

**Fraser Public Schools and the Fraser Education Association
Tentative Agreement
August 23, 2024**

2024 – 2025:

- All bargaining unit members hired prior to the 2024 - 2025 school year receive One (1) full step increase from their ending 2023 – 2024 step.
- 3.00% increase to the structure.

2024-2025 (3% Increase)					
Step	BA	MA	MA-15	MA-30	PHD
1	\$43,152	\$49,970	\$51,219	\$53,012	\$54,012
2	\$44,878	\$51,969	\$53,268	\$55,132	\$56,132
3	\$46,673	\$54,047	\$55,398	\$57,337	\$58,337
4	\$48,540	\$56,209	\$57,614	\$59,630	\$60,630
5	\$50,482	\$58,458	\$59,919	\$62,016	\$63,016
6	\$52,501	\$60,796	\$62,316	\$64,497	\$65,497
7	\$54,601	\$63,228	\$64,809	\$67,077	\$68,077
8	\$56,785	\$65,757	\$67,401	\$69,760	\$70,760
9	\$59,056	\$68,387	\$70,097	\$72,550	\$73,550
10	\$61,418	\$71,122	\$72,900	\$75,452	\$76,452
11	\$63,875	\$73,967	\$75,816	\$78,470	\$79,470
12	\$66,430	\$76,926	\$78,849	\$81,609	\$82,609
13	\$69,087	\$80,003	\$82,003	\$84,873	\$85,873
14	\$71,850	\$83,202	\$85,282	\$88,267	\$89,267
15	\$74,724	\$86,530	\$88,693	\$91,797	\$92,797

- Increased missed prep to \$50/hour.
- Appendix A:
 - Additional Class Assignments - Any secondary teacher who is assigned to teach an additional class on a regular basis shall be paid a one-fifth (1/5) of his regular salary, as determined from Exhibit A, pro rata during the period of such assignment.
 - The teacher in charge, up to two (2) per building, will each be compensated three percent (3%) in accordance with Exhibit A, Subject-Matter Related Assignments.
 - Increase Undesignated Supplemental Pay to:
 - Elementary (each) 6% of BA – 1
 - Richards Middle School 10% of BA – 1
 - Fraser High School 18% of BA – 1
- See Supplement for language changes.
- All other contract terms remain the same.

2025 – 2026:

- All bargaining unit members hired prior to the 2025 - 2026 school year receive One (1) full step increase from their ending 2024 – 2025 step.
- 3.50% increase to the structure.

2025-2026 (3.5% Increase)					
Step	BA	MA	MA-15	MA-30	PHD
1	\$44,662	\$51,719	\$53,012	\$54,867	\$55,867
2	\$46,448	\$53,787	\$55,132	\$57,062	\$58,062
3	\$48,306	\$55,938	\$57,336	\$59,343	\$60,343
4	\$50,238	\$58,176	\$59,630	\$61,717	\$62,717
5	\$52,248	\$60,503	\$62,016	\$64,187	\$65,187
6	\$54,338	\$62,923	\$64,496	\$66,753	\$67,753
7	\$56,512	\$65,441	\$67,077	\$69,425	\$70,425
8	\$58,772	\$68,058	\$69,759	\$72,201	\$73,201
9	\$61,123	\$70,780	\$72,550	\$75,089	\$76,089
10	\$63,568	\$73,612	\$75,452	\$78,093	\$79,093
11	\$66,111	\$76,557	\$78,471	\$81,217	\$82,217
12	\$68,755	\$79,618	\$81,608	\$84,464	\$85,464
13	\$71,505	\$82,803	\$84,873	\$87,844	\$88,844
14	\$74,365	\$86,115	\$88,268	\$91,357	\$92,357
15	\$77,340	\$89,560	\$91,799	\$95,012	\$96,012

- All other contract terms remain the same.
- The 2025-2026 calendar will be similar to the 2024-2025 calendar. Any substantive changes will be negotiated.

