

6780

8/15/2001

MASTER AGREEMENT
BETWEEN
THE MILAN AREA SCHOOL DISTRICT
AND
THE MILAN EDUCATION ASSOCIATION

1998-1999
1999-2000
2000-2001

Milan Area Schools

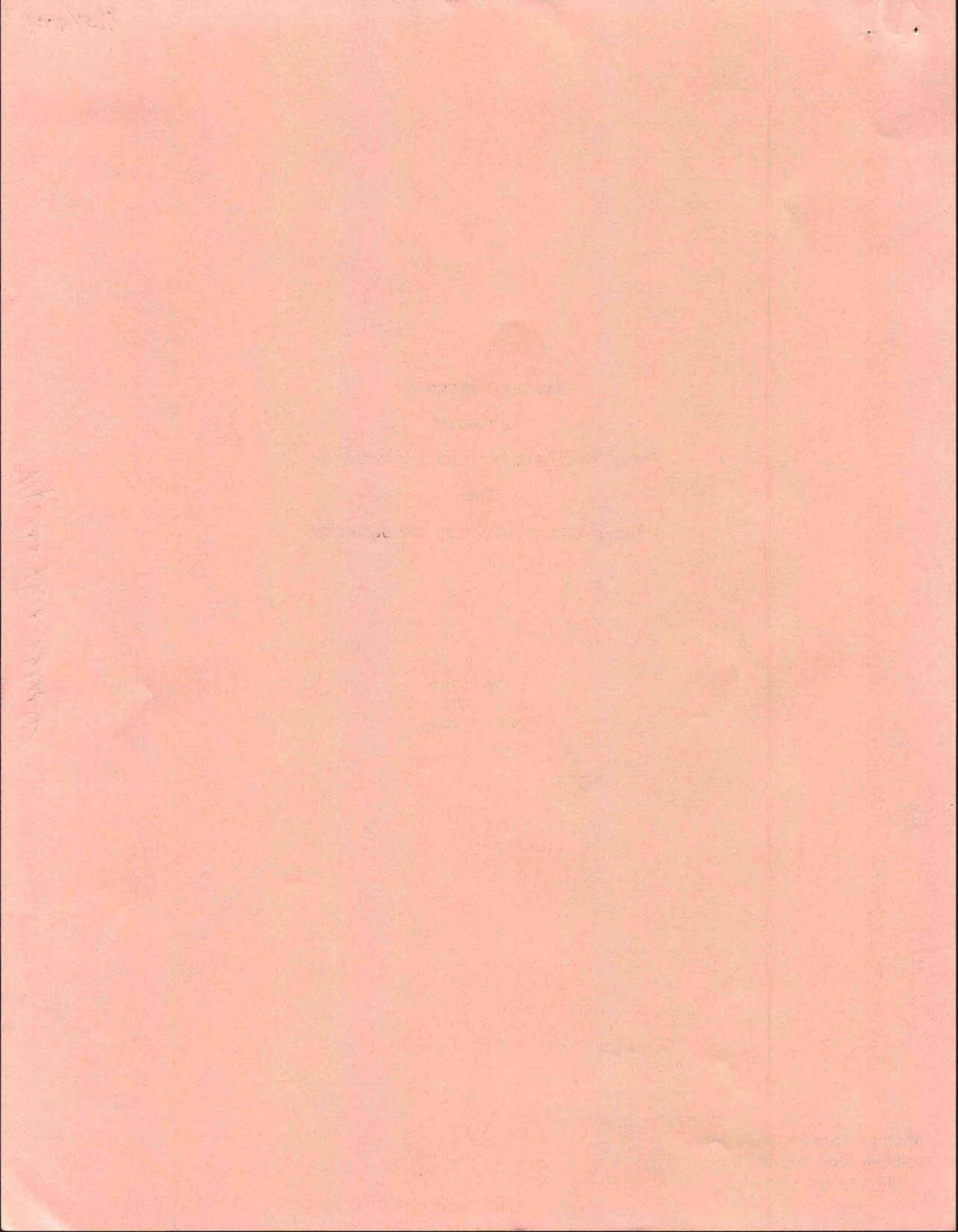


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PREAMBLE

This Agreement entered into May 13, 1998, 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 Act 336 of the Michigan Public Act of 1947 as amended by Act 379 of the Michigan Public Acts of 1965, 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. It is also agreed that if millages remain a necessity, teachers will help pass the next one.

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. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

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 Act 336 of Public Acts of 1947, as amended, for the life of this Agreement for all certified Personnel, under contract, including school psychologists, 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, Executive Director, Principals, Assistant Principals, and Curriculum Coordinator.

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 children from involvement 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 Public Act 379 of the Public Acts of 1965. 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.

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. No teacher will be disciplined or reprimanded without just cause, 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 which may be incurred by the Board. The Association may use the District mail service and teacher mailboxes for its business and social events announcements. 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 pillage 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. Payroll Deductions and Association Fees.
 - 1. Any Employee who is not a member of the Association in good standing, or who does not make application for membership within thirty (30) days from the date of commencement of duties, as a condition of employment must pay a non-member representative fee to the Association; provided however, that the employee may authorize payroll deduction for a non-member representative fee in the same manner provided in Article 3, F. 7. The non-member representation fee shall be as established by the Association. In the event that an Employee shall not pay such non-member representation fee directly to the Association, or authorize payment through payroll deduction, as provided in this Agreement, the Board shall; pursuant to MCLA 480.477; MSA 17.277(7) and at the request of the Association, deduct the non-member representation fee from the

