September 1, 2024
through
August 31, 2027

MASTER AGREEMENT

Between the
Atherton Education Association
and the
Atherton Board of Education

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PROFESSIONAL AGREEMENT

This Agreement entered into this first day of September 2024, by and between the Atherton Education Association, a voluntary, Michigan Corporation, hereinafter called the "Association", affiliated with the Michigan Education Association, hereinafter called the "MEA", and the National Education Association, hereinafter called the "NEA", and the School District of Atherton, the City of Burton, Michigan, hereinafter called the "Board". The signatories shall be the sole parties to this Agreement.

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Atherton is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to advise in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 – Recognition

A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated or professional personnel whether under contract, on leave, or on a per diem hourly or class rate basis, employed or to be employed by the Board. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative.

Such representation shall exclude day to day substitutes, superintendent, assistant superintendents, directors of school and community relations, principals, assistant principals, business manager, athletic director, and any other personnel engaged fifty percent (50%) of the time in the direct administration and supervision of professional personnel. The term "teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining unit as above defined.

B. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE 2 – Association and Teacher Rights

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly

elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, the teacher's participation in any activities of the Association or collective professional negotiations with the Board, or their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. The local Atherton Education Association and its representatives shall have the right to use school buildings at all reasonable after school hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore, provided that this shall not interfere with or interrupt normal school operations.

D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

E. The Association shall have the exclusive right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the district intra-mail service, teacher mail boxes, and district email for communications to teachers.

F. The Board agrees to make available to the Association in response to reasonable requests all public information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

G. The district shall comply with the requirements of Section 11a of PERA 336 of 1947, being MCL 423.211a

H. The Board may consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association may be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication. The Board shall not submit any proposal for additional operational or building millage without prior consultation with the Association.

I. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex and/or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, religion, color, national origin, age, sex and/or marital status.

J. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.

K. The Board shall place on the agenda of each regular board meeting as the first or second item for consideration under "new business" any matters brought to its consideration by the Association so long as those matters are made known to the Superintendent's Office six (6) calendar days prior to said regular meeting.

L. The Association shall have a maximum of eleven (11) days total each school year of released time without loss of pay for officers, delegates, committee chairpersons, and/or members to take part in business which pertains to the Association. The Association President shall make all requests on behalf of Association members. The Association shall provide at least five (5) days prior notice. The Association shall pay the substitute fee. Substitutes will be obtained through regular channels.

ARTICLE 3 – Board Rights and Responsibilities

The Board, on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this contract. This contract shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer, but not in conflict with the specific provisions of this contract.

2. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work to employees, determine the size of the work force and to lay off employees, but not in conflict with the specific provisions of this contract.

3. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, and the institution of new and/or improved methods or changes therein, but not in conflict with the specific provisions of this contract.

4. Adopt rules and regulations, but not in conflict with the specific provisions of this contract.

5. Determine the qualifications of employees, but not in conflict with the specific provisions of this contract.

6. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities, but not in conflict with the specific provisions of this contract.

7. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies, but not in conflict with the specific provisions of this contract.

8. Determine the financial policies including all accounting procedures, and all matters pertaining to public relations, but not in conflict with the specific provisions of this contract.

9. Determine the size of the management organization, its functions, authority, amount of supervisions and table of organization, but not in conflict with the specific provisions of this contract.

10. Determine the policy affecting the selection of employees, but not in conflict with the specific provisions of this contract.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE 4 – Payroll Deductions

A. Upon proper written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, United Way, and any other plans or programs jointly approved by the Association and the Board.

B. Teachers who elect to pay dues to become or remain members of the Association shall notify the Association in writing of their election. The Association shall notify the District of the teacher's election. Upon notification by the Association of the teacher's election, the District shall obtain written verification and authorization from the teacher to deduct dues. The District shall, beginning no later than the second regular scheduled pay date following authorization by the teacher, deduct from the teacher's regular paycheck the amount of dues specified by the teacher.

C. The District shall have no obligation to calculate the dues to be deducted, and shall be entitled to rely upon the authorization provided by the teacher. The District shall not be a party to and in no way liable or responsible for any agreement or dispute between the Association and the teacher.

D. The Association and any teachers who are, become, remain, or were members of the Association, release any claim against or upon the District for any and all responsibility or liability for any aspect of the deduction of dues, other than for claims of failure to perform the terms of this Agreement.

E. In the event of any action against the Board brought in a court or administrative agency because of its compliance with Article IV of this Agreement, the Association agrees to defend such action, at its own expense and through its counsel, provided:

1. The Board gives timely notice of such action to the Association; and

2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

F. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with Article IV, including voluntary PAC deductions, but excluding any liability for unemployment compensation.

G. Payroll deduction shall be available for all existing additional MESSA programs and new programs jointly approved by the Board and the Association.

ARTICLE 5 – Teaching Hours and Class Load

A. The school day for teachers in the senior high and middle school shall be a continuous block of seven (7) hours with not less than a thirty-minute (30) duty-free lunch period. The school day for teachers in the elementary schools shall be a continuous block of seven (7) hours and thirteen (13) minutes with not less than a forty-minute (40) duty free lunch period. The teacher work day in the Jr./Sr. High School is seven (7) hours and twenty (20) minutes. The teacher work day in the Elementary is seven (7) hours and thirty-three (33) minutes.

Teachers will report ten (10) minutes before the beginning bell and remain ten (10) minutes after the final bell of the teacher's school day. Teachers will attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher.

Teachers will be required to attend two evening parent teacher conferences in the fall and one evening conference in the spring. Teachers will be required to attend a three-hour open house prior to the start of the school year in lieu of a second evening of parent teacher conferences in the spring. The evening conferences shall not exceed three hours each evening. The week in which said conferences occur will conclude with a half (1/2) day of school for students and teachers on Friday. Teachers who miss an evening parent-teacher conference or an evening open house, will be charged three (3) hours against their sick bank.

Teachers may be asked to attend additional evening activities on a voluntary basis to be paid at the professional development stipend rate (Example-art fair). Notification of dates shall be given no later than the first week of the semester in which the function occurs. Teachers shall have the option of taking three (3) half (1/2) hour early dismissal times during the week in which the function occurs or the following week, at the teacher's choice. If a teacher opts to take the half (1/2) hour early dismissal time, it can be taken only after the regularly scheduled classroom activity ends.

B. The normal weekly teaching load in Grades 7-12 will be six (6) or seven (7) equal periods. On a six-period (6) day, teachers may be assigned twenty-five (25) teaching periods per week. On a seven-period (7) day, teachers may be assigned thirty (30) teaching periods per week. Prior to the implementation of a seven-period (7) day, the District and Association shall meet to collaborate on the scheduling of the day.

Assignment to a supervised study period or a regularly scheduled activity period shall be considered a teaching period for purposes of this Article.

An in-school suspension program which is non-instructional in nature may be staffed by certified or non-certified personnel, who shall not be a bargaining unit member.

C. The Elementary School may have class periods of various time lengths.

D. No Secondary (7-12) teacher shall be assigned more than four preparations in classes in which letter grades are given.

E. Each elementary teacher shall have regularly scheduled planning periods during their seven (7) hour and (13) thirteen minute day, amounting to a minimum of two-hundred forty (240) minutes per week and in scheduled blocks of no less than thirty (30) minutes each. Elementary teachers shall be free of student supervision during the time(s) when their students are scheduled for Art, Music, P.E. and Computers. Assignment to supervision of students during recess periods shall be voluntary and considered extra duty for extra pay.

In cases where supervision is not provided through voluntary action, assignment shall be made on a rotating basis. Payment shall be either at the rate of forty dollars ($40) per hour.

F. Teachers of music, art, and the laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers, counselors and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the district.

G. Departure from these norms are to be of an emergency nature. Anything other than emergencies will be discussed with the Association for final agreement. The matter may be processed through the professional grievance procedure hereinafter set forth.

H. The scheduling and assignment of work hours shall be prepared by the building supervisor.

I. Kindergarten teachers who may be required to work an additional evening per semester for parent/teacher conferences will be reimbursed at the hourly rate of forty dollars ($40) per hour.

J. In the 2024/2025 school year, elementary teachers' daily schedule incorporates a 40-minute planning period, and secondary teachers' daily schedule incorporates approximately a 60-minute planning period. As such:

1. Any elementary teacher asked to substitute on a planning period shall be paid thirty dollars ($30) per planning period covered.

2. Any secondary teacher asked to substitute on a planning period shall be paid forty dollars ($40) per planning period covered.

3. All such duty will be voluntary.

K. In cases where declining enrollment, loss of revenues, or other major changes in conditions cause the Board to consider major changes in any teacher's (s') wages, hours, and working conditions, the Board agrees, upon Association request, to negotiate with the Association as such changes affect the wages, hours, and working conditions of teacher(s). The appropriate remedy for a violation of the above shall be an unfair labor practice charge.

L. Nothing in this article shall require the Board to keep school open in the event of severe inclement weather or when otherwise prevented by an act of God. When the schools are closed to students due to severe weather causing hazardous travel conditions, teachers shall not be required to report for duty.