2026 – 2027:

- All bargaining unit members hired prior to the 2026 - 2027 school year receive One (1) full step increase from their ending 2025 – 2026 step.
- 4.00% increase to the structure.

2026-2027 (4% Increase)					
Step	BA	MA	MA-15	MA-30	PHD
1	\$46,448	\$53,787	\$55,132	\$57,062	\$58,062
2	\$48,306	\$55,938	\$57,336	\$59,343	\$60,343
3	\$50,238	\$58,176	\$59,630	\$61,717	\$62,717
4	\$52,248	\$60,503	\$62,016	\$64,187	\$65,187
5	\$54,338	\$62,923	\$64,496	\$66,753	\$67,753
6	\$56,512	\$65,441	\$67,077	\$69,425	\$70,425
7	\$58,772	\$68,058	\$69,759	\$72,201	\$73,201
8	\$61,123	\$70,780	\$72,550	\$75,089	\$76,089
9	\$63,568	\$73,612	\$75,452	\$78,093	\$79,093
10	\$66,111	\$76,557	\$78,471	\$81,217	\$82,217
11	\$68,755	\$79,618	\$81,608	\$84,464	\$85,464
12	\$71,505	\$82,803	\$84,873	\$87,844	\$88,844
13	\$74,365	\$86,115	\$88,268	\$91,357	\$92,357
14	\$77,340	\$89,560	\$91,799	\$95,012	\$96,012
15	\$80,434	\$93,143	\$95,472	\$98,814	\$99,814

- All other contract terms remain the same.
- The 2026-2027 calendar will be similar to the 2024-2025 calendar. Any substantive changes will be negotiated.

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SUPPLEMENT

MEMBERSHIP STATUS AND PAYROLL DEDUCTION:

It is agreed that any bargaining unit member may voluntarily choose to have dues or other fees for the Fraser Education Association – Local 1 MEA/NEA deducted from their District payroll by completing a deduction authorization form and providing it to the payroll office. The form will authorize the deduction of funds and assignment of those funds to the Association (including the National Education Association and the Michigan Education Association). Such authorization shall be voluntary. It is understood by both parties that the payment and/or deduction of dues is not a condition of employment.

A bargaining unit member may revoke authorization at any time through written notice (email acceptable) of revocation to the payroll department. Revocation shall be effective to cancel all deductions provided the authorization is received at least one week prior to the payroll period. Revocations that are provided less than one week prior to a payroll period will not be effective until the next payroll period. If a bargaining unit member revokes dues deduction, the District will provide notice of that revocation within two calendar weeks of its receipt.

The amount of dues to be deducted from each bargaining unit member electing for deduction will be provided to the District by the Association no later than August 15 of each year. Pursuant to the bargaining unit members' authorization, deduction of membership dues shall be made in 19 equal installments beginning in September of each year, and the Board agrees to remit to the Association all monies deducted, within two calendar weeks of each payroll deduction.

No deductions will be taken from bargaining unit members who are on an unpaid leave of absence. Upon return, the district will resume the equal installments.

The Association will defend and save harmless the District for any and all claims, demands, suits, and other forms of liability by reason of action taken by the Employer for the purpose of complying with this section provided.

1. The Employer gives timely notice of such action to the Association, and
2. The Employer cooperates with the Association and its counsel as required by law, and
3. The Association shall have authority to compromise and settle all claims which it defends under this Article.

EMPLOYEE PROTECTION / DISCIPLINE:

Employee Discipline

The standard for disciplinary decisions will be the standard set forth in Article IV, Section 1 of the Michigan Teachers' Tenure Act, MCL 38.101.

The term "discipline" as used in this Agreement includes written warnings included in the personnel file; written reprimands; suspensions without pay; reduction in compensation or any professional advantage; discharges; or other actions of disciplinary nature.

The termination or nonrenewal of a probationary teacher is subject to the provisions of the Michigan Teachers' Tenure Act (see, MCL 38.83 and 38.92) and Article VII.D. of this Agreement.

