**MILAN AREA SCHOOLS**
**BOARD OF EDUCATION**
**REGULAR MEETING**
**WEDNESDAY, September 9, 2026**
**AGENDA**

## I. Call to Order

## II. Pledge of Allegiance

## III. Communications/Community Engagement

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public meeting. There are two (2) times for public participation during the meeting as indicated in the agenda. When addressing the Board, you will be asked to state your name. The Board determines the amount of time granted to individuals or groups to speak. Each person shall be allowed to speak for up to 3 minutes. Board members may question speakers, but are not obligated to answer questions or make statements or commitments in response to issues raised by the public. In general, such items will be referred to the superintendent for advisement, investigation, study, and/or recommendation or designated as future agenda items for Board consideration.

A. Public Comments

## IV. Routine Matters for Approval

A. Minutes of the Regular Meeting of August 26, 2026
B. Minutes of the Regular Meeting Closed Session of August 26, 2026
C. Bills/Reimbursement of Expenses

## V. Milan Area Schools Strategic Plan Business

A. Finance/Operations
    1. PSI Presentation – Andrew Hascher
B. Personnel/Leadership
    1. Teacher Appointments
        Paddock Elementary Behavioral Specialist
    2. Milan Area Schools Support Staff (MASSS) Master Agreement – Attachment A
    3. Non-Affiliated Staff Salary Schedules - Attachments B-F
C. Communications/Community Engagement
    1. Public Comments
    2. Assistant Superintendent Comments
    3. Superintendent Comments
    4. Board Member Comments

## VI. Adjournment

**MILAN AREA SCHOOLS**
**BOARD OF EDUCATION**
**REGULAR MEETING**
**WEDNESDAY, September 9, 2026**
**RESOLUTIONS**

## I. Call to Order

## II. Pledge of Allegiance

## III. Communications/Community Engagement

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public meeting. There is one time for public participation during the meeting as indicated in the agenda. When addressing the Board, you will be asked to state your name. The Board determines the amount of time granted to individuals or groups to speak. Each person shall be allowed to speak for up to 3 minutes. Board members may question speakers, but are not obligated to answer questions or make statements or commitments in response to issues raised by the public. In general, such items will be referred to the superintendent for advisement, investigation, study, and/or recommendation or designated as future agenda items for Board consideration.

A. Public Comments

## IV. Routine Matters for Approval

A. Minutes of the Regular Meeting of August 26, 2026

Motion by _____ supported by _____ to approve the minutes of the Regular Meeting on August 26, 2026.

Burdette ____ Faro____ Gutierrez ____ Heikka ____ Meray ____ Prior ____ Cislo ____ Carried_____.

B. Minutes of the Regular Meeting Closed Session of August 26, 2026

Motion by _____ supported by _____ to approve the minutes of the Regular Meeting Closed Session on August 26, 2026.

Faro____ Gutierrez ____ Heikka ____ Meray ____ Prior ____ Cislo ____ Burdette ____ Carried_____.

C. Bills/Reimbursement of Expenses

Motion by _____ supported by _____ to approve the bills/reimbursement of expenses.

Gutierrez ____ Heikka ____ Meray ____ Prior ____ Cislo ____ Burdette ____ Faro____ Carried_____.

## V. Milan Area Schools Strategic Plan Business

A. Finance/Operations

1. PSI Presentation – Andrew Hascher

B. Personnel/Leadership
    1. Teacher Appointments

Motion by _____ supported by _____ to approve Amanda Kraus as the Paddock Elementary Behavioral Specialist effective for the 2026-2027 school year.

Heikka ____ Meray ____ Prior ____ Cislo ____ Burdette ____ Faro____ Gutierrez ____ Carried_____.

2. Milan Area Schools Support Staff (MASSS) Master Agreement – Attachment A

Motion by _____ supported by _____ to approve the Master Agreement with the Milan Area Schools Support Staff (MASSS) as detailed in Attachment A

Meray ____ Prior ____ Cislo ____ Burdette ____ Faro____ Gutierrez ____ Heikka ____ Carried_____.

3. Non-Affiliated Staff Salary Schedules - Attachments B-F

Motion by _____ support by _____ to approve the updated Non-Affiliated Salary Schedule (Attachment B), District Technology Staff Salary Schedule (Attachment C), District Office Staff Salary Schedule (Attachment D), Milan Directors' Salary Schedule (Attachment E), and Milan Building Administrator's' Salary Schedule (Attachment F).

Prior ____ Cislo ____ Burdette ____ Faro____ Gutierrez ____ Heikka ____ Meray ____ Carried_____.

C. Communications/Community Engagement
    1. Public Comments
    2. Assistant Superintendent Comments
    3. Superintendent Comments
    4. Board Member Comments

**VI. Adjournment -** Time of Adjournment _____.

# DRAFT

**MILAN AREA SCHOOLS**
**BOARD OF EDUCATION**
**REGULAR MEETING**
**WEDNESDAY, August 26, 2026**
**MINUTES**

The regular meeting of the Milan Area Schools Board of Education was called to order in the District Office Boardroom located at 100 Big Red Drive, Milan MI, 48160, by President Faro at 7:00 p.m. on August 26, 2026.

Board Members Present: Faro, Meray, Burdette, Prior, Gutierrez and Heikka

Board Members Absent: Cislo

Staff: Superintendent McMahon, Assistant Superintendent Bookout, Executive Finance Director Hendrix, Margaret Durkee and Sara Beckman

Guests: Heather Finch and Angela Chidester

Public Comments: None

Motion by Heikka supported by Gutierrez to approve the minutes of the Special Board Meeting on August 21, 2026. All Ayes. Carried 6-0.

Superintendent McMahon shared a bargaining groups update with the board.

Motion by Burdette supported by Prior to approve Trevor Miner as the MMS and MHS Choir Teacher effective for the 2026-2027 school year. All Ayes. Carried 6-0.

Motion by Prior supported by Heikka to revise, repeal, and/or adopt Board policies as described in Attachment A. All Ayes. Carried 6-0.

Public Comments: None

Assistant Superintendent Comments:

- We are right in the middle of our opening week of professional development, and Assistant Superintendent Bookout took time to recognize the work our staff are doing to prepare for the new school year.

One of our goals in planning professional development this year has been to be really thoughtful about how we use our staff's time. We have several new initiatives and district priorities, and we don't want to introduce something new and then move on immediately. We're trying to give staff time to understand the why behind the work, learn what they need to know, collaborate with one another, and think about what implementation will actually look like in their classrooms and buildings.

This week, that has included learning around student behavior supports, special education, our updated emergency response procedures, and building initiatives. We've also intentionally protected time for grade-level and department collaboration, building planning, and individual preparation.