- Employee's wages and remit the same to the Association.
2. The Association shall certify to the Board at the beginning of the school year, the membership of the Association subject to deduction of membership dues and the amount of Association dues to be deducted. The Association shall also certify to the Board as soon as the amount is known the amount of representation fees to be deducted. These amounts so certified and deducted shall be forwarded to the Association, provided that if an Employee objects to the appropriate amount of the representation fee, the amount of deduction contested shall be placed in an escrow account or otherwise handled as may be required by law and Association policy until a determination of the appropriate amount of the deduction has been made through proper procedures. An Employee contesting the appropriate amount of the representation fee to be deducted must exhaust the internal administrative procedures of the Association.
 3. The deduction of membership dues or the non-member representation fee shall be made from the first paycheck of each month from September to June of each year of this contract, and:
 - (a) For new employees who are employed after the beginning of the deduction period, the Association shall commence receiving the regular monthly deduction for such teachers from the next succeeding paycheck.
 - (b) The remission by the Board to the respective Associations shall be accompanied by a list of teachers from whom deductions have been made.
 4. All refunds claimed for the non-member representation fee or the dues of the Milan Education, MEA, or NEA under such authorization shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims or excessive dues or agency shop deductions.
 5. Pursuant to Chicago Teachers Union v. Hudson 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive and unless and until such procedures, including any administrative or judicial review, thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of the Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure. The Association shall provide to all non-members copies of the Association's Policy and Procedures.
 6. The Association agrees to indemnify and save the Board, including individual Board members, and their agents, harmless against any and all claims, demands, awards, judgements, suits, or other forms of liability by reason of action taken by the Board or its designated agent for the purpose of complying with the provisions of the non-member representation fee section. The Association shall have complete authority to compromise and settle all claims which it defends under this section. Should the indemnification provisions set forth be declared unenforceable or void by a court of competent jurisdiction, the parties agree to meet for the purpose of developing and implementing enforceable provisions.
 7. The Board agrees to make voluntary payroll deductions for plans approved by the Board, upon individual written authorization therefore, from the salaries of teachers. Procedures for these payroll deductions shall be established by the Board.
 8. Nothing contained herein shall be construed to deny or restrict any teacher rights he/she may have under the Michigan General School Laws.
- G. Teachers shall not be expected to transport students in their personal vehicles.

ARTICLE 4

COMPENSATION

- A. General provisions
1. Full credit will be given for each year of teaching in the Milan Area Schools. New teachers shall be given full credit for a maximum of four (4) years outside experience. Teachers employed prior to the 1988-89 school year were allowed up to a maximum of six (6) years outside experience. If a teacher leaves the Milan Area Schools without a prearranged leave of absence, all previous experience at Milan will be treated as outside experience.
 2. Each teacher will be located on the salary schedule at the beginning of the school year or the beginning of employment whichever occurs later. Teacher salary pay rates shall be adjusted for increased degree attainment in a related field consistent with pay levels in the salary schedules, effective the following semester. It is the responsibility of the teacher to notify the Superintendent and submit the necessary transcripts on attainment of the degree.

3. Paydays will be every other Friday. Teachers may be paid in either 26 or 21 paws by requesting the number of paws they desire. The decision on the number of paws 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 which 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 nor administration of programs nor drivers education. Part time teachers will have all benefits prorated accordingly.
5. Direct deposit of payroll checks will be prorated for teachers with banks with electronic transfer capability.

B. Basic Salary - Teachers shall be placed on Steps 1-10 based on a combination of experience in and outside of Milan Area Schools. Steps 11-26 refer to years spent within Milan Area Schools.

1. The basic salaries of teachers covered by this Agreement are as follows:

STEP	1998-99	1999-2000	2000-2001
	B.A.	B.A.	B.A.
1	31,640	32,589	33,404
2	32,414	33,387	34,221
3	33,261	34,259	35,115
4	34,211	35,237	36,118
5	35,330	36,390	37,299
6	37,092	38,205	39,160
7	39,939	41,137	42,165
8	43,465	44,769	45,888
9	47,338	48,758	49,977
10	49,379	50,860	52,132
11	50,902	52,429	53,740
16	52,121	53,684	55,026
21	53,644	55,253	56,635
26	54,254	55,881	57,278

STEP	M.A.	M.A.	M.A.
	1	36,228	37,315
2	37,025	38,136	39,089
3	37,905	39,042	40,018
4	38,922	40,090	41,092
5	40,348	41,559	42,598
6	42,855	44,141	45,244
7	46,179	47,564	48,753
8	49,773	51,266	52,548
9	53,838	55,453	56,839
10	56,003	57,683	59,125
11	57,526	59,252	60,733
16	58,745	60,507	62,020
21	60,269	62,077	63,629
26	60,879	62,705	64,273

C. Additional Salary

1. A \$1,000 allowance will be granted if a second master's degree in a related field or a specialists degree is earned.
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 \$5.00 per one-quarter (1/4) hour or any portion thereof in 1998-99 increased by \$.50 per 1/4 hour each succeeding year. The teacher may elect to substitute compensatory time which may be accumulated and used in minimum of half (1/2) day increments (H.S. - 3 periods, M.S. - 3 1/2 periods). Compensatory time cannot be used on consecutive school days. These days cannot be used after May 31st, the day before or after a holiday, or in conjunction with sick days, except in an emergency situation.
3. Terminal leave pay will be granted to a teacher who retires with at least ten (10) years of teaching in the system at the rate of \$35.00 per day for unused sick leave to a maximum of \$6,000 in 1998-99, \$40 per day to a maximum of \$6500 in 1999-2000, and \$40 per day to a maximum of \$6750 in 2000-2001, unless a teacher chooses the conversion plan for service credits; after a total of 180

sick days have been converted, the cap comes off for the remainder of that teacher's time in the district. See IX A 1 for more detail on the conversion plan. In case of death during employment, any unused sick leave shall be paid in a lump sum to the survivor previously named by the teacher at a rate established above. 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.

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 allowance will be paid within one calendar month from the receipt of the monthly mileage record by the Superintendent.