Discipline shall be subject to the grievance procedure, herein set forth, including arbitration. The specific grounds for disciplinary action will be presented to the bargaining unit employee and the Association.

For discipline that involves the discharge or demotion of a tenured teacher or the non-renewal of a probationary teacher, the mandates, standard and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., shall apply.

Progressive Discipline

The Board recognizes the value of progressive correction which normally begins with formal counseling, and when appropriate, the affected bargaining unit employee will be notified in writing of alleged violations together with suggested corrections for improvement.

The following progression of discipline shall be followed, for each specific unrelated incident, prior to the imposition of any economic discipline on any employee of the bargaining unit:

1. Oral and/or written warning, then
2. Written reprimand, then
3. Suspension without pay, then
4. Discharge

No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize that the severity of an offense may provide cause for the acceleration of the above progression of discipline.

In the event a bargaining unit employee is disciplined and receives one of the forms of Progressive Discipline defined above, that employee's evaluation rating will not be reduced based solely on the discipline. The evaluation rating may, however, be impacted if the subject of the discipline is directly related to the domains within the evaluation tool.

Association Representation – Replaces Article I, C

A bargaining unit employee shall be entitled to have present an Association representative in any interview or meeting relative to an allegation made against the employee by a parent, student, or colleague that is the subject of the meeting or where the administration suspects the bargaining unit employee may have committed some offense. The association representative shall be informed of the general subject matter of any meeting a bargaining unit employee is required to attend in advance of the meeting and shall be permitted to meet privately with the bargaining unit employee in advance of such a required meeting. The bargaining unit employee shall be entitled to the specific representative of their choice but if that person is not immediately available the meeting will not be unreasonably delayed. When a request for such representation is made, no action shall be taken with respect to the bargaining unit employee until such representative of the Association is present.

Complaints and Notification – Replaces Article I, D

Except when immediate action is necessary for the health, safety, and welfare of students, a bargaining unit employee shall be entitled to notification of any infraction of rules or delinquency in professional performance and be guaranteed a prearranged bargaining unit employee - administrative meeting where reasons for giving any warning, reprimand, or other disciplinary action shall be stated.

No disciplinary documents or student, parent or school personnel complaints originating after initial employment will be placed in a bargaining unit employee's personnel file unless the bargaining unit employee has been provided a copy of the material. The bargaining unit employee may submit a written reply regarding any discipline contained in the employee's personnel file, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit employee's file, the affected bargaining unit employee shall review, and sign said material. Such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

Complaints, as defined in this Section, shall not be useable for the purposes of annual bargaining unit employee performance evaluations unless the complaint is substantiated and discussed with the bargaining unit employee.

Any alleged serious or repetitious infractions of rules or delinquency in professional performance not brought to a bargaining unit employee's attention within ten (10) work days of administration's knowledge of said infraction, shall not be the subject of further evaluation or record.

Miscellaneous Protections:

No bargaining unit employee will evaluate or discipline other bargaining unit employees.

Neither the mentor nor the mentee shall be permitted to participate in any matter related to the evaluation of the other. The mentor shall not be called as a witness in any grievance or administrative hearing involving the mentee unless the grievance or administrative hearing is in regard to misconduct. The mentee shall not be called as a witness in any

grievance or administrative hearing involving the mentor unless the grievance or administrative hearing is in regard to misconduct.

The District shall indemnify and otherwise hold harmless any bargaining unit employee serving as a participant on District, State or federally mandated committees. At District expense, the bargaining unit employee(s) shall be provided with legal counsel in the event of complaints and/or litigation arising as a consequence of participation on such committees.

Personal File – Replaces Article IX, E (first 2 paragraphs)

A bargaining unit employee will have the right to review the contents of their personnel file and to have representative of the Association accompany him/her in such review.

No written record of a “verbal warning” shall be contained in the Personnel File.