We've also expanded professional learning for our paraprofessionals this year. In addition to a full day of CPI training for new paraprofessionals, we've added two full days of professional development specifically for our paras. They play such an important role in supporting students and classrooms, and we want to make sure they have dedicated time for training, collaboration, and preparation as well.

There's always a lot to accomplish during opening week, but our goal is for staff to leave this week not just with more information, but feeling prepared, supported, and clear about our priorities as we welcome students back.

- We've also had a great start to our back-to-school events. Open Houses across the district have been very well attended, and it's been wonderful to see students and families back in our buildings.

  One piece Assistant Superintendent Bookout especially wanted to highlight is that all of our schools offered a "soft start" Open House for students receiving special education services. These provided an opportunity for students who may benefit from a smaller, quieter environment to visit the building before the larger Open House, meet staff, find their classrooms, and become more comfortable with the school environment without as much noise and activity.

  It's a relatively simple adjustment, but it's a good example of how we can remove barriers and make important school experiences more accessible to students with different sensory and support needs. Assistant Superintendent Bookout really appreciates our building teams being intentional about creating that opportunity for students and families.

Superintendent Comments:

- Superintendent McMahon thanked the staff for a great first two days of professional development.  Our administrative team. Led by Jen Bookout, worked hard all summer preparing for the year and much of that work was transferred to our staff during our opening PD days.

- Superintendent McMahon thanked our staff for their preparation and participation in our Open Houses and thanked all of the parents that were able to attend.

- Superintendent McMahon shared that he was looking forward to the first day with students, next Monday, August 31. The buildings have been prepped and the staff are prepared to get started on another great year at MAS.

Board Member Comments:

- Burdette welcomed the new choir teacher while expressing gratitude to retiring choir teacher Shayla Powell for her years of dedicated service and student impact. He noted the high attendance and energetic atmosphere at the high school open house, attributing the positive environment to the new leadership team. Additionally, he shared updates on ongoing athletics and encouraged the community to attend the upcoming home varsity football game.

- Prior encouraged the community to consult district websites for upcoming student activities and highlighted the success and strong attendance at the recent community kickoff event. She noted that homecoming is one month away and wished everyone a safe start to the school year.

- Heikka commended staff for their work during opening week professional development, with special appreciation for the expanded paraprofessional training. She praised the positive atmosphere at the high school open house, noting that holding the event before the start of the school year and eliminating rigid bell schedule rotations improved the event. Additionally, she commended the organizers of the community kickoff event and announced details for upcoming dance team tryouts.

- Gutierrez commended Shayla Powell for her service, welcomed new choir teacher Mr. Miner, and commended staff for their hard work during the well-attended open houses. She requested that the administration consider scheduling middle school and high school open houses on separate nights in the future to better accommodate families. Additionally, she shared registration and funding support details for the eighth-grade Chicago trip, announced that bus schedules were mailed out, expressed appreciation for the expanded paraprofessional training, and welcomed students and staff back to school. She also provided an update on scholarship disbursements, expressing gratitude for the thank-you letters received from district alumni.

- Meray acknowledged her absences from the previous two board meetings, expressed gratitude to the acting secretary, and noted that she reviewed the meeting recordings to remain updated. She welcomed new and returning staff, reported that the communications committee will schedule an upcoming meeting, congratulated the cast of the recent high school 24-hour musical, and extended formal appreciation to the retiring choir teacher while welcoming Mr. Miner.

- Faro welcomed district families and staff back to school and praised custodians and staff for their work preparing the facilities and creating welcoming open houses. He announced the upcoming state count day on October 1, 2026 and plans to coordinate

social media posts for awareness. He thanked Ms. Bookout for proactively compiling the standardized testing schedule. Additionally, he noted upcoming follow-ups with administration regarding mental health and safety funds, and thanked Sara Beckman for highlighting new staff members on district social media channels.

## I. Other Old/New Business

A. Closed Session – Negotiation Strategies

Motion by Meray supported by Heikka to enter into closed session pursuant to Section 8(1)(c) of the Michigan Open Meetings Act for Negotiation Strategies. All Ayes. Carried 6-0.

Time entered closed session 7:27 p.m.

Time returned to open session 7:53 p.m.

Time of Adjournment 7:53 p.m.

ATTACHMENT A

# MASTER AGREEMENT

# BETWEEN

# THE MILAN AREA SCHOOLS BOARD OF EDUCATION

# AND

# THE MILAN AREA SCHOOLS SUPPORT STAFF (MASSS)

# SEPTEMBER 1, 2026

# THROUGH

# AUGUST 31, 2029

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## ARTICLE 1: Preamble

This Agreement is entered into effective **March 11, 2026**, by and between the Milan Board of Education, hereinafter called the "Board" and the Milan Area Schools Support Staff (MASSS), hereinafter called the "Union".

## ARTICLE 2: Purpose

A. This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

B. The parties recognize that the interest of the community and the job security of the employees depend on the Board's success in establishing a proper service to the Community. To these ends, the Board and the Union encourage to the fullest degree friendly and cooperative relations between respective representatives at all levels and among all employees.

C. The provisions of this Agreement shall constitute a binding obligation of the parties for the length of the contract. Any previously adopted policy, rule, or regulation of the parties, which is in conflict with the provisions of this Agreement, shall be superseded and replaced by this Agreement.

## ARTICLE 3: Recognition

A. The Board hereby recognizes the Union as the sole and exclusive bargaining representative for all full time and regular part time paraprofessionals, administrative assistants and clerical employees, and custodial and maintenance employees; excluding substitutes, temporary employees, confidential**,** supervisory and administrative personnel, payroll manager, all laundry employees, and all other employees.

B. Unless otherwise indicated, the term "Employee" when used in this Agreement shall refer to all members of the above-defined bargaining unit.

## ARTICLE 4: Strikes and Lockouts

A. It is agreed on the part of the Union that there will be no strike, stoppage of work, or slowdown during the length of this Agreement.

B. It is agreed on the part of the Board that there will be no lockout during the length of this Agreement.

C. In the event of any such violation of this Article, the Union shall endeavor to return the employees to work as expediently as possible by:

1. Notifying the employees that the Union disavows their action.

2. Notifying the employees to cease such action.

3. Taking appropriate action to bring about compliance with the terms of this Agreement.

## ARTICLE 5: Grievance Procedure

A. A claim by an employee, group of employees, or the Union, that there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided. All grievances shall be settled in conformity with the grievance procedure as set forth below.

B. Written grievances as required herein shall be filed on the appropriate grievance form (APPENDIX C), and shall contain the following.

1. It shall be signed by the grievant or grievants;

2. It shall be specific;

3. It shall contain a synopsis of the facts giving rise to the alleged violation;

4. It shall cite the section or subsections of this contract alleged to have been violated;

5. It shall contain the date of the alleged violation;

6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such rejection shall not extend the limitations hereinafter set forth.