When conditions not within the control of the Board, such as but not limited to, severe storms, fires, epidemics or health conditions, or an Employer directive results in the closing of a school or other facility of the Employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days when school is closed due to unforeseen conditions not within the control of school authorities shall not be rescheduled except to the minimum required by law. Said make-up days shall be added consecutively to the end of the instructional year. Make up of instructional days shall be only as necessary for the school district to satisfy legal requirements on a building by building basis rather than district-wide basis as permitted by law. Bargaining unit members are required to work the make-up days, and shall not receive an increase in salary above the contracted amount. Should an instructional day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the instructional day except for additional per diem pay.

M. The number of work days shall be as follows and more thoroughly described in the attached calendar:

- 184 total work days
- 180 student days

The district shall have the ability to provide the maximum number of instructional hours within the total work hours provided for in paragraph V (A).

N. No more than one (1) mandatory staff meeting will be scheduled per month. The administration will consider input from the association related to the scheduling of staff meetings. The staff meeting will not exceed sixty (60) minutes starting ten (10) minutes after student dismissal time or sixty (60) minutes leaving 10 minutes for student arrival time. If the building administrator desires an additional staff meeting, notification will be sent to the Superintendent and the Association President for review.

ARTICLE 6 – Teaching Conditions

A. The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

The Board agrees with the philosophy that the pupil/teacher ratio of the same class of all levels, K-12, will be equalized, where possible, as soon as possible after the first official fourth Friday enrollment count or sooner if possible. The recommended maxima are as follows: Class sizes will be equalized at the elementary level as soon as possible after the start of school.

The administration will take action prior to the fourth Friday when a teacher's class exceeds thirty (30) students and is greater than two (2) students between teachers in the same grade between buildings.

Kindergarten	25 Pupils
Elementary Grades	25 Pupils
Special Education Classes	15 pupils
Sight-saving & hearing classes	12 pupils
Emotionally impaired classes	9 pupils

The maximum class size per teacher in the secondary schools shall be recommended as follows:

Art	25 pupils
Business Lab	In accordance with State guidelines
Drafting	25 pupils
English	25 pupils
General Education	25 pupils
Physical Education	40 pupils
Health Education	25 pupils
Homemaking	20 pupils
Hygiene	25 pupils
Industrial Arts	20 pupils
Language	20 pupils

Mathematics	25 pupils
Music	35 pupils
Science	25 pupils
Social Studies	25 pupils
Typing	30 pupils
Vocational Shops	20 pupils

B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard texts and questionnaires, and similar materials are the tools of the teaching profession. Further, efforts shall be continued to seek and use textbooks and supplementary reading materials which correlate directly with the program adopted by all parties and which contain the contribution of minority groups to the history, scientific and social development of the United States. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools.

C. The Board shall make available in each school, exclusively for teacher use during the school day, an adequately furnished nonsmoking lounge/lunchroom, restrooms and lavatory facilities. Provisions for such facilities will be made in all future buildings.

D. Telephone facilities shall be made available to teachers for safety reasons, communicating with families on instruction and their child's progress, and for their reasonable use (local calls only).

E. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

F. In schools where continuous cafeteria service for teachers is not available, a stove and refrigerator will be available for teachers' use.

G. Adequate off street, paved parking facilities shall be provided and properly maintained and identified exclusively for teacher use.

H. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

I. Under no conditions shall a teacher be required to drive a school bus as part of his/her regular assignment.

J. Teachers are expected to have personal conferences with parents each semester in addition to the usual conferences during regularly scheduled open houses. At each scheduled faculty meeting each principal may circulate a form for teachers to indicate the names of parents and students and the nature of the contact (discipline, honors, absenteeism, poor study habits, etc.) To insure privacy for these conferences, a telephone will be installed in each building as follows: Senior high – teachers' lounge, Middle School – professional library; Van Y – a desk, chair, and writing materials will be provided in the workroom which currently has a telephone.

K. The parties recognize that students having special physical, mental, and emotional problems may require special education experiences.

L. Special attention shall be given by the administrators and board where special students are placed in a regular classroom.

M. In the event that a student with an ongoing or chronic communicable disease is allowed, by policy or by law, to attend school, selected persons within the district shall have knowledge of the student's condition including the principal, school nurse, classroom teacher(s) and other appropriate staff. Such persons shall be notified in advance of the student's placement and/or return to school. The Board will provide the Association, prior to said student's placement and/or return, notice and opportunity to bargain on the impact on the working conditions and health and safety of bargaining unit members.

N. The district will provide to all staff through professional development during the school year reasonable training prior to the implementation of any new hardware and/or software and/or implementation of any unused programs of existing hardware and/or software.

O. Virtual Teaching (excluding programs at the AVA and summer school)

1. Teachers assigned online/virtual courses as all or part of their teaching load shall have a total daily/weekly/annual work schedule that is the same contractual hours as is required in the Master Agreement.

2. Existing class size requirements, number of preparations assigned to a teacher, preparation time, lunch breaks, etc. shall adhere to the provisions of the Master Agreement. A virtual class assigned to a teacher counts as 1 preparation pursuant to Article 5.D of this agreement.

3. Any inconsistencies that result in required additional work time than what is provided for within the Master (excluding normal non-workday duties performed by all teachers) shall be paid at the teacher's per-diem rate of pay.

4. The caseload per teacher shall not exceed 30 students when all students are assigned the same subject. The caseload per teacher shall not exceed 25 students when the students have multiple subjects assigned.

5. Teachers shall be informed when being assigned to be the teacher of record.

ARTICLE 7 – Professional Qualifications and Assignments

A. Since pupils are entitled to be taught by teachers who are working within their areas of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study provided that such assigned teachers shall have a valid Michigan teacher's certificate.

B. Decisions regarding the placement and/or assignment of teachers shall be made on the basis of certification, qualifications, effectiveness (evaluation), and length of service of each respective teacher.

1. Certification shall be defined as that term is defined by state law and the Michigan Department of Education.

2. Qualifications shall be defined to include, but not be limited to, an individual's: areas of certification, level of degree attained, type of degree attained (major, minor, or area(s) of focus), relevant previous experience, grade level of relevant experience, relevant classes or training, previous ratings, effectiveness and overall performance as a teacher, previous disciplinary history, or any further

factors stated in these regulations which places conditions upon the placement and/or assignment of teachers.

3. Assignments shall be made using the following factors. By way of illustration, not limitation, the following factors may be used (not in any particular order):

   a) The effectiveness of the teacher, as measured by the District's annual evaluation tool and as required by Section 1249 of the Revised School Code, being MCL 380.1249;

   b) The recency by which a teacher taught the subject area or grade level;

   c) Whether the teacher was previously on an individualized development plan ("IDP") in the previous school year or the last time the teacher taught the subject area or grade level;

   d) The teacher's discipline history;

   e) The teacher's attendance history, excluding absences allowed pursuant to state or federal law;

   f) Relevant and specialized training; and

   g) Significant, relevant accomplishments and contributions to the School District.

   h) Length of service with Atherton Community Schools as well as time taught in subject areas or grade bands.

C. Insofar as possible, teachers will be assigned to teach in their area of certification and specialization, and teachers' desires and opinions will be taken into consideration regarding changes in assignment in the various grades

D. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall only be assigned in accordance with all state and federal laws and regulations regarding certification and qualification requirements.

E. The District may amend, revise, or set additional qualifications, certifications, or endorsements for open/vacant positions as they become open/vacant.

F. It is the teacher's sole responsibility to maintain his/her certification and to promptly provide written documentation of the certification, endorsement, and/or qualification status to the Human Resources Department.

G. All teachers shall be given written notice of their tentative schedule for the forthcoming year as soon as practicable and under normal circumstances no later than June 1st. Teachers affected by assignment changes after June 1st shall be notified as soon as practicable.

   1. The School District will determine the number of positions needed for each school year.

   2. The School District will determine the qualifications/certifications for each position, in compliance with relevant law.

H. Requests for transfer for the ensuing school year must be made in writing to the Department of Human Resources prior to April 1st of each year.

1. A classroom teacher may apply for a transfer to another classroom position for which he/she is properly certificated and qualified.

2. Transfer requests shall only remain on file for a period of one year.

3. Transfer requests shall be approved to the extent possible.

I. When it is determined that an involuntary transfer of a teacher is necessary, the teacher shall be notified as soon as possible and shall be given the reasons for said transfer.

J. Any teacher who has been involuntarily transferred will be given consideration for return to the position from which he/she was involuntarily transferred when it becomes vacant, subject to the following:

1. The involuntary transfer was not for disciplinary reasons.

2. The teacher must have been rated as Effective or Highly Effective (or Effective after July 1, 2024) in the position he/she was involuntarily transferred from for the school year directly preceding the involuntary transfer.

3. A written request to return to the position from which the involuntary transfer was made was filed with the Human Resources office by April 1.

4. All required certification and qualifications for that position have been maintained.

K. A teacher returning from a leave of absence shall be offered a position commensurate with his/her training, experience and certification. A specific position in a specific school cannot be guaranteed on return from a leave of absence, but reasonable effort shall be made to return the teacher to his/her original position.

When the leave of absence expires during a school year, every effort shall be made to place the teacher in an appropriate position as soon as such a position is available.