Upon the written request of the affected teacher, a written warning or written reprimand shall be removed from the teacher’s personnel file after four (4) years from the date of the written reprimand or written warning, provided that the affected teacher has not received a written reprimand or written warning within the four-year period. This provision shall not apply to written evaluations or other documents contained in the personnel file except written reprimands and written warnings as provided above.

PLACEMENT (ASSIGNMENTS and TRANSFERS):

Assignments and Transfers

All bargaining unit employees shall be given written notice of their tentative assignment for the forthcoming school year no later than June 1. For secondary bargaining unit employees, such notice shall include building, department(s), and a listing of probable courses to be taught. For elementary bargaining unit employees, such notice shall include building(s), grade(s), and/or courses to be taught. Except as limited herein, the District will have the right to determine assignments. Other than in exceptional circumstances, bargaining unit employees shall only be assigned in areas in which they are appropriately certified.

For other bargaining unit employees, such notice shall include work locations and/or work schedule.

Transfer Requests

A “transfer” shall be defined as either a voluntary or involuntary change in: (1) a bargaining unit employee’s position to another position within the bargaining unit, (2) in building assignment, (3) in grade level(s) included in an assignment in preK-6 ; changes within early elementary (preK-K), lower elementary (1-3), or upper elementary (4-6) will not amount to a change in assignment, (4) in subject area(s) included in an assignment, (5) in a non-classroom assignment such as interventionist, guidance counselor, literacy coach, etc., or (6) in Special Education assignment such as learning disability, emotionally impaired, etc.

Voluntary Transfers

Requests by a bargaining unit employee for any vacancy shall be made in writing to the central office, with a copy to the Association. The request shall specify the school, grade, subject/position sought, and the applicant's academic qualifications. All transfer requests shall be made to the Director of Human Resources, with a copy to the Association, on or before April 1 of each school year. The transfer request of a bargaining unit member on an IDP (or receiving an IDP) or within the first four (4) years of employment with the District may be denied transfer at the District's discretion.

Subject to certification or licensure, a request for voluntary transfer for bargaining unit employees shall be based on the qualifications listed below. Voluntary transfers shall be granted to certified, qualified, or licensed bargaining unit employees prior to considering external applicants. The School District has no responsibility to displace any teacher based on a voluntary transfer request.

If more than one bargaining unit member is seeking transfer to the same position, the following criteria will be followed:

- a. The prior year effectiveness rating of teachers qualified for the assignment;
- b. The recency or relevance of a teacher's experience in a grade level or subject area.
- c. The teacher's formal disciplinary record in the past three (3) years. Formal discipline is defined as formal letters of reprimand or discipline resulting in a suspension documented in the bargaining unit member's personnel file.
- d. Seniority.

A response, in writing, indicating whether the request for transfer has been approved or denied will be returned to the bargaining unit employee before or concurrent with the District's initial placement notification or within ten (10) working days if the request for transfer is after the initial placement notification. If a request for transfer has been denied, the response will indicate the reason(s) for denial. Valid reasons for denial of voluntary transfer will include:

- Bargaining unit employee is not certified;
- Bargaining unit employee is not qualified;
- Bargaining unit employee is not licensed;
- Bargaining unit employee is on an improvement plan (IDP);
- Bargaining unit employee has received a "needing support" rating in the current or immediately preceding school year;
- Position is held by another bargaining unit employee or was filled by a bargaining unit employee based on the criteria above;

Involuntary Transfers

An involuntary transfer shall be defined as a change in building assignment, or a change in grade or department assignment, or a change in position made by the District without

request by the member. At the elementary level, a change in grade assignment does not include a modification within early (PreK-K), lower (1-3), or upper (4-6) elementary. At the secondary level, a change in courses being taught within a subject area or certification and/or a change in grade level within the same building, in the same subject area, is not an involuntary transfer. Involuntary transfers must be approved by the Superintendent or designee. Involuntary transfers may be affected only for valid reasons. During the school year, ten (10) school days' notice of the intention to transfer, specifying the reasons for and the specific position to be transferred to, shall be provided to the affected bargaining unit employee and the Association. Cause for involuntary transfer includes the individual's performance, employee formal discipline, as defined in this article, need to fill a vacancy or temporary vacancy that has been posted and remains unfilled, or a necessary reduction of force. No bargaining unit employee shall be involuntarily transferred, for any reason, more than once every three school years, except in extenuating circumstances, such as the closing of a school.