C. **Procedure (Note: All time lines will begin the workday after the occurrence, meeting or receipt of response by either party.)**

**Step 1:** In the event that an employee believes there is a grievance, he/she shall first discuss the alleged grievance with his/her immediate supervisor, either personally or accompanied by the Union representative.

**Step 2:** If, as a result of the informal discussion with the immediate supervisor, an alleged grievance still exists, the employee may invoke the formal grievance procedure through the Union. The written grievance shall be filed within ten (10) working days of the occurrence, or when the employee could reasonably be expected to be aware of same. A copy of the grievance shall be delivered on the appropriate form (APPENDIX C) to the immediate supervisor. If the grievance involves more than one work location, it may be filed with the superintendent or his/her designee.

Within five (5) working days of receipt of the grievance, the immediate supervisor shall meet with the grievant and the Union in an effort to resolve the grievance. The immediate supervisor shall indicate, in writing, his or her disposition of the grievance within five (5) working days of such meeting, and shall furnish a copy thereof to the Union and return the original to the grievant(s).

**Step 3:** If the Union is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) working days of such meeting, or ten (10) working days from date of filing, the grievance shall be transmitted to the superintendent or designee, and the grieving party/parties shall have five (5) working days from the date the grievance form is received to submit the grievance to **Step 3.** Within five (5) working days, the superintendent or designee shall meet with the grievant(s) and the Union on the grievance and shall indicate, in writing, his/her disposition within five (5) working days of such meeting, and shall furnish a copy thereof to the Union and the original to the grievant(s).

**Step 4:** If the Union is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting, or fifteen (15) working days from the date of filing, the grievance shall be transmitted to the Board and the grieving party/parties shall have five (5) working days from the date the grievance form is received to submit the grievance to **Step 4.** Within twenty (20) working days or at the Board's next regularly scheduled meeting, whichever comes later, the Board shall hold a hearing on the grievance and shall indicate in writing, its disposition within five (5) working days of the hearing, and shall furnish a copy thereof to the Union and the original to the grievant(s).

**Step 5:**

1. If the Union is not satisfied with the disposition of the grievance by the Board of Education, or if no disposition has been made within the period provided above, the grievance may be submitted to arbitration provided that notice to refer the matter is given to the other party within five (5) working days from the receipt of the Board's written decision at **Step 4.** The grievance will be submitted to arbitration under and in accordance with the rules of the American Arbitration Union, which shall likewise govern the arbitration proceedings. Both parties agree to be bound by the award of the arbitrator and the fees and expenses of the arbitrator shall be shared equally by the parties.

2. It shall be the function of the arbitrator, and he/she shall be empowered except, as his/her powers are limited below, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

   (a) The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

   (b) The arbitrator shall have no power to rule on the termination of any probationary employee.

   (c) Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

   (d) The arbitrator shall have no power to set or change any rate of pay.

   (e) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received during the period of back pay.

   (f) The arbitrator shall have no power to interpret state or federal law.

   (g) He/she shall have no power to change any practice, policy, or rule of the board nor substitute their judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the board.

D. **Miscellaneous Provisions**

1. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

2. Notwithstanding the expiration of this Agreement, any claim, or grievance arising there under, may be processed through the grievance procedure until resolution.

## ARTICLE 6: Union Rights and Security

A. **Bulletin Boards and School Mails.** The Union shall be provided with bulletin boards, or sections thereof, for the purpose of posting Union material. The Union shall also have the right to use the school mails and the privilege to use email, subject to Board policies and regulations, to distribute Union material to bargaining unit members. Materials posted in or distributed through school facilities shall be non-inflammatory in nature and shall be official communications of the Union or signed by the Union officer originating the communication.

B. **Use of Facilities and Equipment:**

1. The Union shall have the right, upon notification, to use school facilities for meetings when such facilities are not otherwise in use. The Union will assume the responsibility for restoring meeting room(s) to the condition of the room(s) prior to the meeting.

2. The Union shall have the right to use School District equipment when such equipment is not otherwise in use. The Union shall seek approval from the Superintendent or designee for high volume usage. The Union agrees to assume the cost of all materials and supplies incidental to such use, as well as the cost of any damage to such equipment incurred due to such use. The Union further agrees that it shall be responsible for the proper operation of such equipment.

C. **State and National Union Representatives.** Duly authorized representatives of the State and National levels of the Union shall be permitted to transact official Union business on school property provided that this shall not interfere with nor interrupt normal school operations, and provided further that said representatives notify the Supervisor of Building and Grounds and the building administrator if appropriate, at the time they enter school premises.

D. The Board agrees to furnish to the Union in response to reasonable written requests, all public information concerning the financial resources of the district, including but not limited to annual financial reports and audits; register of bargaining unit personnel; tentative budgetary requirements and allocations; agendas and minutes of all school Board meetings,

treasurer's reports; census and membership data; names and addresses of all employees; salaries paid thereto; and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Union to process any grievance or complaint.

E. Union representatives, during their working hours, may in accordance with terms of this Article, investigate and present grievances to the Board or Board representative upon having advised their immediate supervisor of same. The immediate supervisor will grant permission and provide sufficient time to the representatives to leave their work for these purposes. The privilege of representatives to leave their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused.

F. 1. Subject to notification by its Union President in writing to the appropriate supervisor at least two (2) workdays in advance, the Union will be entitled to have bargaining unit members released from duties for purposes of attendance at meetings, conferences, or other such matters. Utilization of such time will be subject to the following conditions:

(a) Bargaining unit member release days will not exceed eleven (11) days per school year, with the Board paying for the substitute salary for the first seven (7) days and the Bargaining Unit paying for the substitute salary for the last four (4) days. The Association Directors will make the request for such days.

(b) No more than three (3) employees may be absent on any day under his provision.

(c) Time utilized will be in one-half (1/2) day increments.

(d) Excessive absenteeism on the date the absence is requested will entitle the appropriate supervisor to cancel or disapprove the requested day.

2. The rate of pay for substitute employees will be the regular substitute rate of pay as determined by the Board of Education or its designee.

## ARTICLE 7: Payroll and Deductions

A. Upon written authorization from the employee, the Board shall deduct from the wages of the employee and make appropriate remittance for voluntary contributions to annuities, United Fund, or any other plans or programs jointly approved by the Union and the Board.

B. All employees will use direct deposit of payroll checks with banks that have electronic transfer capability or an electronic payroll card with a bank selected by the district. In certain circumstances, with superintendent approval, this Article can be waived for a time period determined by the superintendent at the time the waiver is granted.