ARTICLE 8 – Vacancies, Promotions, and Transfers

A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association, and provide for appropriate posting in every school building. In addition, posting of vacancies which begin and/or end during contractual holiday recesses and/or summer breaks will also be recorded on the district website.

"Vacant positions" is defined as a newly created position or a position vacated through request for reassignment, transfer, retirement or resignation.

Teachers are required to apply for the position in writing. No vacancy shall be filled except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least 5 days (i.e., Monday through Friday).

B. Request by a teacher for transfer to a different class, building, or position shall be made in writing and shall be filed with central office and one (1) copy with the Association by March.

The application shall set forth the reasons for the requested transfer, the school building, the grade or position sought, and the applicant's academic qualifications. Such request shall be renewed once each year to assure active consideration by the administration. Teachers may submit an additional written request in the event a position becomes open or if new positions are created.

ARTICLE 9 – Leave Pay

A. At the beginning of each school year each teacher shall be credited with twelve (12) days of leave to be used as needed. The leave days may be taken by a teacher for the following reasons and subject to the following conditions:

1. Personal illness or disability, the teacher may use all or any portion of the leave to recover from the teacher's own illness or disability, which shall include childbirth, complications of pregnancy and adoption procedures. In addition, a teacher may use leave under this Paragraph for illness or disability of a child or spouse. In case of excessive absences, the Board of Education shall have the right to have an examination by an agreed to physician.

2. Death in the immediate family which includes parents, spouse, parents of spouse, brothers, sisters, children, grandparents and grandchildren.

3. To care for an immediate family member with a serious health condition, as defined by the Family Medical Leave act, 29 USC Chapter 28.

The Board is to have discretionary authority in unusual cases.

For all sick days that an employee has accumulated, the district shall compensate the employee with a seventy-five dollar ($75) payment per sick day upon retirement. Sick days shall accumulate indefinitely.

B. During open enrollment in the fall, teachers will have the option to sign up to receive payment by the district in the amount of seventy-five dollars ($75) a day for six (6) of the twelve (12) sick days they receive. The district would make payment to the teacher on the last day of that same school year.

If, during the school year, the teacher was required to use some or all of the six (6) days for which they opted to receive payment, the teacher will receive payment on the last day of that same school year for the portion of the six (6) days they did not use. For example:

- Example 1: if an individual opts into the program and uses four (4) sick days, six (6) sick days will be placed into the teacher's sick bank, and two (2) days will be paid out.

- Example 2: if an individual opts into the program and uses two (2) sick days, six (6) sick days will be placed into the teacher's sick bank, and four (4) days will be paid out.

- Example 3: if an individual opts into the program and uses six (6) sick days, six (6) sick days will be placed into the teacher's sick bank, and no days will be paid out.

- This plan will not change the current balance in any teacher's accrued sick day bank.

C. Two (2) days personal leave may be granted by providing written notification to the Principal and the Superintendent at least three days in advance. A personal day will be granted for a full or half day when taken. At the end of each school year, a teacher's unused personal days shall be added to his/her accumulated sick days.

If a teacher, after using his/her two (2) personal business days stated above, needs up to three (3) additional personal days due to an emergency or a personal situation that can only be addressed during work time, these additional personal days may be granted by the Superintendent. Any additional days will be deducted from the teacher's sick days.

D. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year and the leave may be renewed by the Board each year upon written request by the teacher.

E. A teacher called for jury duty shall be compensated for the difference between teaching pay and the pay received for the performance of such obligation.

ARTICLE 10 – Unpaid Leaves of Absence

A. A leave of absence shall be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries; foreign or military teaching programs; the Peace Corps, Teachers' Corps or Job Corps as a full-time participant in such program; or a cultural travel or work program related to his/her professional responsibilities; provided said teacher states his/her intention to return to the school system.

B. A leave of absence may be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities.

C. A leave of absence shall be granted to any teacher, upon application, for the purpose of serving as an officer of the Association or on its staff.

D. A leave of absence shall be granted to any teacher for the purpose of child care.

E. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States.

F. Duration of leaves shall be up to one (1) year. A teacher may apply for a one-year (1) extension subject to Board approval.

G. Leaves of absence under this Article shall commence at the beginning of a semester unless agreed to by the Board except those which commence at the end of a disability period.

<u>RETURN PROCEDURE</u>

H. Upon return from such leaves, a teacher shall be placed at the same position on the salary schedule as if he/she would have taught in the system during such period to a maximum of one (1) year.

I. Teachers on leave shall notify the Board by certified mail not less than forty-five (45) school working days prior to the expiration of such leave (for example, a teacher returning to work on September 1 must notify

the employer by April 1) of their intent to return to employment, request to extend the leave, or terminate employment.

J. The Board shall notify the teacher, by certified mail, of an available position

K. Teachers on approved leaves of absence shall retain all seniority accrued prior to the beginning of the leave. Regardless of the length of the leave, teachers can accrue up to eight (8) weeks of seniority while on an approved leave of absence.

ARTICLE 11 – Academic Freedom

The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of the individual personality. Therefore, the standards of professional responsibility as set forth in the Code of Ethics of the Education Profession will be a safeguard to the legitimate interests of the schools and its teachers.

ARTICLE 12 – Teacher Evaluation

A. The performance of all teachers, both probationary and tenured, shall receive a year-end evaluation.

B. Anything contained within this Administrative Regulation notwithstanding, all evaluations of teachers shall be conducted pursuant to current state law.

C. Evaluation of a teacher in relation to his/her assignment is a continuous process and shall be conducted by a qualified evaluator(s) as designated by the Superintendent ("Evaluator(s)"). Each Observation by the Evaluator(s) shall be made in person.

D. Prior to the commencement of the evaluation process, those Evaluator(s) who will have responsibility for evaluating teachers shall schedule and hold a conference with the teachers scheduled to be evaluated for purposes of reviewing the evaluation process and procedures.

E. At the end of the school year, each teacher shall be assigned a year-end performance evaluation rating ("Year-End Evaluation") of one of the following:

1. Effective,

2. Developing, or

3. Needing Support

F. The Year-End Evaluation shall be completed using the **Evaluation Tool and Form [EVALUATION METHODS]** approved by the Board of Education and will be based upon an assessment of the following evaluation criteria ("Criteria").

1. Individual performance shall be the majority factor in making the decision, and shall consist of, but is not limited to, all of the following:

a) Evidence of student growth. Beginning on July 1, 2024, twenty percent (20%) of the year-end evaluation must be based on student growth and assessment data or student learning objectives metrics as defined by MCL 380.1249(6)(a).

b) The teacher's demonstrated pedagogical skills, including at least a special determination concerning the teacher's knowledge of his or her subject area and the ability to impart that knowledge through planning, delivering rigorous content, checking for and building higher-level understanding, differentiating, and managing a classroom; and consistent preparation to maximize instructional time.

c) The teacher's management of the classroom, manner and efficacy of disciplining pupils, rapport with parents and other teachers, and ability to withstand the strain of teaching.

2. Significant, relevant accomplishments and contributions. This factor shall be based on whether the individual contributes to the overall performance of the school by making clear, significant, relevant contributions above the normal expectations for an individual in his or her peer group and having demonstrated a record of exceptional performance.

3. Relevant special training. This factor shall be based on completion of relevant training other than the professional development or continuing education that is required by the employer or by state law, and integration of that training into instruction in a meaningful way.

G. In addition to the Criteria measuring effectiveness, the Year-End Evaluation for a probationary teacher shall include an assessment of the teacher's progress in meeting the goals of his or her individualized development plan ("IDP").

H. In addition to the Criteria measuring effectiveness, the Year-End Evaluation for a tenure teacher on an IDP will be based on multiple classroom observations (observations must be at least 15 minutes in duration and one observation may be unscheduled) and shall include an assessment of the teacher's progress in meeting the goals of his or her IDP.

I. Teacher evaluations prepared by the Evaluator(s) shall not be limited to the observations of the classroom visitations/observations, but may also include all aspects of the teacher as a professional staff member. Any observation of a teacher that is used in an evaluation shall be documented and provided to the teacher at the final conference.

J. Lesson plans communicating objective(s), connection to standard(s) and other aspects of any lesson prior to being observed or following an observation, if requested, must be submitted to the Evaluator(s) within one day of the request.

K. The observation shall include a review of the teacher's lesson plan, the state curriculum standard being used in the lesson, and pupil engagement in the lesson Beginning July 1, 2024, these items must be discussed during a post-observation meeting between the school administrator conducting the observation and the teacher, which should occur before the administrator provides written feedback of the observation.

Beginning July 1, 2024, feedback must be provided in writing within thirty (30) calendar days and should provide preliminary suggestions for improvement.

L. The District will provide a mid-year progress report for every teacher who is in the first year of probation or has received a rating of needing support or developing on the most recent year-end evaluation. This mid-year progress report shall supplement and not replace the annual year-end evaluation. The mid-year report shall:

1. be based, at least in part, on student achievement;

2. be aligned with the teacher's individualized development plan;

3. include specific performance goals and any recommended training for the remainder of the school year, as well as written improvement plan developed in consultation with the teacher that incorporates the goals and training.

