_\_\_

Board's Level IV Written Disposition:

Board President's Signature: \_\_\_\_\_

Date Level IV Written Disposition received by the Grievant(s) and A.G.C.: \_\_\_\_/\_\_\_\_/\_\_\_\_

Initials of Grievant or A.G.C. Representative: \_\_\_\_\_

Initials of board President: \_\_\_\_\_

NOTE: If the Association is not satisfied with the disposition of the grievance at Level Four, it may, within fifteen (15) days after the decision of the Board, request, in writing, the appointment of an arbitrator to hear the grievance.

---

Level V - Date Association requested the appointment of an arbitrator: \_\_\_\_/\_\_\_\_/\_\_\_\_

## APPENDIX C

### Series 4000: District Employment

<b>T-4400</b>	<b>Professional Staff</b>
<b>T-4403</b>	<b>Performance Evaluation (Effective July 1, 2024)</b>

Performance evaluations are essential to provide quality educational services and to measure competency. This Policy does not diminish the Board's authority or ability to non-renew a professional staff member's contract at the end of the contract's term, consistent with applicable statutes, collective bargaining agreements, Policies, and individual employment contracts. This policy is not intended to change or alter the terms of a collective bargaining agreement between the Board and a labor organization. Collective bargaining agreement terms supersede inconsistent Policies unless contrary to state or federal law. This Policy does not change or alter the terms of enforceable contracts or other legal obligations.

#### A. Teachers as Defined by Revised School Code Section 1249

Teachers will be evaluated pursuant to a performance evaluation system consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:

1. a year-end evaluation process that meets statutory standards;
2. an evaluation tool that incorporates components required by law, including:
  - a. locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249;
  - b. the teacher's performance; and
  - c. objective criteria.
3. an individualized development plan (IDP) with performance goals developed by the evaluator in consultation with the teacher and recommended training designed to improve the teacher's effectiveness for:
  - a. all probationary teachers;
  - b. teachers rated minimally effective or ineffective during the 2023-24 school year;
  - c. teachers rated needing support or developing; or
  - d. at the evaluator's discretion when performance deficiencies are noted.
4. classroom observations of at least 15 minutes each which include, at a minimum, a review of the teacher's lesson plan, the state curriculum standard used in the lesson, and pupil engagement, with appropriate written feedback and a post-observation meeting between the teacher and the

school administrator conducting the observation to discuss those items;

5. a mid-year progress report, if required by law, which aligns with the teacher's individualized development plan, includes specific performance goals developed by the evaluator, and any recommended training identified by the evaluator;
6. a year-end performance evaluation effectiveness rating, of effective, developing, or needing support;
7. tenured teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations may be evaluated triennially, but if the teacher is not rated as effective on one of the triennial year-end evaluations, the teacher must receive year-end evaluations;
8. a mentor for teachers rated developing or needing support or for teachers in the first year of probation;
9. opportunity for a tenured teacher rated needing support on a year-end evaluation to request a review consistent with Revised School Code Section 1249;
10. a tool approved by MDE, a modified MDE tool, or a local evaluation tool if adopted in compliance with Revised School Code Section 1249 and corresponding regulations;
11. website posting of required information for the evaluation tool;
12. training on the evaluation tool for teachers and evaluators as required by law; and
13. other components that the Superintendent or designee deems relevant, important, or in the District's best interests.

If a tenured teacher is rated ineffective or needing support on 3 consecutive year-end evaluations, the teacher shall be discharged consistent with due process. The District is not precluded from discharging a teacher at other times as provided by the Teachers' Tenure Act.

If a teacher receives an unevaluated rating, the teacher's rating from the school year immediately before the designation must be used.

#### B. Non-Teaching Professionals Subject to the Teachers' Tenure Act

The performance evaluation system for a Non-Teaching Professional with a teaching certificate subject to the Teachers' Tenure Act must include multiple observations. An IDP will be developed during the employee's probationary period. Except during the probationary period, which must include annual evaluations, the Superintendent or designee will evaluate the employee's performance at intervals determined by the Superintendent or designee. The Superintendent or designee has discretion to select and use an evaluation tool that serves the District's best interests.