## ARTICLE 8: Employee Rights and Protection

A. 1. Pursuant to the Michigan Employment Relations Act, the Board hereby agrees that every employee shall have the right freely to organize, join, and support the Union for the purpose of engaging in collective bargaining or negotiations. 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 employee in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any employee with respect to hours, wages, or any terms of conditions of employment by reason of his/her membership in the Union; his/her participation in any activities of the Union, or collective negotiations with the Board, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms of conditions of employment. The Union likewise agrees that neither it nor its members shall discriminate against any employee for lack of membership or participation in any such activities.

2. Nothing contained within this Agreement shall be construed to deny or restrict any employee rights he/she may have under the Michigan General School Laws or the applicable laws and regulations.

3. The employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, nor shall the private and personal life of any employee be within the appropriate concern or attention of the Board, provided that said activities or private and personal life do not interfere with the performance of the duties for which the employee was hired.

4. The Board agrees that it will not discriminate against employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, or marital status.

B. **Discipline**

1. No non-probationary employee shall be disciplined (including warnings, reprimands, suspensions, reductions in rank, discharges, or other actions of a disciplinary nature) without just cause. Probationary employees are subject to discipline for cause. Any discipline shall be subject to the grievance procedure set forth in Article V. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Union in writing. For paraprofessionals and administrative assistants, discipline may be issued by any building or district level administrator. For custodial maintenance employees, discipline may be issued by the Buildings and Grounds Director or any building or district level administrator.

2. An employee shall be entitled to have present a representative of the Union during any meeting, which may lead to disciplinary action. The employee shall be advised immediately of said possibility and be advised by the superintendent or designee of the right to representation under this provision of the Agreement. When a request for such representation is made, no action shall be taken with respect to the employee, except in emergency situations, until such representative of the Union is present. If the employee requests a Union Representative be present, the meeting shall not be scheduled until the representative can be present, but no later than twenty-four (24) hours, excluding weekends, from the time of the initial request. If such representation is not present, the meeting shall proceed.

3. Whenever an employee's pattern of attendance or level of absenteeism is concerning, the employee absent without an excuse shall be subject to any of the following disciplinary steps depending on individual circumstances.

   (a) Conference with Employee (oral reprimand), supervisor and Union Representative.

   (b) Letter of reprimand to the Employee with a copy to the Union.

   (c) Disciplinary Action —

      1. Up to three (3) days suspension without pay.
      2. Up to five (5) days suspension without pay.
      3. Repeated unexcused absence may result in termination.

C. 1. An employee will have the right to review the contents of his/her personnel file, excluding initial references, and to have a representative of the Union accompany him/her in such review upon request.

2. No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment, will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question.

D. Assaults – Any case of assaults upon an employee shall be promptly reported to the Board. The Board will provide access to its legal counsel to advise the individual on his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

## ARTICLE 9: Board Rights

The District retains all rights, powers and authority vested in it by the laws and Constitution of Michigan and the United States. All policies of the Board of Education or powers, which have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Not by way of limitation, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration, not by way of limitation, the right to:

1. Manage and control the schools' business, the equipment, the operations and to direct the working force and affairs of the School District;

2. To continue its rights and past practice of assignment and the direction of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all of the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days;

3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duty to employees, determine the size of the work force and to lay off employees;

4. Determine the services, supplies and equipment necessary to continue its operations and to determine methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or change therein;

5. Adopt reasonable rules and regulations;

6. Determine the qualifications of employees;

7. Determine the location or relocation of its facilities, including the establishment or locations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation of or closing of offices, departments, divisions or subdivision, buildings or other facilities;

8. Determine the placement of operations, productions, services, maintenance or distribution of work, and the source of materials and supplies;

9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations;

10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the District shall not abridge any rights of employees as specifically provided in the Agreement; and

11. Determine the policy affecting the selection, testing or training of employees.

The Board recognizes that this Agreement sets forth limitations on the above named powers, rights, authorities, duties, and responsibilities, and hereby agrees to be bound by such limitations.

## ARTICLE 10: Work Year, Work Week, Work Day

A. Paraprofessionals

1. Work Year
   The work year for paraprofessionals shall coincide with the student instruction year and additional days as may be assigned and approved by the superintendent or designee.

2. Work Week
   The work week shall be Monday through Friday. For overtime purposes, the work week shall be Sunday through Saturday.

3. Work Day
   a. The work day for paraprofessionals will be as determined by the principal in each building.

   b. Paraprofessionals who are scheduled to work at least four (4) hours per day will receive an unpaid lunch period equal in length to the lunch period of the students. The unpaid lunch period shall be scheduled by the bargaining unit member and their immediate supervisor in order to minimize interference with instructional services being provided. Paraprofessionals with instructional duties, as approved by the superintendent or designee, will receive thirty (30) minutes of daily paid preparation time. Paraprofessionals will be provided break time, not to exceed two (2) ten (10) minute breaks, and, where possible, duty free lunches.

   c. If the student that a paraprofessional is assigned to is absent on a day, the administration can: Assign the paraprofessional to another student or students; assign the paraprofessional to work with another teacher; assign the paraprofessional to other duties or responsibilities.

B. Administrative Assistants and Clerical
1. Work Year
The work year for ten (10) month administrative assistants will start three (3) weeks prior to the first day of school and will end one (1) week after the last day of school. The work year for twelve (12) month administrative assistants will be twelve (12) months.

Administrative Assistants may not take personal leave time, vacation time, or sick time (without a doctor's note for the sick time) during the two weeks prior to the first day of school, unless approved by the Superintendent for exceptional circumstances.

2. Work Week
The work week shall be Monday through Friday (except for twelve (12) month administrative assistants outside of the ten (10) month administrative assistant's work year when twelve (12) month administrative assistants will work four (4) eight (8) hour work days per week). For overtime purposes, the work week shall be Sunday through Saturday.

3. Work Day
The work day for administrative assistant and clerical employees will be as determined by their immediate supervisor. The work day for full-time ten (10) month administrative assistants will be eight (8) hours. The work day for full-time twelve (12) month administrative assistants will be eight (8) hours during the ten (10) month administrative assistant's work year. Outside of the ten (10) month administrative assistant's work year twelve (12) month administrative assistants will work four (4) eight (8) hour work days per week.

Administrative assistants and clerical employees who work more than four (4) hours per day shall be entitled to a thirty (30) minute unpaid lunch break, and one (1) fifteen (15) minute paid coffee break. Both are to be scheduled with their immediate supervisor. As a paid benefit, the fifteen (15) minute break cannot be taken at the end or the beginning of the work day.

C. Custodians and Maintenance
1. Work Year
   (a) The work year for all custodial and maintenance employees shall be twelve (12) months.

   (b) Custodial and maintenance employees may not take personal leave time, vacation time, or sick time (without a doctor's note for the sick time) during the two weeks prior to the first day of school, unless approved by the Superintendent for exceptional circumstances.

2. Work Week
   (a) The work week for all custodial and maintenance employees on the day and afternoon shifts shall be Monday through Friday.