D. Fringe Benefits

1. The Board agrees to provide the following fringe benefits:

- (a) (Plan I) Upon submission of written application, the Board agrees to provide each full time employee with the full subsidy according to family status for health care protection. This health care insurance will be comparable to that provided through Blue Cross/Blue Shield of Michigan with the following coverages: 4.0 Plus plan excluding elective abortions. A special open enrollment period will be established from August 1 to September 30 each year. It is expressly understood that should the district self-insure during the life of this contract, the 50 cent co-pay would be modified in the following manner: Zero cents for generic drugs and \$2.00 for prescriptions that cannot be filled generically.
- (b) If BC/BS should allow a second carrier, the Board agrees that the Association may designate a secondary health insurance carrier. It is understood that teachers would then be able to enroll in the open enrollment period in the fall of and provisions regarding grandparenting and excess premiums as agreed to in the 1988-90 Agreement would be reinstated.
- (c) In order to avoid duplicate coverage as provided herein, teachers shall sign a disclaimer on the form provided before their premiums will be paid by the Milan Area Schools.
- (d) 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.
- (e) 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 (80/80) Plan groups.
- (f) (Plan II) Employees not electing health care protection with either the primary or secondary health carrier, 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 option of \$50 dollars to be invested in a tax sheltered annuity with a Board approved company.
- (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 one hundred twenty-five (\$125) dollar amount contributed by the Board to be invested in a tax sheltered annuity with a Board approved company.

3. The Milan Area Schools will pay the premiums subject to the rules of the carrier, to provide \$20,000 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 \$70,000 or teacher's actual wage at the time of disability. The insurance carrier will be selected by the Board.
- (b) Teachers becoming eligible for Long Term Disability will not be entitled to use sick leave days in lieu of same.
- (c) Payment of premiums by the Board for a maximum of two (2) years for insurance benefits will continue for a teacher on long term disability.

5. The Board agrees to provide the above mentioned insurance subsidies comparable to programs within the underwriting rules and regulations as set forth by the carrier in the Master Contract held by the policy holder and offer LTD to any teacher on sabbatical.

E. Extra Duty Assignments

1. Where percent is used, the amount will be computed from a Base of \$30,500 in 1998-1999, \$31,000 in 1999-2000, and \$31,500 in 2000-2001.

2. Pay periods will be the same as Article IV, A. 3.

3. Vacancies

- (a) If a new position is created or a vacancy occurs on the extra duty schedule, the designated director of the Milan Education Association shall be notified in writing as soon as the Board makes final determination that such position will be created or vacancy will occur.
- (b) Applications for vacancies that occur prior to June 30 shall be on file in writing with the Superintendent within fifteen (15) working days after notice is given to the Association designated director. For vacancies that occur between June 30 and school opening, vacancies will be posted in the Superintendent's Office. Positions filled in mid-year will be posted for the following year.
- (c) 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-member on a part time basis. It is understood that a non-staff person may be paid less than the approved amount. A non-staff person will be paid the approved amount if he/she remains in the present assignment the following year.

EXTRA DUTY SCHEDULE - WHERE PERCENTAGE IS USED, THE BASE WILL BE
1998-1999 \$30,500, 1999-2000 \$31,000, 2000-2001 \$31,500

ATHLETICS	% OF BASE
Varsity Coach	
Basketball (2) or Football (1)	18.5
Baseball (1), Track (2), Swimming (2),	12.5
Wrestling (1), Volleyball (1), Softball (1)	12.5
Cross Country (2)	9
Golf (1),	8
Soccer (2)	11
Assistant Coach	
Basketball (2) or Football (4)	11
Track (2), Baseball (1), Swimming (2), Softball (1)	8
Volleyball (1)	8
Freshman Coach	
Basketball (2)	8
Baseball (1)	6
Softball (1)	6
Volleyball (1)	4
Middle School Coach	
Basketball (4), Volleyball (2)	6
Track (2), Wrestling (1)	6
Football	4 at 6% or 3 at 8%
Cross Country (1) coach @ 6% or (2) coaches @4% each	
Cheerleading	
High School (1)	8
Assistant High School, Assistant Middle School	4
Pool Activities	9

The percentages of base that are listed would be for teaching staff only. All other salaries would be negotiated by the athletic director to a percentage less than the staff amount. Present non-staff coaches, that have coached at least five years in the Milan system, would be paid the same as a staff coach.

NON-ATHLETICS

District	
Department Heads or Grade Level Coordinators	1.5
North Central Association Chairpersons (3)	1.5
Fine Arts Chairperson (3)	1.5
High School	
Detention Supervisor (first option - non teacher) (1) \$10/hr	6 max
Band (1)	12
Play (1 Director for each of 2 H.S. Plays)	8.5
Yearbook (1)	8
F.F.A. (1)	8
Student Council (1), F.H.A. (1)	4
Debate (1)	8
Class Advisor Sr. (1)	4.5
Class Advisor Jr. (1) - If prom on site additional 1.5	6
Language Club (1), Class Advisors Soph. or Fr. (1 for each)	3

National Honor Society (1)	3.5
Graduation Coordinator (1)	2
Float Supervisor (4-1 per class)	1
Audio Visual (1)	5
Chorus (1)	3.5
Quiz Bowl (1)	3

Driver Education \$18.50 per hour in 1998-1999. Each succeeding year the rate will be increased by \$.25 per hour.

Middle School	
Audio Visual (1)	5
Band (1)	7
Detention (1)	\$10/hr 3max
Play (1 Director for 1 M.S. Play)	5
Yearbook (1), Student Council (1)	3
Chorus (1)	4-5
Newspaper (1)	2
Quiz Bowl/Spelling Bee (1)	4
Camp - Voluntary (24 hrs)	1
Elementary Newspaper (1)	2

The parenthetical numbers reproduced above 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.