M. A mentor or coach shall be assigned to each teacher required to receive midyear progress reports.

N. Any probationary teacher and any tenure teacher who receives an evaluation rating of minimally effective, ineffective, needing support, or developing on their Year-End Evaluation and who the District wishes to retain shall be provided with an IDP developed by the teacher and Evaluator(s) with a specific focus. The IDP will include a purpose, and a set of goals that will assist in improving effectiveness for the next school year. The purpose will include the specific rationale for implementation, including statements of concern. The goals will list a detailed plan for the teacher, as well as, support given by the administrator.
An IDP resulting from an "Ineffective" or "Minimally Effective" or "Needing Support" Year-End Evaluation rating shall require that the teacher make progress towards the individual development goals of the IDP within a specific time period, as set by the teacher and evaluator(s) during the creation of the IDP. In no event shall the IDP as provided hereunder, exceed 180 days. Nothing contained herein shall preclude the District or evaluator(s) from placing a teacher on an IDP at any time that an issue or concern regarding the performance of a teacher occurs.

If a teacher is rated as needing support, the teacher must be provided with the options related to review of the evaluation, including a written response, the ability to request mediation, and when appropriate, utilization of the grievance process or binding arbitration as set out in MCL 380.1248.

O. A teacher who is rated as highly effective or effective on his or her 3 most recent consecutive year-end evaluations shall receive a year-end evaluation biennially or triennially. A tenured teacher who is not rated highly effective or effective shall return to year-end evaluations. Even if a teacher is rated as effective, the District has the right to place the teacher on an IDP for other issues that may arise.

P. Evaluations and feedback concerning the evaluation must be provided in writing to the teacher; if a written evaluation is not provided, the teacher is deemed effective; if required by circumstances described in MCL 380.1249, a teacher must be designated as unevaluated; and if a teacher receives an unevaluated designation, the teacher's rating from the immediately prior school year must be used.

Q. The District shall not assign a student to be taught in the same subject area for two (2) consecutive years by a teacher who has been rated as ineffective or as needing support on the teacher's two (2) most recent annual year-end evaluations. If the District is unable to comply with this and plans to assign a student to be taught in the same subject area for two (2) consecutive years by a teacher who has been rated as ineffective or needing support on the teacher's two (2) most recent annual year-end evaluations, the Board will notify the student's parent or legal guardian in writing not later than July 15 immediately preceding the beginning of the school year for which the student is assigned to the teacher, that the District is unable to comply and that the student has been assigned to be taught in the same subject area for a second consecutive year by a teacher who has been rated as ineffective or as needing support on the teacher's his/her two (2) most recent

annual year-end evaluations. The notification shall include an explanation of why the Board is unable to comply. If a teacher requests a review of the teacher's evaluation under the amendments to the statute, the Board must not issue the notification until the review process is complete.

R. Observation/Evaluation Timeline:

At the beginning of each school year, the district shall provide each teacher an evaluation timeline.

If a teacher receives an end-of-year evaluation rating of less than effective, any failure to provide or adhere to the established timeline for evaluations may be addressed through the grievance procedure

ARTICLE 13 – Professional Behavior

A. Teachers are expected to comply with reasonable rules, regulations, and directives adopted by the Board and its representatives, including teaching the required body of knowledge, identified as the core curriculum, which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.

B. The Board recognizes that the Association supports professional behavior and dress. The parties recognize that willful deficiencies in professional performance or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or deficiencies shall be promptly reported to the offending teacher. The Association will attempt to assist the teacher in the correction.

C. . A teacher may only be discharged, demoted or otherwise disciplined for a reason that is not arbitrary or capricious. In all instances, discipline, discharge and demotion shall occur in accordance with the statutory requirements under the Teacher Tenure Act and the Revised School Code.

1. Except as otherwise provided within MCL 38.101a of the Teachers' Tenure Act, the discharge, demotion or discipline of any Staff Member may be made only for a reason that is not arbitrary or capricious.

2. Oral or written notice will be given by the administration to the Staff Member of any incident, complaint, or charge that may form the basis for the investigation and any potential disciplinary action.

3. If the complaint alleges child abuse or neglect, the matter shall be reported to Child Protective Services.

4. The Staff Member shall be provided with written notice of the time, date, allegation/s, and location of the meeting to provide the Staff Member with an opportunity to respond.

5. A Staff Member represented by an exclusive bargaining agent under the Public Employment Relations Act shall, upon request, be entitled to union representation at any investigative meeting that the Staff Member reasonably believes could result in disciplinary action.

6. The Superintendent (or designee) is authorized to place a Staff Member on administrative leave pending the completion of a disciplinary investigation of the alleged or suspected offense, infraction or misconduct. Administrative leave under this provision is not regarded as a disciplinary measure or penalty.

7. If it is determined that the Staff Member has engaged in an offense, infraction, misconduct, or other behavior warranting discipline, the administration's decision as to the level of discipline shall be guided by principles including but not limited to the following:

   a) The adequacy and credibility of the evidence derived from investigation.

   b) The seriousness of the offense, infraction or misconduct.

   c) The Staff Member's prior disciplinary and/or employment record.

   d) The existence of any relevant aggravating or mitigating factors.

8. Disciplinary measures may include but are not limited to: oral warning, written reprimand, paid or unpaid suspension, and discharge. Generally, disciplinary measures identified herein shall be applied progressively or sequentially; however, the Parties recognize that the severity of an offense may accelerate the above progression of discipline.

9. The following disciplinary actions may only be imposed by the Board in adherence with the requirements of the Teacher Tenure Act:

   a) The discharge of either a probationary or tenured Staff Member;

   b) The non-renewal of a probationary Staff Member;

   c) The demotion of a tenured Staff Member as demotion is defined in the Teachers' Tenure Act.

D. A teacher shall receive a copy of any disciplinary action that is to be placed in his/her personnel file and may respond, in writing, within ten (10) school days from the receipt of such materials. A teacher shall be notified when discipline is placed in the teacher's personnel file.

ARTICLE 14 – Reduction in Personnel, Scheduling, Staffing and Annexation or Consolidation or Other Reorganization of the District

A. In the event that this district shall be combined with one (1) or more districts, the board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.

B. No later than thirty (30) days following the ratification of this agreement, the Administration shall prepare a seniority list. Seniority is defined as length of service within the bargaining unit. Part-time teachers who teach fifty percent (50%) of the academic load or less will accrue seniority on a fifty percent (50%) half-time basis. Full-time teachers teaching more than fifty percent (50%) of the academic load will accrue seniority on a full-time (100%) basis. All teachers shall be ranked on the list in the order of their effective date of employment as determined by the date the original, individual contract was signed. In the circumstances of more than one individual having the same effective date of employment, employment determination will be by alphabetical order, by surname on date of hire.

C. The seniority list shall be emailed to the Association president by October 15 of each school year. Revisions and updates of the seniority list shall also be sent as they are made.

D. All seniority is lost when employment is severed by resignation, retirement, and discharge; however, seniority is retained if severance of employment is due to layoff. In the cases of layoff, teachers so affected shall retain all seniority accumulated as of the effective date of layoff.

E. The administration shall develop, following consultation with the Association, the educational program for the forthcoming school year, identifying the staffing needs for each building including grade levels, subjects, special education, and the number and title of each position including traveling teachers.

F. The Board will notify the teachers of their assignments for the next school year by no later than June 1 of each school year.

1. Reassignment shall mean a change of position within a building.

2. Transfer (voluntary or involuntary) shall mean a change from one (1) building to another building. Changes in grade level for elementary specials teachers and K-12 special education teachers shall not be considered reassignments or transfers unless they are from elementary to secondary or secondary to elementary.

3. Teachers who will be affected by a change in grade assignment or departmental assignments will be notified and consulted by their principals as soon as practicable. Such changes will be made voluntarily to the extent possible. Such changes will be based upon academic qualifications.

G. Notifications of layoff and recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.

H. Recalled teachers shall be entitled to all sickness and leave benefits as provided herein. Utilization of such benefits or an existing necessity for utilization of such benefits shall not be considered proper reason for failure to recall or reinstate.

I. A laid off teacher may continue health, dental, and life insurance benefits by paying monthly the normal subscriber group rate premium for such benefits by the Board. The superintendent's office will then assist the teacher to get on direct billing.

J. No teacher shall be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof or recalled from a period of lay-off except under applicable state law.

K. When it is determined by the Board of Education that it is necessary to conduct a staffing and/or program reduction or any other personnel determination that results in the elimination of a position, said staffing decisions shall be based on retaining effective teachers.

1. Teacher effectiveness shall be based upon the year-end performance evaluation as conducted pursuant to the Teacher Evaluation Procedures adopted by the Board.

2. Reductions in staff or programs shall be processed after reviewing staff reassignments, both voluntary and involuntary, as well as returns from leave.

3. Whenever possible, notice of discontinuance of service shall be given to teachers affected by reductions in personnel and/or programs before the end of the school year preceding the year in which such discontinuance of service shall become effective.