The Superintendent or designee also has discretion to implement an IDP if performance deficiencies are noted, regardless of the employee's effectiveness rating.

To the extent required by law, a tenured Non-Teaching Professional subject to the Teachers' Tenure Act rated as needing support may request a review consistent with Revised School Code 1249.

### C. Non-Teaching Professionals Not Subject to the Teachers' Tenure Act

For Non-Teaching Professionals without a teaching certificate who are not subject to the Teachers' Tenure Act, the Superintendent or designee will evaluate the employee's performance at intervals determined by the Superintendent or designee, except annual evaluation will be performed during the employee's probationary period. The Superintendent or designee has discretion to select and use an evaluation tool that serves the District's best interests.

An IDP may be established at the Superintendent's or designee's discretion.

Legal authority: MCL 38.71 et seq.; MCL 380.11a, 380.601a, 380.1233b, 380.1248, 380.1249; 380.1249a(2); MCL 423.215

Date adopted: 2-12-24

## APPENDIX D

### Series 4000: District Employment

<b>T-4400</b>	<b>Professional Staff</b>
<b>T-4402</b>	<b>Placement (Effective July 1, 2024)</b>

This policy is not intended to change or alter the terms of a collective bargaining agreement between the Board and a labor organization. Collective bargaining agreement terms supersede inconsistent Policies unless contrary to state or federal law. This Policy does not change or alter the terms of enforceable contracts or other legal obligations.

#### A. Teacher as Defined by Revised School Code Section 1249

The appropriate placement of effective teachers is an essential component in promoting student academic growth, educational outcomes, and quality educational services. The Superintendent or designee may make teacher placement decisions at their discretion consistent with this Policy.

Placement includes, but is not limited to, assignment, transfer, or the filling of a position with current staff or newly hired teachers. For vacant positions see Paragraph C (Vacancy).

Placement does not include reduction in force or recall decisions governed by Policy T-4405.

1. Consistent with Revised School Code Section 1248, teacher placement decisions shall be based on the following clear and transparent factors:

- a. Staffing the curriculum with the most effective, certified, and qualified teachers to

instruct the applicable courses, grades, and school schedule.

b. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.

c. Teacher placement decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249 and Policy T-4403.

d. Teacher placement decisions will be guided by the following criteria:

i. Retaining the most effective teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), and department(s).

ii. Teachers must be properly certified, approved, or authorized for all aspects of their assignments. The teacher's certification, authorization, or approval status will be:

A) Determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations; and

B) Based on documentation on file with the Superintendent's office.

1) A teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent's office in compliance with Revised School Code Section 1532.

2) If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.

iii. In addition, teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:

A) Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;

B) Credentials needed for District, school, or program accreditation;



- C) District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;
- D) Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
- E) Disciplinary record, if any
- F) Length of service in a grade level(s) or subject area(s);
- G) Recency of relevant and comparable teaching assignments;
- H) Previous effectiveness ratings;
- I) Attendance and punctuality;
- J) Rapport with colleagues, parents, and students;
- K) Ability to withstand the strain of teaching;
- L) Compliance with state and federal law; and
- M) Other relevant factors as determined by the Superintendent or designee.

e. Length of service may be considered as a tiebreaker if a teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.

#### B. Placement of Non-Teaching Professionals Not Subject to Revised School Code Section 1249

If a collective bargaining agreement or individual employment contract governs the Non-Teaching Professional's employment, the Superintendent or designee will comply with the applicable language on placement.

If a collective bargaining agreement or individual employment contract does not address the placement of Non-Teaching Professionals, the Superintendent or designee is authorized to place Non-Teaching Professionals at their discretion.

#### C. Vacant Positions

1. Vacancies may be posted consistent with Policies 4402R and 3132. The Superintendent or designee determines when a vacancy exists. Generally, a vacancy is an unassigned, open position or a newly created position which the District intends to permanently fill.

2. Vacancies may be filled by a certified and qualified internal or external candidate consistent with this Policy. The Superintendent or designee has full discretion to assign Professional Staff or contractors to cover employee absences consistent with business necessity and operational needs.

Legal authority: MCL 380.11a, 380.601a, 380.1248, 380.1249

Date adopted: 2-12-24