If the affected bargaining unit employee feels that there is a legitimate objection to the transfer, a conference will be held with the Superintendent or designee concerning such objection. The bargaining unit employee may have an Association representative attend such meeting.

Bargaining unit employees who have been reassigned from one building to another building or from one full department to another full department shall have the option of returning to their former position if it becomes vacant between June 15 and the first day of school within the current year and one (1) more year and would not otherwise deprive a bargaining unit employee on the recall list of a position. Prior to the end of the school year, reassigned bargaining unit employees who desire to be eligible for the above return option shall advise the office of the Director of Human Resources of an address where they may be reached during the above period. Upon written notification of the availability of their former position, such reassigned bargaining unit employees shall have five (5) days to notify the office of the Director of Human Resources that they desire to return to their former positions. In addition, bargaining unit employees who have been reassigned from one building to another building or from one full department to another full department shall have the option, except in extenuating circumstances, of returning to their former position if it becomes vacant during the school year between the first day of school and April 1 the current year and one (1) more year and would not otherwise deprive a bargaining unit employee on the recall list of a position and would not, in the discretion of the Superintendent, cause a disruption to the learning in the bargaining unit employee's current assignment. If a bargaining unit employee exercises a return option between the first day of school and April 1 in any school year, the position which such bargaining unit employee vacates shall not be subject to this return option on the part of any other bargaining unit employee. Whenever possible, a return option shall be exercised at a natural break, such as the end of the semester/trimester.

Vacancies

A vacancy shall be defined, for purposes of this Agreement, as a position within the bargaining unit presently unfilled that the District intends to permanently fill, including newly created positions, any position that is unfilled or without a permanent bargaining

unit member for at least ninety (90) school days, as well as such positions currently filled but anticipated to be open in the future for a period of ninety (90) or more school days.

Any vacancy that occurs after the beginning of the school year shall be posted as a Temporary Vacancy and remain posted until filled or until the District decides not to fill the position. If the position is to continue beyond the initial school year, it shall be posted and filled in accordance with the provisions for filling vacancies outlined below. Vacancies for specialized non-classroom positions (excluding Ancillary staff as described in Article V, K, 1, and Counselors) that require specific experience and/or knowledge will be filled through the interview process. A reduction in Association positions including specialized non-classroom positions will follow Article [REDACTED]. The Association will be provided advance notice and consultation of any addition of specialized non-classroom positions.

Notification (Posting) of Vacancies and Application

The Board shall publicize the vacancies by giving written notice to the Association President, and posting the vacancy on the district website. The notice shall include any requirements for application and hiring. The vacancy shall be posted for at least five (5) workdays. If the posting is for a job that is new to the district, then a sufficient description of the job content shall be included in the posting as well as the requirement of the State Board for certification. No position shall be permanently filled until the expiration of the posting period. Vacancies which occur during the summer months, when regular school is not in session, will be listed on the district's web site for the posting period of five (5) days. The Association President shall be notified of resignations from bargaining unit employees occurring between June 15 and the first day of school.

Vacancies shall be filled by honoring a bargaining unit employee's request for transfer or by recalling a bargaining unit employee placed on layoff status. Should it not be possible to recall a laid-off bargaining unit employee to a vacancy or honor a bargaining unit employee request for transfer, the Board may fill the vacancy from outside the bargaining unit.