ARTICLE 5

WORKING CONDITIONS

- A. District Philosophy. 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. Changes in or additions to existing requirements made of teachers which impact student discipline, parent communication, recordkeeping, 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.
- B. The school calendars for the 1998-1999, 1999-2000, and 2000-2001 school years are set forth in Appendix A which is attached hereto and made a part of this Agreement. The 1998-99 calendar will have 184 student days and 186 teacher days which includes nine (9) half-days. The 1999-2000 and 2000-2001 calendars will have 184 student days and 187 teacher days which include nine (9) half-days in 1999-2000 and seven half-days in 2000-2001. In addition, there shall be 549 instructional hours in kindergarten and 1098 instructional hours in grades 1-12.
- C. In-Service. In-service education shall be planned jointly by the Association and the administration at each level for the 1994-95 and 1995-96 years.
- D. Teaching Hours.
1. A high school teacher's work day 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 work day. Every effort will be made mutually by the Administration and the Association to deal with these duties in a most positive manner. Within said time of formal responsibility, a high school teacher shall be entitled to the following:
 - (a) A duty free lunch period no less than that provided students.
 - (b) A minimum of one preparation per day which shall be equivalent to a normal teaching period or an average of five normal teaching periods per week.
 2. A middle school teacher's-work day shall consist of not more than seven (7) hours and ten (10) minutes of formal responsibility. Within said time of formal responsibility, a middle school teacher shall be entitled to the following:
 - (a) A duty-free lunch period no less than that provided students.
 - (b) A minimum of one (1) forty-five (45) minute preparation period per day or an average of one forty-five (45) minute per day per week. A teacher's grade assignment shall be determined by where the teacher is assigned for over half of the teacher's time.
 - (c) Cafeteria duty may be included in the teacher's work day. 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.

3. An elementary school teacher's work day shall consist of not more than six (6) hours and fifty-five (55) minutes of formal responsibility. Within said time of formal responsibility, an elementary school teacher shall be entitled to the following:

(a) A minimum of 225 minutes in 1998-1999 and 240 minutes in 1999-2000 and thereafter per week of time for preparation. Each preparation period to consist of a minimum of twenty-five (25) duty-free minutes.

(b) Every elementary teacher will be provided with a minimum thirty (30) minute duty-free lunch period. No phone calls will be placed through to the teachers except in emergency situations.

4. Each teacher shall be attending to his/her teaching duties in his/her building for at least a total period of thirty-three (33) minutes for high school and middle school teachers and for twenty-six (26) minutes for elementary teachers.

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.

5. The daily preparation period will first be used for such things as thorough preparations, conferences with parents, teachers, and administrators, I.E.P.C.'s, and special assistance to students. In order to ensure a smoother transition for incoming freshmen, teachers of ninth graders may have one or more 45 minute block of instructional time. To keep those periods within the existing six (6) hour day, such teachers will have more assigned time for conferencing with students, parents, administrators and/or other members of the instructional team. This time should be used for progress reports, parent/teacher conferences, enhancing feedback to students and team meetings.

6. 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.

E. Class Size

1. The Association and the Board recognize that pupil-teacher ratio is an important aspect of a quality education program. The parties agree that class size will be lowered and equalized taking into account the availability of qualified staff, facilities, funds, and State requirements. Every reasonable effort will be made to avoid grade splits. If deemed necessary, split classes will be filled only up to 90% of the lowest grade affected. It is the goal of the Board to maintain class size at the elementary at twenty-five (25) or below providing resources are available.

2. (a) Kindergarten. The class size shall not exceed twenty-five (25). However, if additional students are added to a kindergarten class one (1) hour of aide time shall be allocated to that class for each additional student. In no instance shall kindergarten class size exceed twenty-six (26). Additional students coming into a class following March 1 of the school year shall not count in computing kindergarten class load.

(b) Grade 1. The class size shall not exceed twenty-five (25). However, if additional students are added to a first grade class one (1) hour of aide time shall be allocated to that class for each additional student. In no instance shall first grade class size exceed twenty-seven (27). Additional students coming into a class following March 1 of the school year shall not count in computing first grade class load.

(c) Grade 2. The class size shall not exceed twenty-six (26) except it is agreed that should the class size specified reach twenty-eight (28), that the matter would become a matter of concern, and plan determined to correct the situation. At such time as the class size reaches twenty-nine (29), the corrective plan will immediately be put into effect.

(d) Grades 3 - 4. The class size shall not exceed twenty-six (26), except it is agreed that should the class size specified reach twenty-eight (28), this would be a matter of concern, and a plan be determined to correct the situation. At such time as the class size reaches thirty (30), the corrective plan will immediately be put into effect.

(e) Grades 5 - 6. The class size shall not exceed twenty-seven (27), except it is agreed that should the class size specified reach twenty-nine (29), this would be a matter of concern, and a plan be determined to correct the situation. At such time as the class size reaches thirty-one (31), the corrective plan will immediately be put into effect.

(f) Every reasonable effort will be made to have students that are identified

according to Michigan Public Act 198 and the Federal Law P.L. 94-142 distributed as equitably as possible among the various staff members as determined through I.E.P.C.

3. Secondary 7 - 12.

- (a) The ratio of pupils to teachers, excluding counselors, librarians, psychologists, social workers, and administrators, shall not exceed twenty-four (24).
- (b) The total average pupil load for teachers within a department shall not exceed 155 pupils per day for the long period nor 165 pupils per day for the short period. The exceptions to the above are: Comp I and Comp II, music, physical education, and study hall. Physical education classes will not exceed an average of forty (40) students per teacher per class. Science and computer lab classes in the high school are unique and require hands-on opportunities for the students involved. Special care should be taken during scheduling to take the best advantage of lab facilities, balance classes and keep class size in line with the number of lab spaces available. When class size exceeds the number of spaces by two (2), a corrective plan will be instituted to freeze or diminish class size. High School Comp I and Comp II will be recommended at twenty-four (24) per class, but shall not exceed twenty-nine (29). A maximum of two (2) Comp classes will be assigned to a teacher. Where a number of staff members are involved in a cooperative teaching project, the amount of each person's involved time should be counted in computing the individual teacher's load.

4. Students identified through an I.E.P.C. with severe handicaps, including but not necessarily limited to the medically fragile, will be evaluated on an individual basis and provided necessary supportive services. The administration shall be sensitive to the number of special needs students placed in any given section.
5. The limitation of these provisions may be waived upon mutual agreement of the parties.
6. The administration shall have until ten (10) working days after the official membership count date to make the adjustments necessary to comply with these provisions.