L. Personnel decisions, including layoff and recall, shall be made on the basis of certification, qualifications, effectiveness (evaluation), and length of service, of each respective teacher:

1. Certification shall be defined as that term is defined by state law and the Michigan Department of Education.

2. Qualifications shall be defined to include, but not be limited to, an individual's: areas of certification, level of degree attained, type of degree attained (major, minor, or area(s) of focus), relevant previous experience, grade level of relevant experience, relevant classes or training, previous ratings, effectiveness and overall performance as a teacher, previous disciplinary history, or any further factors stated in these regulations which places conditions upon decisions regarding reduction in staff or recall.

3. Generally, reductions in staff occur in the following order ("Lay-off Order"); however, other factors listed herein may be considered when teachers have the same evaluation rating:

   a) Teachers rated Ineffective (or Needing Support after July 1, 2024) on their most recent Year-End Performance Evaluation.

   b) Teachers rated Minimally Effective (or Developing after July 1, 2024) on their most recent Year-End Performance Evaluation, provided there are qualified, certified teachers rated Effective or Highly Effective to assume the remaining positions/assignments.

   c) Teachers rated Effective on their most recent Year-End Performance Evaluation, provided there are qualified, certified teachers rated Highly Effective to assume the remaining positions/assignments.

   d) Teachers rated Highly Effective on their most recent Year-End Performance Evaluation, provided there are other qualified, certified teachers rated Highly Effective to assume the remaining positions/assignments (this is no longer applicable after the July 1, 2024).

4. The District is not required to involuntarily transfer a tenure teacher to create vacancy for a probationary teacher.

M. A probationary teacher who is rated as Effective or higher on his/her most recent annual year-end performance is not subject to being laid off by a teacher on continuing tenure solely because the other teacher has continuing tenure.

N. A teacher on lay-off is precluded from applying for any leave of absence except the following:

1. a leave to honor the extension of an individual contract then in effect between the teacher and a K-12 Michigan Public School District,

2. a child care leave of absence, not to exceed one (1) year, provided the teacher applies for the leave within three (3) months of the birth of the child or acquisition of custody of child.

O. In no event shall this Agreement be applied in such a manner that a teacher who has been rated as Ineffective or Needing Support on his/her most recent Year-End Performance Evaluation is retained over a teacher who is evaluated as Minimally Effective, Developing, Effective, or Highly Effective.

P. In order to assure that pupils are taught by teachers working within areas for which they are highly qualified as defined by the Michigan Department of Education, teachers shall not be assigned, except in accordance with the regulations of the Michigan Department of Education to subjects and/or grades or other classes within the scope of their teaching certificates and/or their major or minor fields of study, or otherwise as permitted by law.

Q. Notwithstanding the requirements of Section (6) above, as a precondition of placement during a period of lay-off and/or recall, every teacher must possess the requisite certification and/or endorsement and qualifications as herein defined for the position for which she/he is assigned.

1. The teacher must have previously taught in the position in which she/he is being placed and if she/he has been evaluated in that position, the teacher must have received a Year-End Evaluation of Minimally Effective (or Developing after July 1, 2024) or higher.

2. It is the teacher's sole responsibility to maintain his/her certification and to promptly provide written documentation of the certification, endorsement, and/or qualification status to the Human Resources Department.

R. When it is determined by the Board of Education that it is necessary to conduct a recall from a staffing or program reduction or any other personnel determination resulting in the elimination of a position, or in hiring after a staffing or program reduction or any other personnel determination resulting in the elimination of a position the following procedures shall be followed:

1. Recall of all teachers shall be in the reverse order of lay-off: i.e., those laid off last will be recalled first, provided, however, that a teacher in order to be recalled, shall be certified and qualified as herein set forth to teach the specific area for which she/he is being recalled.

2. In order to be eligible for recall the teacher must:

a) Have maintained a current address and telephone number with Central Office.

b) Have notified the Central Office in writing or by electronic mail to the superintendent of any extended periods of time (longer than 14 days) when they will be away from their current address and how they may be reached or be contacted while away.

c) Have notified the Central Office in writing or by electronic mail to the superintendent May 1st of intent to return to active employment for the following year, except that for laid off employees and employees on long-term medical leaves, it shall be presumed the employee wishes recall. If an employee does not comply with the above provisions, their return rights may be terminated for that year. If the employee does not comply for two (2) years, all return rights may be terminated.

d) Have notified the Central Office in writing or by electronic mail to the superintendent of any changes, lapses, or expirations, or anticipated changes in certification, endorsements, majors, minors, and/or licenses. Such notice must be given prior to May 1st if the information is to be used in determining recall or return rights for the following school year.

e) Have the present necessary certification and qualifications as well as the present physical ability to assume the position/assignment at the time the recall offer is made. Teachers who do not possess the present physical ability to assume a vacant position/assignment shall continue to remain on lay-off subject to the conditions contained herein. Exceptions may be made, subject to the approval of the Superintendent or his/her designee, if the recalled teacher, at the time of recall is eligible for long-term disability benefits through the insurance policy in force in the District.

3. The District, as it reinstates programs, shall post the positions as they are established listing the necessary certifications and qualifications.

4. In no event shall this Agreement be applied in such a manner that a teacher who has been rated Needing Support or Developing on his/her most recent Year-End Performance Evaluation shall be recalled before a teacher who is rated as Effective on his/her most recent Year-End Performance Evaluation.

S. Notice of recall shall be sent by certified mail to the employee's last known address on file with the Human Resources Department. A copy of the recall notice shall be sent to the Association President.

T. Failure to accept an available position for which the employee is certified, state approved, licensed, and/or endorsed, or failure to notify the District of unavailability, may be considered a voluntary quit; and the Board may terminate its obligation to that employee. Notice of acceptance of assignment or notice of unavailability by the employee must be received by the District within ten (10) days of receipt of notice of recall or return.

U. Tenured teachers shall possess recall rights for up to two (2) years from the date of lay-off.

V. Probationary teachers shall possess recall rights for up to two (2) years from the date of lay-off.

W. Teachers on leaves of absence will be given notice of lay-off if they were scheduled to return to work but no position exists because of a lay-off. Such teachers shall be placed on the recall list and given notice of recall consistent with this Agreement.

X. A combined list of employees eligible for recall and return from long-term leave of absence shall be maintained by the Human Resources Department. A copy of this list shall be provided to the Association President upon written request within ten (10) days.

ARTICLE 15 – No Strike Clause

A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by our grievance procedures, the parties have removed the basic cause of work interruption during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section I of the Public Employment Relations Act.

B. The Association shall refrain from giving any aid, encouragement, or support of any sort to members who are violating the provisions of this section.

ARTICLE 16 – School Calendar

For the terms of this Agreement, school calendars shall be as set forth in Appendix A.

ARTICLE 17 – Professional Compensation

A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.

B. All teachers shall be given a maximum of five (5) years credit on the Salary Schedule set forth in Appendix B for full years of outside teaching experience in any school district in the State of Michigan or other teaching experience in a school district accredited by a recognized accrediting agency. All teachers not at the top of the salary schedule and presently employed effective this salary contract date will be placed on the updated salary schedule. There shall be no retroactivity prior to effective contract date.

C. A teacher's hourly rate is to be determined by dividing his/her annual regular salary by the number of days he/she is contracted divided by the number of hours for which he/she works per day.

D. Teachers involved in voluntary extra duty assignments as set forth in Appendix B-1 which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Agreement without deviation. (Floats shall not be assigned to a teacher.)

E. Teachers required in the course of their work to drive personal automobiles from one (1) school building to another shall receive a car allowance at current board rate. Teachers who are regularly assigned to work in more than one (1) building are entitled to a stipend of one-hundred dollars ($100) per year, to be paid at the end of the school year. Bargaining unit members who previously received mileage for traveling between buildings will continue to receive the mileage allowance.

F. All teachers may elect to have their pay in twenty-one (21) or twenty-six (26) installments. After the first pay a teacher may not change their election of either the twenty-one (21) or twenty-six (26) pay installment.

G. Once every school year during the September open enrollment period, each teacher will be given the choice of his/her check being directly deposited into any bank accounts or credit union accounts of his/her choice for that school year.

ARTICLE 18 – Insurance Protection

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection:

A. Medical Insurance:

1. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve-month (12) period commencing September 1st and ending August 31st. The payments for health insurance premiums shall not exceed the annually adjusted hard cap amounts provided for in Section 3 of Public Act 152, being MCL 15.563. If the insurance premium is less than the annually adjusted hard cap, the difference between the hard cap and the insurance

premium will be distributed to the Association members in a manner to be mutually agreed upon by the Association and the District.

2. The District will contribute up to the annually adjusted hard cap minus $200 imposed by Section 3 of the Public Act 152 of 2011, being MCL 15.563.

3. The Board shall develop and implement a qualified plan document which complies with Section 125 of the Internal Revenue Code (the "Plan"). Benefits currently being provided to bargaining unit member employees shall continue as contained in the Collective Bargaining Agreement, up to and after the effective date of the Plan. Should the parties negotiate changes in the Collective Bargaining Agreement after the effective date of the Plan, the Plan document shall be amended to reflect these changes.

4. All costs relating to the implementation and administration of benefits under this program shall be borne by the Board.