REDUCTION, LAYOFF, RECALL:

In the event economic conditions or declining enrollment demands a reduction in services, the parties will confer and in order to promote an orderly reduction in personnel, the following procedures will be used:

The Superintendent or designee shall determine the positions proposed to be eliminated and shall meet with the Association President at least ten (10) days before the meeting at which the Board will consider proposed layoffs for the purpose of discussion and reviewing the proposed layoffs and related matters. Bargaining unit employee's being laid off shall receive a sixty (60) calendar day notice in writing before the effective date of layoff.

Bargaining unit members have an ongoing responsibility to ensure that the Human Resources Office has been provided all documentation needed to support State licensure, authorization, or certification requirements and any additional hours. During the summer months, a bargaining unit employee must provide any additional State licensure, authorization, or certification requirements, supported by proof, to the Human Resource

Office before August 15th to be considered for a vacated position, or at the time of application if applying for a vacancy occurring prior to August 15. If mandated State licensure, authorization, or certification is not possessed with supporting documentation provided to the Human Resources Office, the bargaining unit employee shall not be considered for the vacated position. The certification status of a bargaining unit employee on file with the District shall be considered conclusive for all purposes under this Agreement.

Order of Reduction:

In the event of layoff the order of reduction for bargaining unit employees shall be as follows:

1. Non-certified bargaining unit employees, in positions that require certification, and temporary employees will be laid off first, provided there are certified and qualified bargaining unit employees to replace them as allowed by law.

If reduction is still necessary, then the Superintendent will conduct any staffing reduction based on the certification or license being reduced, using the following criteria, in order:

- a. The District shall reduce staff starting with the teacher with the lowest Effectiveness Rating and proceeding toward the teacher with the highest Effectiveness Rating in the subject area or grade level unless such reduction will result in a classroom section not having a certified teacher.
 - b. The teacher's length of service in a grade level or subject area. The School District will only consider a teacher's continuous and current length of service in a grade level or subject area.
 - c. Seniority.
 - d. If seniority year is the same, preference will be given to any bargaining unit employee that has no formal discipline or did not use more than the annual contractual allotment of sick/personal days (excluding excused leave under law or this Agreement) during the previous three (3) school years.
2. The Board shall give written notice of layoff by sending an email and contact by phone to the employee. It shall be the responsibility of the bargaining unit employee to notify the Board of any change in contact information.
 3. Bargaining unit employees', on the district insurance, who are laid off shall have insurance benefits continued and paid by the Board throughout the summer recess (August 31st) for layoffs that occur at the end of the school year. For layoffs that occur during the school year, bargaining unit employees shall have insurance benefits continued and paid for by the Board until the end of the month of the effective date of layoff. After that, a laid off bargaining unit employee may continue his/her insurance benefits in accordance with the Carrier's layoff/benefit

continuation policy inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

4. The Association recognizes that the decision of the Board as to whether there shall be layoffs is final.

Recall Procedure:

No positions shall be declared vacant if there are people on layoff status who have the appropriate State licensure, authorization, or certification to be recalled to an available position. The Board will make all transfers necessary to prevent layoffs of bargaining unit employees.

1. If there are bargaining unit positions that are created and/or vacant, laid off bargaining unit employees who are certified and qualified or licensed for the position(s) will be given the first opportunity to fill such positions. Notification shall be given to all laid off bargaining unit employees and the vacancy or vacancies shall be filled using the criteria in Order of Reductions (Article __, Section __).
2. Any laid off bargaining unit employee to whom notice of recall was sent by email must notify the Board of the acceptance of the position within seven (7) calendar days of the date the email was sent by HR. If the laid-off bargaining unit employee fails to accept the offered full-time position, that bargaining unit employee shall be dropped from the recall list.
3. It is the responsibility of the laid-off bargaining unit employee to notify the Human Resource Office by email of any change in his/her contact information.
4. A laid off bargaining unit employee shall retain recall rights for a period of three (3) years following the layoff.
5. Bargaining unit employees who are laid off shall accrue seniority to a maximum of three (3) years during the period such bargaining unit employees are laid off. In the event that a laid off bargaining unit employee is recalled for a period of time and then laid off again, the bargaining unit employee shall be eligible to accrue additional seniority to a maximum of three (3) years during the period of subsequent layoff.