F. Assignment

1. Teachers will be assigned within the scope of their Michigan Teacher Certificate. In the event that assignment is made outside the scope of the certificate, the Administration will discuss with the Association and obtain the consent of the teacher. Teachers involved with the instruction of Advanced Placement courses will be evaluated. This evaluation in the first year will be made part of the formal evaluation only at the request of the teacher. At the high school level, no teacher will be assigned more than three (3) course titles unless mutually agreeable between the teacher and the administration.
2. By June 1, the principal shall inform returning teachers that their forthcoming year's assignment can be seen. If changes in assignment are necessitated beyond that date, the principal will notify the teacher by telephone or receipted mail. In the event the teacher or teachers are dissatisfied with the proposed assignment they may request a conference with principal and/or the Association representatives to discuss the matter. It is understood that the decision of the Superintendent will be final.
3. Any assignment in addition to the normal teaching schedule, as enumerated in Article IV, E.3. shall be mutually acceptable between the Superintendent and the teacher. The teacher and/or Association may file a grievance through level four (4) for the failure of the Board to appoint or reappoint any teacher to a duty contained in the extra duty schedule. The Board determination concerning matters related to extra duty assignment shall be final.
4. Changes in building, grade, or subject assignment 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, where practical, the concerns of the teacher or teachers.
 - c. The transfer will be discussed with the teacher or teachers who will be affected prior to a final decision being made.
 - d. In the event the teacher or teachers are dissatisfied with the proposed transfer, they may request a conference with the principal and the Association Representative to discuss the matter.
 - e. 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.

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 in which smoking shall not be permitted. 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. All personal toll calls are to be billed to the teacher's home telephone. After the first personal toll call that is not billed to the home telephone, the teacher will be informed; and will thereafter be charged triple cost for any personal toll calls not billed to his/her home telephone.

- I. Vending Machines - In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages shall be installed at the request of the Association; proceeds from the vending machine(s) in the teacher's lounge will be used for a teacher's fund.
- J. 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.
- K. Athletic passes - Teaching personnel 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.
- L. 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 September. It is the responsibility of the teacher to keep the Superintendent's office informed of his/her summer address. The teacher will make such 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 biannually 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, the designated director of the Milan Education Association shall be notified of such position in writing as soon as there is final determination that such position will be created or vacancy will occur.
 - 4. Applications for vacancies that occur prior to the last day of the school year shall be on file in writing with the Superintendent within fifteen (15) working days after notice is given to the Association representative. Transfer applications will also be considered for vacancies posted. For vacancies that occur between the last day of the school year and school opening the following steps will be taken:
 - (a) Those teachers who have made a written request for transfer pursuant to L (1) above shall provide the Superintendent with three (3) self-addressed stamped envelopes to enable notification.
 - (b) Vacancies will be posted at the Superintendent's office. Positions filled in mid-year will be posted for the following year.
 - 5. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants. All other factors being equal the Board shall support a policy of transfers from within its own teaching staff.
 - 6. 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.
- M. Administrative Vacancies
 - 1. The designated representative of the Milan Education Association will be notified of any opening of an administrative position as soon as the Board makes final determination that such an opening will occur.
 - 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 6

TEACHER EVALUATION

- A. The administration will be evaluating the teacher's performance within the time of formal responsibility. The evaluation form shall be presented to the Association at the beginning of the school year. Association representatives (2 from each level) will work with the administration to develop an effective and meaningful evaluation instrument. The final criteria determination rests with the administrator.
 - 1. (a) Probationary teachers shall be formally evaluated at least two (2) times a year; the first formal classroom visitation(s) shall be prior to December 1; the second formal classroom visitation(s) shall be prior to April 15.

- (b) Any tenure teacher may request a formal evaluation, applying in writing to the principal. The principal will reply within ten (10) working days indicating that the requested evaluation will be performed in a reasonable time or, if the request is denied, stating the reasons therefore. The request and the reply shall become part of the teacher's personnel file.
2. The administrator shall prepare and submit a written evaluation and recommendations to the teacher within twenty (20) days of the final classroom visitation(s). An informal review (oral or written) of the visitation shall be given to the teacher within two (2) work days. The administrator shall hold a post-visitiation conference with the teacher for the purpose of clarifying the written report and recommendations.
 3. A teacher's signature on his/her performance report will not constitute his/her approval, but is merely an indication that the teacher is completely familiar with the report.
- B. A teacher who disagrees with the content or procedure of evaluation may submit a written answer which shall be attached to the file copy of the evaluation in question and/or submit any complaints through Level 4 of the grievance procedure.
 - C. If an administrator believes a teacher is doing unacceptable work, the reasons shall be set forth in specific terms. Included will be examples of specific ways in which the teacher is to improve and assistance may be given by the administrator and other staff members. In subsequent conferences it shall be the responsibility of the individual teacher to inquire whether adequate improvement has taken place. -
 - D. Monitoring and observation of the work performance of the teacher shall be conducted openly. The public address or audio system or similar types of communications will not be used for the purpose of evaluation.
 - E. 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. Test results of academic progress of students shall not be used as the sole determinant or in isolated instances to evaluate the quality of a teacher's service or fitness for retention.
 - F. All communications, including evaluations by Milan Administrators, commendations, and documented complaints directed toward the teacher which are to be included in the personnel file shall be made available for review of the teacher prior to placement in the file; a copy of any such communication will be provided to the teacher at this time. Pre-placement information such as confidential credentials, letters of reference from universities, individuals, or previous employers are exempt from such review. A written statement for inclusion in the personnel file may then be made by the teacher in regard to materials that were not signed by the teacher. A representative of the Association may accompany the teacher.
 - G. Ordinarily, observations of teachers shall not be for less than a full class period or for the duration of a particular teaching lesson.

ARTICLE 7

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. 1. Assault. 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, 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 which 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. The teacher may be subject to disciplinary action by the Board if the situation warrants same.

ARTICLE 8

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 XIII.
- 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 Act 379 of the Michigan Public Act of 1965, as amended, shall be followed.