5. New employees who work less than full-time shall receive a pro-rata contribution towards the cost of fringe benefits. (For example an employee working .6 would receive a sixty percent (60%) subsidy towards the cost of insurance.) If an employee does not pay her/his portion of the benefit subsidy, the district shall not be obligated to pay its portion.

6. Eligible AEA members shall be eligible to receive one of the following health insurance plans:

    a) MESSA Choices II health coverage, with the following provisions:

        1) $500/$1,000 deductible
        2) $20.00 office visits
        3) 5-Tier Rx

    b) MESSA ABC 2 health coverage, with the following provisions:

        1) $2,000/$4,000 deductible
        2) 5-Tier Rx
        3) For those that elect to do so, The District shall fund a teacher's HSA by their elected plan's deductible amount of $2000/$4000, half of which will be funded in January, and the other half to be funded in July.
            i. It is understood that if a teacher's employment is terminated for any reason - whether through resignation, retirement, or dismissal - they will be responsible for repaying a prorated portion of the "front loaded" amount based on the actual time worked. This repayment shall take place on their final paycheck.
            ii. Teachers may elect to stop this funding at any time by written authorization to the business office.

7. Employee premium co-pays will be payroll deducted through a qualified Section 125 plan.

8. The Board shall provide a cash option in lieu of health benefits (the "Cash Payment").

    a) The amount of the Cash Payment received may be applied by the bargaining unit member to a Tax-Deferred Annuity. The Cash Payment amount shall be two-hundred twenty dollars ($220)

per month. If a teacher elects to have their Cash Payment applied to a Tax-Deferred Annuity, the teacher shall enter into a salary reduction agreement.

b) If a teacher elects to have their Cash Payment applied to a Tax-Deferred Annuity, The Board and the Employee shall be responsible for paying their respective FICA taxes.

B. Life Insurance:

1. The Board shall provide group life insurance protection with an accidental Death and Disability rider to be paid to the teacher's designated beneficiary in the amount of forty-thousand dollars ($40,000).

C. Long-term Disability:

1. The Board will provide long-term disability (sixty-six and two-thirds (66 2/3) salary after ninety (90) calendar days continuous absence, with a monthly maximum of three-thousand dollars ($3,000).

D. Dental Insurance:

1. The Board agrees to provide without cost to each teacher MESSA Delta Dental Care Program including the cost neutral (free) Delta Preferred Option POS (point of service) for each member of the bargaining unit and their eligible dependents according to the following:

a) Plan C-01 All employees who are covered by an employer paid dental insurance plan with internal and external coordination of benefits.

1) Class I/II/III/IV
i. Ortho Max $1,300 50/50/50/50

2) Plan E-007 All other employees
i. Class I/II/III/IV
ii. Class III coverage shall have a maximum of $1,300
iii. Ortho Max $1,300 80/80/80/80

b. The district will provide the DPO-POS to employees provided the cost remains neutral to the district.

E. Vision Insurance:

1. The Board will provide VSP III for all bargaining unit members and their dependents.

ARTICLE 19 – Special and Student Teaching Assignments

A. All teachers shall either post absences on the Red Rover system at least 90 minutes prior to the beginning of the school day.

Teachers who report absences less than 90 minutes prior to the beginning of the school day must post their absence on Red Rover and call their building level administrator to let them know of their absence for the day.

Teachers may notify the administrator by phone, email, or text to the number or email address provided by the administrator.

An "Absence from Service" form must be filled out and returned to the building secretary the first day the teacher returns to work. Forms are available in the office.

When taking a personal day, absence from service form must be signed by the building level administrator prior to arranging a substitute teacher on Red Rover.

IEP subs will be arranged by the Central Office Secretary according to the schedule provided by the Special Education Secretary. Except in cases of an emergency, Special Education teachers must contact the Special Education Secretary prior to an IEP for scheduling changes.

B. Supervisory teachers of student teachers shall be tenured teachers possessing academic preparation who voluntarily accept the assignment and they shall be known as "supervisory master teachers". The parties recognize that "supervisory master teachers" are not supervisory teachers under Public Act 379 of 1965.

C. Supervisory Master Teachers shall work directly with the University Program Coordinator, assist in developing extensive opportunities for the intern teachers and student teacher to observe and practice the arts and skills of the profession.

D. The Association agrees to accept intern teachers and student teachers as honorary members during their internship period and include them in appropriate meetings and activities of the Association.

E. The Board agrees to provide intern teachers and student teachers with a copy of the most recent accrediting report, texts, guides, building policies, and a copy of this Agreement to assist them during this period.

F. Moneys appropriated to the school district for the intern teacher and the student teacher will be paid directly to the Master Teacher.

G. The supervisory Master Teacher shall file a written report and evaluation with the University Coordinator and the Administration with a copy to the intern teacher or student teacher as the University requires.

ARTICLE 20 – Student Discipline and Teacher Protection

A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of conduct and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher must use discretionary force and only when it is necessary to protect himself/herself from attack or to prevent injury to another student.

C. Procedure for suspension of students from school shall be distributed to students, teachers and parents each year. School authorities will endeavor to achieve correction of student misbehavior through counseling and

interviews with the child and his/her parents when warranted. Other measures, short of suspension, will first be exhausted.

D. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

E. The safety and welfare of staff members is of the utmost importance to the District. As such, the District will follow the disciplinary steps of the Revised School Code with respect to physical assaults against teachers. Subject to the factors described in Section 1310d of the Revised School Code, and any other applicable state or federal laws that may apply to a particular situation, the District may remove students from in-person attendance for engaging in physical assaults of teachers.

ARTICLE 21 – Student Rights

A. The education of all children shall be based on the precept that high-quality education is dependent upon providing for a stimulation of the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. To accomplish this, the Board and the Association agree that the students of the district can expect:

1. A free and undistorted view of subject matter with varying points of view.

2. The inclusion of all students regardless of race, color, creed or national origin in the opportunity to participate or benefit under any program not the granting of any discriminatory consideration or advantage.

3. That all confidential information obtained in the course of professional service not be disclosed unless disclosure serves professional purposes or is required by law.

ARTICLE 22 – Professional Grievance Procedure

1. A "grievance" is a complaint that there is evidence of a violation, misinterpretation or misapplication of provisions as stated in this agreement. No grievance exists if another form is chosen (i.e., Tenure Commission, MERC, EEOC, Civil Rights Commission, etc.)

2. The "aggrieved person" is the person or persons making the complaint, or the Association.

3. The term "teacher" includes any individual or group, who is a member of the bargaining unit covered by this contract, or the Association.

4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

5. The term "days" shall mean school days except after the end of the school year in which case it shall mean week days.

A. In the event that a teacher believes there is a basis for a grievance he/she shall first discuss the alleged grievance with his/her building principal either personally or accompanied by his/her Association representative.

B. If, as a result of the informal discussion with the building principal, a grievance still exists, he/she may invoke the formal grievance procedure through the Association on a form signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him/her.

C. PURPOSE: The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the grievance, as filed. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration.

D. STRUCTURE: Levels of Grievance Procedure:

1. Level One – The principal of the respective school in which the grievant serves.

2. Level Two – Superintendent of Schools or designated representative.

3. Level Three – Board of Education or its designated agent.

4. Level Four – Arbitration

E. PROCEDURE: The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent. If the grievance is filed on or after June 1st, the time limits may be reduced in order to effect a solution prior to the end of the school year, or as soon thereafter as is practicable.

PROCEDURE OF GRIEVANCE STEPS:

1. Level One – A teacher with an alleged grievance shall file, in writing, a formal grievance form as provided by the Association to his/her respective principal or immediate supervisor. The aggrieved person may have representation of the Association present at the time of the grievance meeting, if so requested by the teacher.

   The grievance must be instigated within ten (10) school days following the alleged violation of the Agreement.

2. Level Two – In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation, he/she may file the grievance with the superintendent of schools. The grievant shall have representation of the Association present at the grievance meeting. The aggrieved must process Level Two within five (5) school days after receiving disposition of Level One.

3. Level Three – If no agreement has been reached at Level Two or no decision rendered within ten (10) school days, the aggrieved person may refer the grievance to a committee of the Board of Education.

The aggrieved person shall file Level Three within five (5) school days after receiving disposition of Level Two.

4. Level Four – In the event the grievant is not satisfied with the decision rendered at Level Three, the Association may file for arbitration under the rules of the American Arbitration Association within twenty (20) days.

   The decision of the Arbitrator shall be binding on both parties. The Board and the Association shall not be permitted to assert in such arbitration on any grounds or to rely on any evidence not previously disclosed to the other party in writing.

   Teachers who are parties to an arbitration hearing shall suffer no loss of pay or fringe benefits by virtue of their appearance at such a hearing.

5. Limitations of Arbitration:

   a) The Arbitrator shall have no power to add or subtract from, disregard, alter or modify any terms of this agreement.

   b) The Arbitrator shall have no power to rule on any of the following:

      1) The termination of services or failure to re-employ any probationary teacher.

F. MISCELLANEOUS:

1. A grievance may be withdrawn at any level without prejudice or record. However if, in the judgment of the Association representative, the grievance affects a group of teachers, the Association may process the grievance at the appropriate level.