   (b) The work week for full-time twelve (12) month custodial and maintenance employees shall be forty (40) hours.

(c) For overtime purposes, the work week shall be Sunday through Saturday.

3. Work Day

(a) Except as specified in subsection "b" below, all eight (8) hour employees shall have a thirty (30) minute duty free lunch/dinner period without pay. Employees may leave or remain in the building during this period at their discretion.

(b) The work day for the afternoon shift will be determined at the beginning of each semester. The shift will be for eight and one-half (8 1/2) hours with a thirty (30) minute unpaid dinner break.

(c) When utilizing substitutes, the district will make every effort to:
(1) Allow afternoon shift employees to cover for the day shift building head.

(d) (1) All custodial and maintenance employees will be entitled to two (2) fifteen (15) minute break periods, except that part-time employees working six (6) hours or less per day shall receive one (1) twenty (20) minute break period.

(2) Custodial and maintenance employees working overtime will be entitled to an additional break of five (5) minutes per hour overtime worked if the overtime was at the beginning or end of their regular shift. Break time for Saturday, Sunday, or holidays will be in accordance with 3. (d) (1) above.

D. School Cancellations – In the event all schools are canceled prior to the start of an employee's work day due to inclement weather or conditions not within the control of the District, the following procedures will apply:

1. Paraprofessionals

Paraprofessionals will not report for work and will be paid for those days, up to a maximum of six (6), for which the district receives state aid. They will not be paid for canceled days for which the District does not receive state aid.

2. Administrative Assistants and Clerical

Administrative assistants and clerical employees will not report for work and will be paid for those days, up to a maximum of six (6), for which the District receives state aid. They will not be paid for canceled days for which the District does not receive state aid. If an administrative assistant or clerical employee is required by the employee's immediate supervisor to report to work on a canceled day because of a time critical task, the employee will work the number of hours required, up to a maximum of four (4), and will receive compensatory time equal to six (6) hours. If compensatory time cannot be scheduled and used prior to June 30th annually, the employee will receive payment for the compensatory time earned under this article.

3. Custodial and Maintenance Employees

a. All full-time custodial and maintenance employees will report to work at their regular starting time, or as soon thereafter as possible. For those employees who report to work on days when school is cancelled the following procedures will apply.

(1) On the first day of cancellation custodial employees will have the option to work five (5) hours and twenty (20) minutes and be paid for eight (8) hours or to work eight (8) hours and bank two (2) hours and forty (40) minutes to use at a later date on a non-school day as defined below. Maintenance employees and head custodians may be required to work their full eight (8) hours and would be given credit for two (2) hours and forty (40) minutes of banked time.

(2) On the second or more consecutive days of cancellation, in addition to the options above, the District has the option to have all employees work five (5) hours and twenty (20) minutes and receive eight (8) hours pay.

(3) Part-time employees will not report to work unless called.

(4) Exception: If it is impossible for a custodian/maintenance employee to come to work because of the weather, he/she will have the following options:

- use a personal day
- use a vacation day
- use a furlough day
- be docked eight (8) hours pay
- make-up up eight (8) hours of time

b. Banked Time – The time that is banked from (a) above is to be used on a non-school day subject to at least forty-eight (48) hours notification. No more than three (3) employees can use banked time on the same day.

If more than three (3) employees request the same day approval will be given based upon seniority. All requests are subject to the approval of the Supervisor of Buildings and Grounds. All banked time must be used prior to the start of the next school year.

4. In the event not all of the schools are cancelled the above procedures apply to only those employees in the affected buildings.

5. If the District is required to make up days for which the employees have received full pay in order to meet the minimum number of instructional days or hours required by the state or other laws, rules or regulations, the employees will work those days and not receive additional compensation.

E. Early Dismissal – In the event all of the schools are dismissed after the start of the school day the following procedures will apply:

1. Paraprofessionals, Administrative Assistant, and Clerical Employees

For paraprofessionals, administrative assistant and clerical employees the employees shall work until fifteen (15) minutes after the students have been dismissed. They will be paid for the remainder of their scheduled workday. If a paraprofessional has to remain with their student, they will submit their time for reimbursement. The paraprofessional will notify the building principal if that situation occurs. If an administrative assistant remains to answer phones or to assist students they will work with their building principal and will be given compensatory time equivalent to the time they remain beyond the fifteen (15) minutes. In no event, is the amount of time to exceed one (1) hour.

2. Custodial and Maintenance Employees

All employees will work their full eight (8) hour shift and will receive banked time according to the following:

(a) If dismissal is or forty-five (45) minutes or less before the end of the school day each employee will receive one (1) hour of banked time
(b) If dismissal is forty-six (46) minutes to seventy-five (75) minutes before the end of the school day, each employee will receive one and one half (1.5) hours of banked time.
(c) If dismissal is more than seventy-five (75) minutes before the end of the school day, each employee shall receive two (2) hours of banked time.
(d) Banked time can be used according to D. 3. b above.

In the event not all of the schools are dismissed early the above procedures apply to only those employees in the affected buildings.

F. Overtime – Custodial / Maintenance

1. Overtime Distribution – Custodial

(a) Emergency/Short Notice - On same day notice of absence or emergency situations, if a substitute is not available, the District shall award the overtime to the first available employee.
(b) Scheduled Events – When overtime is needed for planned events in the District, the following priority shall be followed:
(1) In order from least amount of previously worked or charged overtime to the most, employees in the building will be asked to work the overtime.
(2) If no employee in the building accepts the overtime, in order of least amount of previously worked or charged overtime to most, all other custodians in the District will be asked to work the overtime.
(3) If no other custodian in the District accepts the overtime, the maintenance employees, in order of least amount of previously worked or charged overtime to the most, shall be offered the overtime.

2. Overtime Distribution – Maintenance – Overtime in the maintenance department shall be awarded within the position, from least amount of overtime worked or charged to the greatest amount.

3. The employer will make every effort to balance overtime within buildings, and will twice yearly during January and June post an accounting of hours charged. The Union may be updated upon the status of hours charged at times other than the above upon reasonable request.

4. Overtime that is refused by an employee, other than 1(a) above, will be charged to that employee for the purposes of balancing overtime.

5. At the beginning of each school year, but no later than September 1st, each employee will fill out a card provided by the employer indicating his/her preference for overtime for the period of September 1st through August 31st. This card may be updated at other times than the above by the employee if a change in preference occurs. Employees who change their preference will be charged with the same number of overtime hours as the employee with the highest hours. The card will provide for the following two (2) choices:

   (a) No overtime
   (b) Any overtime

   Employees selecting "(a) No Overtime" may be asked to work overtime when all other options have been exhausted.