ARTICLE 9

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:

0 to 10 years experience at Milan	12 days
Over 10 years experience at Milan	13 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-fifth (1-1/5) days per month for those with less than 10 years experience at Milan or one and three-tenths (1-3/10) 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 prorated from the next three (3) consecutive payroll checks 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 work days 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. see 9.A.1.h for the only exception.
 - (d) 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.
 - (i) In exchange for 180 accumulated sick days earned in the Milan Area Schools, the District will purchase one year of service time in the Michigan Teacher Retirement System. To be eligible to apply for this benefit, a teacher must have accumulated a total of two hundred (200) days or more. Teachers will be considered on a "first come first served" basis until up to ten (10) have been accommodated. Teachers presently eligible, will be accepted on a seniority basis. The deadline for application is October 31st. Whenever sick days are used for severance purposes, the cap of two hundred ten (210) days will be waived.
2. Sick leave bank
- (a) Definitions:
 - (1) "Bank" when used hereinafter shall refer to the tenure sick leave bank.
 - (2) The word teacher as hereinafter used shall refer to a participating staff member who has acquired tenure or who has been employed for a period of three (3) years and has accumulated twenty-two (22) sick days in the Milan Area Schools.
 - (b) Any teacher defined in A.2. above may elect to become a participating member of the tenure sick leave bank by authorizing in writing within three (3) working days of the beginning of the school year. Said authorization shall be filed with the Superintendent.
 - (c) Tenure Sick Leave Bank Accumulation:
 - (1) At the close of the school year any days not so used as hereinafter stated from the bank shall remain in the bank for the next year's use. All new members shall be required to contribute one (1) personal sick leave day as hereinafter mentioned.
 - (2) If at any time the bank shall be exhausted, each participating teacher shall thereafter contribute one more personal sick leave day to the bank here and before stated.
 - (d) Eligibility for withdrawal of days from the bank:
 - (1) Any participating teacher shall be eligible for consideration by the Board of trustees for withdrawal of days from the bank when he/she meets the following conditions:
 - a. Have used all his/her current sick leave eligibility, and
 - b. Exhausted all of his/her accumulated sick leave from previous years, and
 - c. Shall have been ill ten (10) consecutive work days immediately preceding the application for days from the bank,
 - d. Shall be eligible for a maximum number of days equal to twice the accumulated sick leave and the current sick leave eligibility as determined at the beginning of the absence for which sick leave bank days are requested.
 - (2) No teacher may withdraw any days from the bank except for use as personal sick leave (not including normal child care), nor may sick leave bank days be utilized in lieu of long-term disability.
 - (3) It is understood that exceptional cases, where a teacher has no accumulated sick leave, will be considered. Approval of use of sick leave bank days will require unanimous approval by the Tenure Sick

Leave Board of Trustees.

(e) A Board of Trustees shall be elected to administer the bank. The high school, middle school, and elementary personnel shall elect one board member each. The fourth member shall be an administrator.

(1) Duties and Rights - When a teacher requests sick leave from the bank, the Board of Trustees may do any one or all of the following to determine if the request is legitimate:

- a. The Board of Trustees shall have the sole discretion to authorize use or discontinuance of use of days from the sick leave bank in accordance with the eligibility requirements of section d. above
- b. Check with the doctor in charge and/or require written confirmation of a confining illness at any time during the period covered by the bank's sick leave.
- c. May forthwith cease further bank sick leave withdrawals if it is determined that these withdrawals are being abused. This action shall be done only by a majority vote of the Board of Trustees.
- d. Investigate the application and/or use of days from the sick leave bank.

(2) Responsibilities:

- a. Inform the borrower and Superintendent of any change in status, pay, or upon end of coverage.
- b. Keep accurate books showing the present status of anyone borrowing from the bank.

3. Personal Leave - A maximum of three (3) personal days will be allowed each year except where a bonus day applies. 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 an inservice or school improvement day, or in conjunction with sick days, 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 which 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. Forms will be available in the principal's office.
- (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 (4) days. The Association Directors will make the request for such days.
6. Teachers who have been in the employ of the Board for a minimum of seven (7) years may be granted a sabbatical leave not to exceed one (1) year. Teachers on sabbatical leave for the entire year will receive fifty (50) percent of their annual base salary. Teachers on sabbatical leave for one (1) semester will receive twenty-five (25) percent of their annual base salary. The Board shall continue to pay the insurance premiums during the duration of the leave including LTD coverage.
 - (a) Sabbatical leaves may be granted for the following reasons:

- (1) Formal Study - For earning credit toward an advanced degree on a planned program beyond the Master's Degree at an accredited college or university.
 - (2) Research and/or writing - All research and/or writing sabbaticals shall be under the guidance of competent research personnel and shall be for the purpose of fulfilling the needs of the district. If such a sabbatical is requested, a committee of teachers and administrators shall review the topic submitted to determine if it would fulfill an educational need of the district.
- (b) The Board will give equal weight to the following criteria for applicant priority:
- (1) Date of filing application
 - (2) Purpose of leave
 - (3) Length of service in the district
 - (4) Professional growth of staff member
 - (5) Potential benefit to school system
 - (6) Demonstrated dedicated service to the school system.
- (c) Before beginning a sabbatical leave, the teacher shall enter into a contract with the district to return to active service in the Milan Area Schools for a period of at least two (2) years after the expiration of such leave. A teacher who does not fulfill this agreement shall repay the full amount received for the sabbatical.
- (d) Sabbatical leave shall be limited to not more than one (1) percent of the teachers in the Milan Area Schools District in any one school year and the granting of such leave shall be at the discretion of the Board of Education.
- (e) A teacher returning from a sabbatical leave of one year or less shall be entitled to return to his/her same position. The teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period. Unused sick leave accumulation prior to the beginning of the leave shall be restored upon return, but no accumulation shall take place during the leave.
- (f) Application for sabbatical leave must be made to the Superintendent not later than February 1 of the preceding school year.
7. 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 reinstated.
8. 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 other wise 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. The employer will assign an employee returning to duty after a leave of one (1) year or less to the same 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.
 - (d) Military leave of absence shall be granted to any teacher in accordance with Public Act 145 of 1943, as amended.
 - (e) 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 a school year. A letter of availability shall reach the Superintendent no later than the preceding April 1. Failure to comply with this provision shall be interpreted as a resignation of employment.
 - (b) Not diminish or accrue seniority of the individual and the rights attendant thereto.
 - (c) 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).
 - (d) 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 10

GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a claim by a teacher or the Association that there has been a violation of the expressed terms of this contract, or written Board policy (if it relates to conditions of employment). 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.
- B. The Association shall designate representatives for each building to handle grievances when requested by the grievant and shall inform the Superintendent of their names no later than ten (10) days after the beginning of the school year.
- 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 work days.
- 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 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. 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.
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 Association Grievance Committee, hereinafter called the A.G.C., to Level Three within five (5) 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 five (5) days of the decision.
 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.
 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 (3) from the list of arbitrators.
 - (a) Individual teachers shall not have the right to process a grievance at Level Five.
 - (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.
 - (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 teacher evaluation.
 - (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.

- (h) 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.
- (i) 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 prosecuted. Should a teacher fail to appeal a decision within the limits specified, or leave 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 time result in hardship to any party, the Board and the Association shall use their best efforts to process such 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 11

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 12

LAYOFF AND RECALL

- A. The parties to the Agreement, realizing that it is within the discretion of the Board to assign staff and to prescribe and correspondingly to reduce the education program and curriculum, agree that when the Board does in fact reduce the educational program or curriculum, the following procedures will govern the reduction:
 - 1. Probationary Teachers
 - (a) New employees hired into the unit shall be considered probationary employees as prescribed by the Tenure Act.
 - (b) Probationary employees will have no seniority.
 - (c) Probationary teachers shall be laid off first. However, a probationary teacher shall not be laid off unless there is a tenure teacher who is certified, qualified and available to perform the duties of the position the probationary teacher is vacating.
 - 2. Tenure Teachers
 - (a) Any employee who is granted tenure by the Milan Board of Education shall have seniority from their last date of hire.
 - (b) Credit given for outside teaching experience in other school districts shall not be considered for the purpose of accumulating seniority but shall serve to reduce the probationary period within the provisions of the Tenure Act.
 - (c) Only continuous employment within the system will be counted for the purpose of accumulating seniority; however, leaves of absence granted for a period of less than one year, according to this contract, shall not constitute interruption of continuous service and shall be counted for the purposes of seniority. Leaves of absence granted for a period of one year or more, according to this contract, shall not constitute interruption of

- continuous service, but shall not be counted for purposes of seniority.
- (d) If a reduction in teaching personnel is still necessary after the procedures in (A)(1) have been followed, then tenure teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this section shall be made in the inverse order of seniority, i.e. those with the least seniority are to be laid off first. For the purpose of this article "seniority" is defined to mean the amount of time an individual is continuously employed within the school district.
 - (e) A tenure teacher, who is laid off pursuant to this Article, has the right to be placed in a teaching position for which he/she is certified. The Association recognizes that in the areas of 7-8th grade instrumental music or foreign language, a teacher must have an endorsement in that area. The Association recognizes that in the areas of 7-8th grade industrial arts, Home Economics, and Art, a teacher who is certified must also be qualified to teach these subjects. "Qualified" shall be used only in referring to these positions and shall be defined as having four (4) hours college credit in the area or one (1) year's teaching in the area, or its equivalent, or agrees to accumulate a minimum of four (4) semester hours. Such course work, if needed, is to be undertaken and completed within the first school year in which the teacher assumes the new position. The tuition costs of such training shall be borne by the Board of Education.
- B. The Board shall prepare a seniority list, listing employee dates of hire, certification and endorsements, and transmit a copy to the Association by January 15. Should the Association question the accuracy of the seniority list, it will promptly make its concern in this regard known to the Board, in no event later than February 1.
 - C. When a reduction and/or reassignment due to layoff is contemplated, the Association designee shall be notified at least forty-eight (48) hours prior to Board action on such changes.
 - D. Teachers who are laid off during a contract year shall be considered as having completed the contract year for purposes of placement on the salary schedule if employed for more than one-half of the school year. If the teacher is employed for one-half year or less, he/she shall be considered as having completed one-half of the school year.
 - E. Recall Procedures
 1. Recall of tenure teachers shall be in the inverse order of layoff, i.e., those laid off last will be recalled first; provided, however that a teacher to be reassigned shall be certified and qualified as herein set forth to teach the specific course he/she is being assigned.
 2. Recall shall be by personal contact or certified mail, return receipt requested. Employees notified by mail of recall, who do not notify the Administration within five (5) days of receipt of notice, or in any event fail to report for duty within fifteen (15) days of the date of mailing notice of recall, shall be considered as resigned.
 3. It shall be the duty of each teacher to maintain a current mailing address with the Superintendent's office.
 4. The recall list shall be maintained and updated by the Board until all teachers on the list have been recalled or have resigned.
 5. The Board shall not be obligated to recall laid off probationary teachers for a period longer than two (2) years from the first school day of the next school year.
 - F. The individual Contract, executed between each teacher and the employer, is subject to the terms and conditions of this agreement. It is specifically agreed that this article takes precedence over and governs the individual contract is expressly conditioned upon this article.

ARTICLE 13

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 reasonable 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 VIII of this Agreement.

ARTICLE 14

TERMINATION OF CONTRACT

This Agreement shall continue in effect for a three (3) year term until the fifteenth day of August, 2001.