2. The grievance discussed and the decision rendered at LEVEL ONE shall both be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.

3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reasons of such participation.

4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

5. Forms for filing and processing grievances shall be designed by the Superintendent and the Association, shall be prepared by the Superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.

6. Access shall be made available to all parties, places and records for all information necessary to the determination and processing of the grievance.

7. The cost of the arbitrator shall be shared equally by the parties.

ARTICLE 23 – Negotiation Procedures

A. Representatives of the Board and the Association's committee will meet on one (1) mutually agreed upon day each month prior to the regularly scheduled Board of Education meeting for the purpose of reviewing the administration of the contract, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

B. All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities unless otherwise mutually agreed.

C. Between January 1 and January 15, the parties shall initiate negotiations for the purpose of entering into a successor agreement for the forthcoming year.

D. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

E. There shall be three (3) signed copies of the final agreement for the purpose of record. One (1) retained by the Board, one (1) by the Association, and one (1) by the Superintendent.

ARTICLE 24 – School Improvement

District and building school improvement team representatives serve on a voluntary basis. Minimally, representation on the team shall be determined by P.A. 335. Teams establish their own ground rules and plans to implement P.A. 335 and school accreditation.

The board is committed to continuous in-service and professional staff development in support of the school improvement process. The board will establish funding for the school improvement teams.
As in the past, the Administration will send participants to in-service and other meetings during school time. The teacher(s) will continue to receive their regular pay rate and the Board of Education will hire necessary substitute teachers.

For approved activities beyond the regularly scheduled school day, the Atherton Board of Education will compensate teachers, including the chairperson, at the rate of forty dollars ($40) per hour. If and when the rate of pay in ARTICLE V Section I of the Master Agreement is increased, pay for this process shall be increased accordingly with that figure as a minimum.

Payments are to be made at the end of each semester. Prior approval of the building administrator and accounting of time for reimbursement by the Principal's Office are required.

It must be understood that under no circumstances shall any comments or decisions in improvement meetings be construed as official union positions and nothing shall be construed to change, amend, delete or substitute for any part of the Master Agreement. No decisions made shall change working conditions bargained, intent in bargaining or practices regarding implementation of same.

Any desired changes should be proposed in a special formal request to bargain forwarded to the Association President, agreed to by the Association's Bargaining Team, and ratified by the general membership.

ARTICLE 25 – MENTOR/MENTEE TEACHERS

A. A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of the School Code and perform the duties of a Master Teacher as specified in the code.

B. Each bargaining unit member in his/her first three (3) or four (4) years in the classroom shall be assigned a Mentor Teacher by the Administration with the consultation of the Association. Mentor Teachers shall be available to provide professional support, instruction, and guidance.

C. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion. Because the purpose of the mentor/mentee match is to acclimate the mentee and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential. However, nothing in this agreement is to be construed to limit the responsibility of Staff to meet legal obligations to report suspected criminal offenses and/or testify regarding inappropriate behavior by a fellow staff member.

D. The mentor teacher shall be knowledgeable in their content area, in educational best practice and in the district's instructional program. Mentors shall preferably have at least three (3) years of teaching experience in Atherton and five (5) years of total teaching experience. If an insufficient number of tenured members of the bargaining unit volunteer to be Mentor Teachers, the Board may assign a certified educator from outside the bargaining unit.

E. The Administration shall notify the Association when a Mentor Teacher is matched with a probationary teacher (Mentee).

F. The mentee shall be assigned to one (1) mentor teacher at a time.

G. A mentor teacher shall be assigned to only one (1) mentee at a time. Mentees will be assigned equitably across departments and certification areas to the extent possible.

H. The mentor teacher assignment shall be for one (1) year, subject to review by the mentor teacher and mentee after ninety (90) working days. The appointment may be renewed in succeeding years. Mentorship is voluntary and may be discontinued at the option of either party. In the event that a change of mentors is necessary, a new person will be assigned as soon as practicable.

I. Suggested standards for release time for the mentor and the mentee will be the configuration of up to a half (1/2) day per marking period for the first year, and up to a half (1/2) day every semester for the 2nd and 3rd years. Requests for additional released time shall be submitted to building principal. It is also understood that time for discussions and feedback between Mentor Teacher and the probationary teacher will necessarily take place weekly beyond the normal working day to establish this collaborative relationship. Time commitments beyond this minimum may be subject to revision due to state mandates.

J. Professional development training required by law or regulation may occur during the regular work day and work year. However, satisfying such professional development requirements is the sole responsibility of the probationary teacher and may require training beyond the contractual work day or work year.

K. The stipend will be paid to the Mentor for the Mentee as follows:

Year 1 of Mentee	$500
Year 2 of Mentee	$500
Year 3 of Mentee	$200
Year 4 if needed	$200

ARTICLE 26 – Miscellaneous Provisions

A. The Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board. All teachers covered under this Agreement who participate in the production of tapes, publications or other produced educational material shall retain residual rights should they be copy-written or sold by the district.

C. If any provisions 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.

D. Copies of this Agreement titled "Professional Agreement between the Atherton School District and Atherton Education Association" shall be published at the expense of the Board within thirty (30) days after the Agreement is signed and made available for viewing in the district's annual transparency for all teachers now employed, hereafter employed, or considered for employment by the Board. Further, that the Board shall furnish copies of the Master Agreement to the Association for its use.

F. Each teacher shall have the right upon request to review the contents of his/her own personnel file in accordance with Board Policy 8320. A representative of the Association may be requested to accompany the teacher in such review.

G. The use of surveillance systems and similar devices shall be utilized for the safety and security of staff and students.

ARTICLE 27 – Duration of Agreement

This Agreement shall be effective and retroactive to September 1, 2024, and shall continue until August 31, 2027. The salary schedules attached to this document are for the 2024-2027 school years.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION:

Heather Hulswit (AEA President)

Bruce Jordan (MEA UniServ Director)

Michelle Turner (AEA Negotiations Committee)

Camden Forsberg (AEA Negotiations Committee)

Chad Downing (AEA Negotiations Committee)

BOARD OF EDUCATION:

Craig Lanter (President)

Bette Bigsby (Vice President)

Sandra Talbot (Secretary)

Katrina Royster (Treasurer)

Tim Shorkey (Trustee)

Keith Edgette (Trustee)

Amber Barker (Trustee)

APPENDIX A – Calendars

2024/2025 Calendar is below. The 2025/2026 and 2026/2027 Calendars are yet to be determined.

2024-2025 District Calendar

August 2024

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

September 2024

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

October 2024

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

November 2024

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

December 2024

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

January 2025

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

Atherton Community Schools

3354 S. Genesee Road
Burton, MI 48519
810-591-9182 Fax: 810-591-1926

Aug 20-22	Professional Development Days
Aug 26	First Day of School for Students
Sep 2	No School/Labor Day
Sep 11	Early Dismissal
Sep 25	Early Dismissal
Oct 2-3	Parent Teacher Conference
Oct 9	Early Dismissal
Oct 23	Early Dismissal
Oct 29	End of 1st Term
Oct 31	Half Day
Nov 1	No School
Nov 5	PD Day/Virtual Learning Day
Nov 13	Early Dismissal
Nov 27-29	Thanksgiving Break
Dec 11	Early Dismissal
Dec 23-Jan 3	Winter Break
Jan 8	Early Dismissal
Jan 20	No School/MLK Day
Jan 22	End of 1st Sem
Jan 23	Second Semester Begins
Jan 29	Early Dismissal
Feb 5	Early Dismissal
Feb 14-17	Mid-Winter Break
Feb 26	Early Dismissal
Mar 5	Parent Teacher Conference
Mar 7	Half Day (Conference Week)
Mar 12	Early Dismissal
Mar 28	End of 3rd Term
Mar 31	Spring Break
Apr 1-4	Spring Break
Apr 18	No School/Good Friday
Apr 30	Early Dismissal
May 7	Early Dismissal
May 21	Early Dismissal
May 26	No School/Memorial Day
June 1	High School Graduation
June 10	End 2nd Sem/Last Day

- PD Days (no school for students)
- Half Day
- Early Release
- No School
- End of MP/Semester
- First & Last Day of School

February 2025

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

March 2025

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

April 2025

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

May 2025

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

June 2025

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

July 2025

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

Jr/Sr High School	
Full day	7:30 am - 2:30 pm
Early Dismissal	7:30 am - 1:00 pm
Half Day	7:30 am -11:20 am

Atherton Elementary	
Full Day	8:15 am - 3:28 pm
Early Dismissal	8:15 am - 1:58 pm
Half Day	8:15 am - 12:05 pm

Atherton Virtual Academy
Monday - Friday
10:00 am - 2:00 pm

APPENDIX B – Salary Schedule

Half (1/2) years of service (not consecutive) in the Atherton system shall be cumulative to full years on the salary schedule. Recalled teachers will be granted up to five (5) years outside experience plus any teacher experience at Atherton at the point of recall for the purposes of the salary schedule.