6. Employees who have expressed a preference for overtime and were absent for three months or more will upon return be charged with the average overtime hours of employees in his/her building and classification. Overtime that is unused by an employee while on paid leave will not be charged against said employee.

G. Overtime - Authorization

Overtime will be as authorized by the superintendent or designee.

## ARTICLE 11: Working Conditions

A. Employees shall not be required to work under unsafe or hazardous conditions as defined by MIOSHA. The Board shall not require an employee, other than an employee whose presence is necessary to avoid, correct, or remove the imminent danger, to operate equipment or engage in a process which has been tagged by the Department and which is the subject of an order issued by the Department identifying that an imminent danger exists. The employees shall make every effort to use protective equipment provided by the employer and shall attempt to perform their duties in a safe manner.

B. The Board will reimburse the employee for loss, damage, or destruction of personal property, which was required by the employer to be used on school premises, when the loss, damage, or destruction is not the result of the employee's negligence or normal wear and tear.

C. The Board shall continue to provide adequate rest areas, lounges, and restrooms for employee use.

D. No custodial or maintenance employee shall be required to dispense or administer medication or provide health services. Administrative assistant/clerical and paraprofessional employees may be required to dispense or administer medication or to provide health services. Administrative assistant/clerical and paraprofessional employees who are required to perform these services shall be provided with all necessary information, training and assistance. Employees will be held harmless by the district, in any legal action that may be brought against them as a result of dispensing medication, administering medication, and providing health services, providing they are not willfully negligent, as a result of dispensing medication, administering medication, or providing health services. The district will make every effort to protect the privacy of MASSS employees when it becomes necessary to share medical information with parents within the district. Additionally, the district and the employee will mutually develop the plan to share the information with the parent.

E. Professional Development

1. In order to maintain and enhance the knowledge and skills of each employee in his/her current position, or to expand the employee's knowledge and skills in areas that have value for the District, the District will provide the following professional development opportunities;

(a) Required Activities: Each paraprofessional may be required to attend up to six (6) hours of professional development activities each school year, beyond the activities provided the week prior to the start of school, under the following conditions:

(1) The paraprofessional shall be paid his/her regular hourly wage for attendance at required professional development activities.
(2) Generally, the training shall be held within the hours of 8:00 am and 5:00 PM during the school year.
(3) There shall be a ten (10) workday notice of the required activity, except in extenuating circumstances.
(4) At the end of each school year, each paraprofessional may be required to submit an accounting of each required activity he/she attended.
(5) The process for documenting attendance at required professional development activities shall be determined by the district and made known to each paraprofessional.

(b) Employee Requested Professional Development Activities

Any employee may request to attend a professional development activity, which would assist in enhancing, or expanding his/her job related knowledge and skills.

(1) The superintendent or designee, may, at his/her discretion, pay for tuition, registration fee, mileage, and any other expense related to the activity.
(2) Any activity for which the employee requests reimbursement must have prior approval.
(3) Any activity which is held during the employee's normal workday must have prior approval.
(4) The process for requesting attendance at non-required professional development activities shall be determined by the district and made known to each employee.

(c) The Board agrees to provide an additional one-half (1/2) paid professional development day for those paraprofessionals with instructional responsibilities; excluding detention, library, hall monitors, recess monitors, guidance office, reading lab, lunch supervisors, in-school suspension, and any other similar positions as determined by the administration, in order to get acquainted with the students they will be working with during the school year and to meet with the teachers of those students if necessary. The administration will determine the half-day based upon the availability of the records and teaching staff.

F. In the absence of a building supervisor or designee, employees shall not be held administratively responsible for the building.

G. The Board shall provide reasonable support and assistance to employees with respect to the maintenance of control and discipline of students in the employee's assigned work area.

H The Board shall make available, where necessary, appropriate safety equipment such as rubber gloves, aprons, and safety goggles, without cost to the employee. The Board further agrees to continue to make available first aid supplies in designated areas. The Board will make available, at no cost to the employee, Hepatitis B vaccinations.

I. At the request of the employee, athletic passes will be provided to the employee for use by the employee, their spouse/significant other, and their school-aged children. All children must be accompanied by an adult. Misuse of an athletic pass may result in the revocation of the pass.

J. Custodial/Maintenance employees who are unable to report to work shall notify their immediate supervisor (or the designated person or system) at least thirty (30) minutes prior to the start of their shift except afternoon shift employees who must call by 12:00 p.m. Employees are expected to advise their immediate supervisor of the anticipated length of their absence from work. Using the district's web-based attendance system, employees are to report their absence by 6:30 AM. Administrative assistants shall also contact their immediate supervisor by 6:30 AM to report their absence. It is understood that emergency circumstances may arise when it is not possible to comply with these notification provisions.

K. Employees are expected to report to work at the start of their shift and, with the exception of duty-free breaks, are expected to remain until their established quitting time. Employees who leave the premises during duty time are expected to inform their immediate supervisor of the reason, their expected time of return to work, and secure permission of their supervisor. The immediate supervisor for administrative assistants and paraprofessionals is the building principal or designee.

L. The district dress code for custodial maintenance employees requires safe and appropriate attire. Therefore, each year, the district will provide each custodial maintenance employee with up to 5 shirts (MAS t-shirts, MAS polos, or MAS work shirts - these items must be mutually agreed upon by the Superintendent and MASSS) not to exceed the total cost of

$150 per employee. These shirts must be worn while working. Items that are not allowed include, but are not limited to, open toe shoes, crocks, sandals, flip flops, overly short shorts. Every third year, if requested by the employee, the $150 for an employee can be used by the district to apply towards the cost of a pair of work boots or one pair of coveralls. New employees must receive shirts for the first two years of employment. Current employees can apply the funds towards boots if they have received shirts for two years. If an employee chooses to apply the funds towards the purchase of work boots, and then does not have enough shirts to wear to work each day, it is the responsibility of the employee to purchase additional shirts.

## ARTICLE 12: Vacancies, Transfers, and Promotions

A. Vacancies

1. All job openings in the bargaining unit that are to be filled shall be posted at the office of the Superintendent, Supervisor of Building and Grounds, and in each building with a copy to the Union President for a period of ten (10) working days. Interested employees may apply in writing to the Superintendent or designee within ten (10) days of the first day of the posting period. Any employee interested in notification of any Union vacancies throughout the summer should turn in an email address to Central Office by the last day of each school year. Said postings shall include:

   (a) Position/Classification
   (b) Location of work
   (c) Starting date
   (d) Qualifications
   (e) Responsibilities
   (f) Hours to be worked
   (g) Application Deadline
   (h) Date of Posting

2. Upon completion of an interview process and within fifteen (15) working days after the expiration of the posting period, the superintendent or designee shall make known the decision as to which applicant has been selected to fill the posted position. Exceptions to the fifteen (15) day period may be made by mutual agreement of the parties. The successful applicant shall be notified in writing with the copy provided to the Union. All applicants will be notified after the successful applicant has accepted the position.