TEACHER EVALUATION:

- A. Evaluations: Bargaining unit employees will be evaluated using a negotiated, rigorous, transparent, and fair performance evaluation system that complies with the law.

The use of student growth and assessment data or student learning objective metrics will amount to 20% of the year-end evaluation determination. The Student growth and assessment data or student learning objectives shall

consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by the teacher in consultation with their evaluator.

B. Evaluation Tool: The District will use the Marzano/Modern Teacher evaluation tool in evaluating all classroom teachers. For the purposes of this section, "classroom teachers" means any teacher that is the teacher of record for at least one class or class section.

C. Process: Marzano/Modern Teacher evaluation tool shall be available on the District website including all forms. Forms shall include a Post-observation Feedback Form, Year-End Evaluation Reporting Form, and Individual Development Plan (IDP) Form as provided as part of the agreed upon evaluation system. Any changes to the tool or forms must be negotiated.

1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:

a. The teacher shall be notified no later than September 30 of each year (or within two weeks for an employee hired after the start of the school year) who the administrator will be that conducts their year-end evaluation.

b. Bargaining unit employees shall not evaluate other bargaining unit employees.

c. Written feedback on observations conducted by other bargaining unit employees will only be shared with the bargaining unit employee being observed and the written feedback will not be used as part of the final evaluation or for any type of discipline.

d. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson. The lesson plan shall be available to the administrator no more than two (2) days before a scheduled classroom observation. Unless identified as a deficiency in performance within an existing IDP, teachers will not be required to submit lesson plans, other than what is generally included in the District's learning management system, to administrators except to comply with the provisions of this Section.

e. Classroom observations shall be no less than fifteen (15) minutes. All scheduled observations shall be no less than twenty (20) minutes.

- f. There shall be notice of each scheduled observation date given to the teacher at least three (3) school days prior to the observation.
 - g. The evaluator shall meet with the teacher before the observation for a pre-observation conference, if requested by the teacher.
 - h. At least one observation will be a scheduled observation.
 - i. Nothing in this section will be construed to limit the ability of an administrator to walk into and observe a teacher's classroom at any time and to give feedback as to what was observed. Such walkthroughs will only be included in a year-end evaluation if all aspects of this section have been met.
 - j. A post-observation meeting between the administrator conducting the observation and the teacher will be held within ten (10) work days of the observation. The teacher will be provided written feedback on the observation at the Post-observation meeting.
 - k. There shall be at least 2 classroom observations of a teacher in each school year that the teacher is evaluated. The first scheduled observation must be completed by February 1.
 - l. More than two observations shall be completed for any teacher on an individualized development plan.
 - m. After two less than effective observations, a teacher, at his/her request will be observed by a different administrator.
2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support".

The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than June 1 of each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.

3. Teachers may have an Association representative present at meetings or conferences between the teacher and the Administrator held for the purpose of discussing a written evaluation report pursuant to this section.
4. Teachers who work less than 60 days in any school year, who have an accumulated leave of absence from work during the school year amounting to a total of ninety (90) days or more, who have their evaluation results

vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district. If the prior year evaluation was not conducted by the district, no rating shall be assigned.