Finances

A. Salary Schedules

2023/2024					
Step	BA	BA+16	BA+30/MA	MA+15	MA+30
1	$39,675	$41,750	$43,934	$46,232	$48,649
2	$41,750	$43,933	$46,232	$48,650	$51,194
3	$43,934	$46,232	$48,650	$51,195	$53,872
4	$46,231	$48,650	$51,195	$53,872	$56,688
5	$48,649	$51,194	$53,872	$56,689	$59,654
6	$51,194	$53,872	$56,689	$59,654	$62,773
7	$53,872	$56,689	$59,654	$62,774	$66,057
8	$56,688	$59,653	$62,774	$66,057	$69,512
9	$59,562	$62,774	$66,057	$69,512	$73,147
10	$62,773	$66,056	$69,512	$73,147	$76,972
11	$64,572	$67,948	$71,505	$75,247	$79,186

Step index	5.00%
Lane Index	5.23%

2024/2025					
Step	BA	BA+16	BA+30/MA	MA+15	MA+30
1	$41,000	$43,144	$45,401	$47,775	$50,274
2	$43,050	$45,302	$47,671	$50,164	$52,788
3	$45,203	$47,567	$50,054	$52,672	$55,427
4	$47,463	$49,945	$52,557	$55,306	$58,198
5	$49,836	$52,442	$55,185	$58,071	$61,108
6	$52,328	$55,064	$57,944	$60,975	$64,164
7	$54,944	$57,817	$60,841	$64,023	$67,372
8	$57,691	$60,708	$63,883	$67,225	$70,740
9	$60,576	$63,744	$67,078	$70,586	$74,277
10	$63,604	$66,931	$70,431	$74,115	$77,991
11	$66,785	$70,278	$73,953	$77,821	$81,891

Step index	5.00%				
Lane Index	5.23%				
2025/2026					
Step	BA	BA+16	BA+30/MA	MA+15	MA+30
1	$42,500	$44,723	$47,062	$49,523	$52,113
2	$44,625	$46,959	$49,415	$51,999	$54,719
3	$46,856	$49,307	$51,886	$54,599	$57,455
4	$49,199	$51,772	$54,480	$57,329	$60,327
5	$51,659	$54,361	$57,204	$60,196	$63,344
6	$54,242	$57,079	$60,064	$63,205	$66,511
7	$56,954	$59,933	$63,067	$66,366	$69,837
8	$59,802	$62,929	$66,221	$69,684	$73,328
9	$62,792	$66,076	$69,532	$73,168	$76,995
10	$65,931	$69,380	$73,008	$76,827	$80,845
11	$69,228	$72,849	$76,659	$80,668	$84,887

Step index	5.00%				
Lane Index	5.23%				
2026/2027					
Step	BA	BA+16	BA+30/MA	MA+15	MA+30
1	$44,000	$46,301	$48,723	$51,271	$53,952
2	$46,200	$48,616	$51,159	$53,835	$56,650
3	$48,510	$51,047	$53,717	$56,526	$59,483
4	$50,936	$53,599	$56,403	$59,353	$62,457
5	$53,482	$56,279	$59,223	$62,320	$65,580
6	$56,156	$59,093	$62,184	$65,436	$68,858
7	$58,964	$62,048	$65,293	$68,708	$72,301
8	$61,912	$65,150	$68,558	$72,143	$75,916
9	$65,008	$68,408	$71,986	$75,751	$79,712
10	$68,258	$71,828	$75,585	$79,538	$83,698
11	$71,671	$75,420	$79,364	$83,515	$87,883

B. Longevity Pay

1. Beginning with the **12th** year of seniority, teachers will receive an annual one-thousand dollar ($1,000) longevity payment payable on the first payroll check issued each December.

2. Beginning with the 15th year of seniority, teachers will receive an annual one-thousand five-hundred dollar ($1,500) longevity payment payable on the first payroll check issued each December.

3. Beginning with the 20th year of seniority, teachers will receive an annual two-thousand dollar ($2,000) longevity payment payable on the first payroll check issued each December.

4. Beginning with the 25th year of seniority, teachers will receive an annual two-thousand five-hundred dollar ($2,500) longevity payment payable on the first payroll check issued each December.

Professional Growth

- An additional fifteen (15) hours after the Bachelor degree has been received will add a second educational lane to the salary schedule.
- An additional thirty (30) semester hours after the Bachelor degree has been received or a Master degree will add a third educational lane to the salary schedule.
- An additional fifteen (15) semester hours received after the Master degree has been received will be the fourth educational lane to the salary schedule.
- An additional thirty (30) semester hours received after the Master degree has been received will be the fifth educational lane to the salary schedule.

Any classes/courses completed beyond the Master's Degree must be graduate level from an accredited university or college

A. Lane Advancement: Approval of training increment credits shall be the responsibility of the Office of Human Resources.

1. Teachers accumulating enough credit hours for movement to a higher lane on the salary schedule shall receive an adjustment after a completed Salary Adjustment Form (Appendix XX) with attached official transcripts demonstrating completion of coursework is received by the Office of Human Resources.

2. The effective date for the salary adjustment shall be the date the lane adjustment form was submitted to the Office of Human Resources.

3. It shall be the responsibility of the teacher to apply for a salary adjustment, obtain official transcripts and (if needed) a letter from the registrar, and to deliver the Salary Adjustment Form and other documents to the Office of Human Resources.

4. Only Passing graduate level credits from an accredited college and/or university, not less than C, including Pass/Satisfactory credits, will be accepted to move from BA to BA+15, BA+15 to BA+30/MA, BA+30/MA to MA+15, and MA+15 to MA+30.

5. Only credits earned after the baccalaureate degree will be accepted for advanced placement on the salary schedule.

6. Credits used to grant lane advancements may only be used once.

APPENDIX B-1 – Extra Work and Sports Schedule

ATHERTON BOARD OF EDUCATION PAYROLL INFORMATION

It will be the decision of the individual coach to be compensated as an Atherton employee or contracted through a third party.

A. Continuous pay as part of regular yearly pay and/or special programs: % of Base

1.	Choir (4-12) (per evening event not to exceed four (4) performances)	.5%
2.	Band (5-12)	12%
3.	Yearbook (Sr/Ms)	2%
4.	Newspaper (Sr/Ms)	2%
5.	GenNet Teachers will be provided $20/hour for preapproved after school meetings and provided their regular wages and a substitute teacher for their classrooms for any school meetings held during the school day.	

B. To be paid at the end of each sport's season: % of Base

1.	Assistant Varsity Football	8%
2.	Varsity Football	13%
3.	Junior Varsity Football	8%
4.	Assistant Junior Varsity Football	7%
5.	Head Freshman Football	6%
6.	Assistant Freshman Football	5.5%
7.	Middle School Head Football	5%
8.	Assistant Middle School Football	5%
9.	Cross Country	8%
10.	7th Grade Girls Basketball	5%
11.	7th Grade Boys Basketball	5%
12.	8th Grade Girls Basketball	5%
13.	8th Grade Boys Basketball	5%
14.	Golf	6%
15.	Varsity Girls Basketball	13%
16.	Junior Varsity Girls Basketball	8%
17.	Varsity Boys Basketball	13%
18.	Junior Varsity Boys Basketball	8%
19.	Assistant Basketball	6%
20.	Freshman Basketball	6%
21.	Wrestling	12%
22.	Assistant Wrestling	6%
23.	Varsity Volleyball	13%
24.	Junior Varsity Volleyball	8%
25.	7th Grade Volleyball	5%
26.	8th Grade Volleyball	5%
27.	Varsity Baseball	8%
28.	Junior Varsity Baseball	6%
29.	High School Track	9.5%
30.	Assistant High School Track	5.5%
31.	Varsity Softball	8%
32.	Junior Varsity Softball	6%

33.	Middle School Softball	4%
34.	Middle School Baseball	4%
35.	Middle School Track – Boys & Girls Combined (Less than 30 athletes)	4%
36.	Varsity Tennis	8%
37.	Middle School Boys Track (More than combined 30 athletes)	4%
38.	Middle School Girls Track (More than combined 30 athletes)	4%
39.	Varsity & JV Boys Bowling	6%
40.	Varsity & JV Girls Bowling	6%
41.	Assistant Coach (Baseball, Softball, Volleyball)	4%
42.	MS Bowling (coed)	4%

C. To be paid in the spring: % of Base

1.	Senior High Cheerleaders	(2.5% each for fall & winter)
2.	Middle School Cheerleaders	3%
3.	National Honor Society (Sr/Ms)	2%
4.	Senior Class Sponsor	2%
5.	Junior Class Sponsor	2% (4% if prom)
6.	Sophomore Class Sponsor	2%
7.	Freshman Class Sponsor	2%
8.	Student Council (Sr/Ms)	3%
9.	Elementary Student Council	2%

D. To be paid after final program: % of Base

1.	Director, High School Play / Elementary School Play	4%
2.	Director, Choral Musical	2%
3.	Director, Middle School Play	4%
4.	Director, Talent Show HS	2%
5.	Director, Talent Show MS	2%
6.	Quiz Bowl – HS	4%
7.	Quiz Bowl – MS	3%
8.	Spelling Bee	1%
9.	5/6 Book Bowl	3%
10.	7/8 Book Bowl	3%
11.	Elementary Stem Night	1%
12.	SLS (7-12)	4%