MILAN AREA SCHOOLS, WASHTENAW
AND MONROE COUNTIES, MICHIGAN

MILAN EDUCATION ASSOCIATION
MILAN, MICHIGAN

By Arnold A. Jankant
Its President

By Wendell Hill
Its President

By Rose Budd
Its Secretary

By Steven R. Pt
Chief Negotiator

By Dennis M. McCamb
Its Superintendent

Milan Area Schools 1998-99 Calendar

August 1998

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 1998

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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			

October 1998

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				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 1998

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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 1998

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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 1999

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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 1998

- 24 AM district staff meeting/PM classes
- 25 AM classes/PM building meetings
- 26 First full day

September 1998

- 7 No School - Labor Day

October 1998

- 7 District inservice day
- 30 AM classes/PM records & school improvement

November 1998

- 11 Evening parent/teacher conferences
- 12 AM classes/PM & evening parent/teacher conferences
- 13 AM classes/PM no school (Teachers may leave)
- 26 No school - Thanksgiving
- 27 No school - Thanksgiving

December 1998

- 18 Winter break begins at end of day

January 1999

- 4 Classes resume
- 15 AM classes (h.s./m.s. only)/ PM records
- 18 No school - records day

February 1999

- 4 District inservice day
- 15 No school - mid-winter break

March 1999

- 25 AM classes (ele. only)/PM spring conferences
- 26 AM classes/PM records & school improvement

April 1999

- 1 Spring break begins at end of day
- 12 Classes resume

May 1999

- 31 No school - Memorial Day

June 1999

- 8 AM exams/PM records
- 9 AM exams/PM records

February 1999

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
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March 1999

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April 1999

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24	25	26	27	28	29	30

May 1999

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June 1999

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27	28	29	30			

July 1999

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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

(184 student days, 186 teacher days)

Milan Area School 1999-2000 Calendar

August 1999

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15	16	17	18	19	20	21
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September 1999

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October 1999

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November 1999

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December 1999

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January 2000

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August 1999

23	AM district staff meeting/PM classes
24	AM classes/PM building meetings
25	First full day

September 1999

6	No School - Labor Day
29	District inservice day

October 1999

29	AM classes/PM records & school improvement
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November 1999

10	Evening parent/teacher conferences
11	AM classes/PM & evening parent/teacher conferences
12	AM classes/PM no school (Teachers may leave)
25	No school - Thanksgiving
26	No school - Thanksgiving

December 1999

17	Winter break begins at end of day
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January 2000

3	School resumes
14	AM classes (h.s./m.s. only), PM records
17	No school - records day

February 2000

3	District inservice day
14	No school - mid-winter break

March 2000

14	District inservice day
23	AM classes (ele. only), PM spring conferences
24	AM classes/PM records & school improvement
31	Spring break begins at end of day

April 2000

10	School resumes
21	No school - Easter break
24	No school - Easter break

May 2000

29	No school - Memorial Day
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June 2000

8	AM exams/PM records
9	AM exams/PM records

February 2000

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March 2000

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April 2000

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May 2000

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June 2000

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July 2000

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23	24	25	26	27	28	29
30	31					

(184 students days, 187 teacher days)

Milan Area Schools 2000-01 Calendar

August 2000

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September 2000

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October 2000

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November 2000

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December 2000

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January 2001

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21	22	23	24	25	26	27
28	29	30	31			

August 2000

21	AM district staff meeting/PM classes
22	AM classes/PM building meetings
23	First full day

September 2000

4	No school - Labor Day
27	District inservice day

November 2000

8	Evening parent/teacher conferences
9	AM classes/PM & evening parent/teacher conferences
10	AM classes/PM no school (Teachers may leave)
23	No school - Thanksgiving
24	No school - Thanksgiving

December 2000

22	Winter break begins at end of day
----	-----------------------------------

January 2001

8	School resumes
12	AM classes (h.s./m.s. only)/PM records
15	No school - records day

February 2001

1	District inservice day
12	No school - mid-winter break

March 2001

13	District inservice day
22	AM classes (ele. only)/PM spring conferences
23	AM classes/PM records & school improvement

April 2001

12	Spring break begins at end of day
23	School resumes

May 2001

28	No school - Memorial Day
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June 2001

7	AM exams/PM records
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February 2001

S	M	T	W	T	F	S
				1	2	3
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18	19	20	21	22	23	24
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March 2001

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April 2001

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22	23	24	25	26	27	28
29	30					

May 2001

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27	28	29	30	31		

June 2001

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24	25	26	27	28	29	30

July 2001

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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

(184 student days, 187 teacher days)

APPENDIX B
MILAN AREA SCHOOLS
GRIEVANCE FORM

GRIEVANCE NUMBER _____

CAUTION: Any grievance not in accordance with this form may be rejected as improper. No time limits will be extended for improper filing or filling out of this form.

ORAL DISCUSSION OF LEVEL I WAS HELD ON _____ DAY OF _____, 19 __

LEVEL II DATE GRIEVANCE OCCURRED _____

NAME(S) OF GRIEVANT(S) _____

BUILDING _____ ASSIGNMENT _____

STATEMENT OF FACTS GIVING RISE TO GRIEVANCE:

SECTION OF AGREEMENT OR WRITTEN BOARD POLICY VIOLATED. (CITE SPECIFIC SECTIONS)

RELIEF SOUGHT:

Dated _____ Signature of Grievant _____

Dated _____ Signature of Building Representative _____

RECEIVED BY PRINCIPAL OR HIS AGENT Date _____ Initials _____

DISPOSITION BY THE PRINCIPAL

DATE _____ Signature of Principal _____

GRIEVANCE NUMBER _____

LEVEL III
APPEAL GROUNDS:

DATED _____
Signature of Grievant

DATED _____
Signature of A.G.C.

RECEIVED BY SUPERINTENDENT OR HIS AGENT _____
Date Initials

DISPOSITION BY SUPERINTENDENT

DATED _____ Signature of Superintendent _____

LEVEL IV
APPEAL GROUNDS:

DATED _____
Signature of Grievant

DATED _____
A.G.C. Signature

RECEIVED BY BOARD OF EDUCATION REVIEW COMMITTEE OR THEIR AGENT

_____ Date Initials

DISPOSITION BY B.E.R.C.:

DATE _____
Signature

LEVEL V
APPEALED TO ARBITRATION

Date _____ Signature _____

APPENDIX C
NOTIFICATION
OF INTENT TO UTILIZE
PERSONAL BUSINESS DAY

NAME: _____

DATE OF BUSINESS DAY: _____

The utilization of this personal business day is in conformity with the terms of the Master Agreement.

Signature

Date

Principal _____

1910

1911

1912

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