3. In filling vacancies, the Board will take into consideration ability, qualifications, and work record. Where these criteria are equal, the most senior employee applicant within the classification will fill the vacancy. If an internal applicant from another classification meets these criteria and there are no applicants from within the classification, preference will be given to the internal applicant over outside applicants. Paraprofessionals do not have the right to fill a vacancy for a position similar to a position that they were transferred from involuntarily.

B. Transfers

1. An exchange of assignments may take place with the agreement of the parties affected subject to the approval of the superintendent or designee. Such request must be in writing.

2. Between the first Monday of May and the Friday of that week, current twelve (12) month custodial and maintenance employees have the opportunity to express an interest through bidding for any position within their classification for which they meet the qualifications. Such bidding interest will be considered in order of seniority. Subject to the approval of the Supervisor of Buildings and Grounds, bargaining unit members will be assigned the positions for which they expressed an interest, and, except as provided elsewhere in this Agreement, such assignments shall be in effect for twelve (12) months after assuming their new assignment. Employees will assume their new positions the Monday that follows the last day of student instruction. Transfers because an employee assumes another position under this provision shall be exempt from the trial period set forth in 3 and 4 below. The parties recognize that involuntary transfers caused by employees assuming new positions under this provision are not prohibited by 5 below. This Section B. 2. is not subject to the Grievance Procedure as set forth in this Agreement. If a transfer under this section is denied, the employee shall have the right to appeal to the superintendent.

3. Voluntary transfers shall not become permanent until the employee has been on the job for thirty (30) working days.

4. If at any time before the voluntary transfer becomes permanent, the superintendent or designee determines that the employee is unable to demonstrate ability to perform the work required, the employee may be returned to his/her previous assignment. At any time before the voluntary transfer becomes permanent, the employee shall have the option of returning to his/her previous assignment.

5. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible.

6. An employee filling a temporary vacancy and assuming a higher classification for more than five (5) days shall receive the rate of pay for those duties retroactively after the fifth day in that position. However, an employee's rate of pay shall not be reduced by a temporary change in duties.

C. Promotions

1. A promotion is defined as a change in position within a classification with an increase in the hourly rate of pay.

2. It will continue to be the policy of the employer to make classification promotions from within the classification. If qualified employees cannot be found within the classification, or if same will not accept the position, the employer may go outside the classification.

3. Promotions shall not become permanent until the employee has been on the job for thirty (30) working days.

4. If at any time before the promotion becomes permanent, the superintendent or designee determines that the employee is unable to demonstrate ability to perform the work required, the employee may be returned to his/her previous assignment. At any time before the promotion becomes permanent, the employee shall have the option of returning to his/her previous assignment.

5. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible.

6. An employee filling a temporary vacancy and assuming a higher classification for more than five (5) days shall receive the rate of pay for those duties retroactively after the fifth day in that position. However, an employee's rate of pay shall not be reduced by a temporary change in duties.

D. Long Term Substitutes: Long Term substitutes may be used to fill a vacancy in the following situations:

1. A long-term sub may be used to substitute for another employee who is on a leave of absence for six (6) months or less.

2. A long-term sub may be used to work in a position that the district is not sure will continue to be permanent position. After 35 school days, a meeting will be held to discuss the continued use of the long-term substitute and when the position, if continued, will be permanently filled.

3. A long-term sub may be used for filling the position of an employee on Workers Compensation Leave to fulfill the employee's rights to his/her position under the Workers Compensation Law.

E. Resignation

Any employee desiring to resign shall submit the resignation in writing to the superintendent or designee a minimum of two (2) weeks prior to the effective date of resignation.

## ARTICLE 13: Seniority

A. Each new employee in the bargaining unit shall be considered a probationary employee for the first sixty (60) working days as a regular employee. On completion of the probationary period, the employee shall be placed on the seniority list of the employee's classification, and his/her seniority shall start from the employee's first working day.

B. Seniority shall be defined as the length of service within the employee's classification. Accumulation of seniority shall begin on the employee's first working day. In the event that more than one individual has the same starting date of work, position on the bargaining unit classification seniority list shall be determined by a lottery. See Article 21, A. 4.

C. The Board shall prepare and maintain the seniority list. Annual updates shall be furnished to the Union membership by October 15.

D. Seniority shall be lost by an employee upon termination, resignation, or retirement. Bargaining unit members transferred or promoted to non-bargaining unit positions shall maintain previously earned seniority, but shall not accrue additional seniority while outside the bargaining unit.

E. Employees who acquire seniority in one classification and subsequently move to another classification shall retain the seniority they acquired in the earlier classification for that classification.

## ARTICLE 14: Reduction in Personnel, Layoff, and Recall

A. Layoff shall be defined as a reduction in the work force.

B. Except in unusual circumstances, no employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified of said layoff in writing at least fifteen (15) business days prior to the effective date of the layoff.

C. In the event of a reduction in the work force, the reduction procedure shall be applied within each classification as follows:

1. Probationary employees shall be laid off first.

2. In the event seniored employees must be laid off, layoff shall be on the basis of seniority.

3. In the event an employee is laid off from within a classification, and no position is available to the employee within another classification in which the laid off employee has acquired seniority because of relative seniority in that classification, the laid off employee shall have the opportunity to make application for posted vacancies in classifications in which the employee has no seniority. Should the employee secure such a posted vacancy, he/she retains recall rights to his/her laid off job classification and any other classification in which the employee holds seniority.

D. In the event of a reduction in the work force or a permanent reduction in the work hours of a position, the procedures regarding displacement rights described below shall apply. In no case shall a reduction in any employee's work hours take effect until the employer has given seventy-two (72) hours written notification to the affected employee.

1. Paraprofessionals

(a) Whenever a paraprofessional is being displaced the parties will meet as soon as possible to discuss the situation and will generally follow the guidelines below. At the meeting the number of hours of the position, qualifications, needs of the student, needs of the district, building assignment, and desires of the employee will be discussed.

(b) For the purposes of this section the following definitions will apply:

(1) Claim seniority – This means using ones seniority to take the position of another employee with less seniority.

(2) Hours – This means the number of hours worked per week.

(3) Equivalent – This means that the number of hours worked per week will be within five (5) hours between positions.

(c) Procedure

(1) The affected paraprofessional can claim seniority over one of the three (3) least senior positions in the district with equivalent or fewer hours if they are qualified for the position.

(d) A change in the starting and ending times during the school day of an employee alone does not implement part (c) of this section. Every effort will be made to accommodate the employee's needs.

2. Administrative Assistant and Clerical

In the event of a permanent reduction in work hours of a position or elimination of a position, the least senior administrative assistant/clerical employee shall have their work hours reduced or will be laid off. Each displaced employee can claim seniority over a less senior employee in the district.