5. Once a staggered schedule, agreed upon by the district and the Association, is created beginning in the 2024-2025 school, if a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they shall be evaluated every second or third year thereafter, as determined by the District. Specifically, Teachers not on an IDP but receiving an overall effective year-end rating with one or more domains rated as less than effective will be rated every second year. Teachers not on an IDP that have received an effective rating in all domains will be rated every third year. If any subsequent year-end rating is not "effective" thereafter, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.
6. A teacher on an individual development plan shall be provided the following:
 - a. An annual year end evaluation.
 - b. Specifically identified areas that need improvement.
 - c. Specific performance goals, in writing, intended to improve effectiveness for the next school year. These goals will be developed in consultation with the teacher. Specific-performance goals shall be measurable and/or observable.
 - d. Training, resources, and/or consultant services to assist the teacher in meeting the goals of the IDP recommended by the administration in collaboration with the teacher.
 - e. A mid-year progress report, supported with at least two (2) classroom observations completed no later than February 1.
 - f. A Mentor teacher that is informed of the conditions and requirements of the IDP.
7. Any non-compliance with the evaluation process as described above shall be subject to the grievance process. An employee may only grieve an evaluation if it results in an IDP or a less than effective final year-end rating.
8. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

D. Rights of Tenured Teachers:

1. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:
 - a. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent or designee. Such request must be made in writing within 30 calendar days after the teacher is informed of the rating. The superintendent will review the rating and material submitted by the teacher and may, at the superintendent's discretion, conduct a meeting on the evaluation with the teacher. A written response to the review, with any modifications of the year-end performance rating, shall be provided to the teacher within thirty (30) calendar days after receiving the request for review.
 - b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
 - i. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.
 - ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.
2. A tenured teacher who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article VII.

E. Training on evaluation system, tools, and reporting forms:

Within the first-four weeks of the school year, the district shall provide, during contractually scheduled time, training to all teachers on the evaluation process.

LEAVE LANGUAGE ARTICLE 4:

M. OTHER LEAVES – Subject to FMLA and other law, other leaves of absence may *shall* be granted to any teacher by the Board for the following reasons, including, but not limited to: extended illness, family ~~problems~~ *reasons*, military service, professional improvement, child rearing and career options. An ~~"Other Leaves Committee"~~ shall be established to review requests for such leaves; the Committee shall be comprised of two (2) members selected by Local 1 and two (2) members selected by the Board.

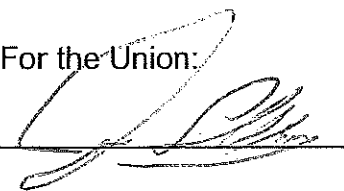
All requests for these leaves shall be in writing, shall contain the reason purpose and plan for the leave, and shall be submitted to the *Committee Human Resource Department, when possible, before April-August 1st* preceding the school year in which the leave is requested to commence, except in emergencies. ~~Additional information shall be furnished to the Committee upon request. The Committee shall make recommendations to the Board no later than April 1st, except in emergencies. The Board shall notify the applicant in writing of its decision, except in emergencies, no later than fourteen (14) days after the first regularly scheduled Board Meeting after April 1st.~~ *Requests for leaves, after the school year has commenced, shall be submitted to the Human Resource Department as soon as possible.*

Any benefits under the provisions of this Agreement which would otherwise accrue to a teacher granted such leave shall be suspended during the leave of absence. Notwithstanding the foregoing, any teacher who has been granted a leave of absence for professional improvement approved by the appropriate PLC/Steering Committee and administration shall be entitled to a salary increment for the period of the leave. Leaves for professional improvement may be requested only by tenured teachers. The leave may only be requested for one (1) year or less. A teacher who does not fulfill the program as presented to the Board shall not accrue seniority during the leave.

Leaves granted for the purpose of exploring other career options outside the District may not exceed one (1) school year. *Personal leaves shall not be used for employment in the same position as currently held in the bargaining unit of another education Association in any other Michigan public school district.*

Teachers returning from an Other Leave of Absence (except a leave of absence for extended illness) shall be reinstated to a position for which they are certified and qualified, provided they have filed written notice of intent to return on or before April 1st preceding the teacher's anticipated return except for officers' leaves of absences.

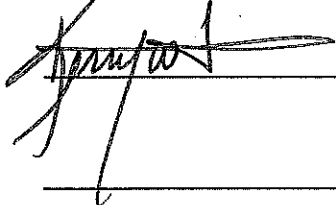
For the Union:



Date:

8/23/24

For the District:



Date:

8/23/24