3. Custodial/Maintenance

In the event of a permanent reduction in work hours of a position or elimination of a position, the least senior custodial/maintenance employee shall have their work hours reduced or will be laid off. The District will then determine all of the remaining positions. After that determination, except for currently filled maintenance positions, all employees at a bid meeting will be able to choose a position based upon seniority.

E. A laid-off employee shall, upon application, and at his/her option, be granted priority status on the substitute list according to his or her seniority and will be paid at the substitute rate. Laid-off employees may continue their insurance benefits by paying the regular monthly per-subscriber group rate premium for such benefits to the Board, subject to the rules and regulations of the carrier.

F. Employees shall be recalled in inverse order of their lay-off within the classification from which they were laid off or, based upon seniority in another classification, to that classification.

G. Notice to recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Board notified as to his or her current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Board may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the five (5) day period.

Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his or her seniority rights.

H. Employees on layoff shall retain their seniority for purpose of recall for a period of two (2) years. Any employee on layoff for more than two (2) years shall forfeit his or her seniority and any further rights under this Agreement.

I. Probationary employees have no recall rights.

## ARTICLE 15: Evaluations

A. **General Conditions**

1. The parties recognize that evaluation is an ongoing process, and that each employee is subject to evaluation in the day-to-day performance of his or her duties.

2. Forms for written evaluation shall be developed by the Board with input from the Union. Evaluations shall be in writing, and shall be performed at least annually.

3. For purposes of written evaluation, employees shall be responsible to their immediate supervisor. This shall not be interpreted to diminish the responsibility of the employee to work with administrative and other personnel while on duty.

B. 1. Within thirty (30) calendar days following the completion of a written evaluation, and prior to the first Monday of May, the evaluator will meet with the employee to discuss the evaluation and any recommendations. The employee shall be entitled to have a Union Representative present upon request.

2. If the evaluator believes the employee is doing unsatisfactory work, the reasons shall be set forth in specific terms. Included will be examples of specific things the employee should do to improve his or her job performance.

3. The employee shall sign the evaluation at the time of review as acknowledgment of having received the evaluation, but not necessarily as agreement to its contents.

4. If an employee does not agree to the contents of the written evaluation, the employee shall be entitled to attach a written statement to the evaluation. The attached statement will be retained with the evaluation in the employee's personnel file.

C. Evaluations may be subject to the grievance procedure as set forth in this Agreement, but may not be submitted to arbitration.

## ARTICLE 16: Work Duties and Compensation

A. Classifications shall be set forth in Appendix A.

B. The basic compensation of each employee shall be as set forth in Appendix B. There shall be no deviation from said compensation rates during the life of this Agreement. All employees shall be placed on Step 1 at the time of hire.

C. The following conditions shall apply to all overtime work:

1. Time and one-half will be paid for all hours worked over forty (40) hours in one week.

2. Double time will be paid for hours worked on Holidays and Sundays.

3. Paid leave shall count toward hours worked.

4. Compensatory time off (provided in accordance with Article 16.C.1 or 16.C.2) may be given instead of overtime if mutually agreeable to the employee and approved by the superintendent or designee.

D. Reasonable assistance will be provided to custodians to set up for varsity boy's basketball games.

E. Terminal leave pay, through a payroll lump sum payout, will be granted (to an employee who leaves the system with ten (10) or more years of employment) for each unused day of sick leave up to the maximum allowable sick leave accumulation limit, and at the percentage of the employee's daily rate of pay specified below. In order to qualify for terminal leave pay, an employee shall notify the Board in writing on or before March 30th that he/she intends to retire/resign at the end of the school year. If an emergency need arises after March 30th, an exception can be approved by the Superintendent/designee. The employee will notify the Board by completing the "Terminal Leave" form.

1. Custodial Maintenance: 75% of the employee's hourly rate of pay to a maximum of $6000.

2. Administrative Assistant-Clerical: 75% of the employee's hourly rate of pay to a maximum of $8000.

3. Paraprofessionals: 75% of employee's hourly rate of pay to a maximum of $5250.

## ARTICLE 17: Retirement

All employees shall be allowed to continue their employment with the Board consistent with State and Federal law.

## ARTICLE 18: Vacations

A. Paraprofessionals

No paid vacation days will be provided.

B. Administrative Assistants and Clerical Employees

1. Twelve (12) month employees shall receive paid vacation days according to the following chart:

| If an employee is hired in the month of: | After the 60 day probationary period, the employee will earn the following number of vacation days to use prior to the next Sept 1 | On Sept 1 of each ensuing year, the employee will earn the following number of vacation days to be used before the next August 31 | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 1st Sept 1 of Employment | 2nd Sept 1 of Employment | 3rd Sept 1 of Employment | 4th Sept 1 of Employmnet | 5th Sept 1 of Employmnet | 6th Sept 1 of Employment | 7th Sept 1 of Employmnet | 8th Sept 1 of Employmnet | 9th Sept 1 of Employmnet | 10th Sept 1 of Employmnet and every ensuing Sept 1 |
| September | 5 | 10 | 10 | 10 | 10 | 11 | 12 | 13 | 14 | 15.5 | 15.5 |
| October | 5 | 10 | 10 | 10 | 10 | 11 | 12 | 13 | 14 | 15.5 | 15.5 |
| November | 4.5 | 10 | 10 | 10 | 10 | 11 | 12 | 13 | 14 | 15.5 | 15.5 |
| December | 4 | 10 | 10 | 10 | 10 | 11 | 12 | 13 | 14 | 15.5 | 15.5 |
| January | 3.5 | 10 | 10 | 10 | 10 | 11 | 12 | 13 | 14 | 15.5 | 15.5 |
| February | 3 | 10 | 10 | 10 | 10 | 11 | 12 | 13 | 14 | 15.5 | 15.5 |
| March | 3 | 5 | 10 | 10 | 10 | 10 | 11 | 12 | 13 | 14 | 15.5 |
| April | 2.5 | 5 | 10 | 10 | 10 | 10 | 11 | 12 | 13 | 14 | 15.5 |
| May | 2 | 5 | 10 | 10 | 10 | 10 | 11 | 12 | 13 | 14 | 15.5 |
| June | 1.5 | 5 | 10 | 10 | 10 | 10 | 11 | 12 | 13 | 14 | 15.5 |
| July | 1 | 5 | 10 | 10 | 10 | 10 | 11 | 12 | 13 | 14 | 15.5 |
| August | 0.5 | 5 | 10 | 10 | 10 | 10 | 11 | 12 | 13 | 14 | 15.5 |

2. Ten (10) month employees shall receive paid vacation days according to the following chart:

| If an employee is hired in the month of | After the 60-day probationary period, the employee will earn the hourly equivalent of the following number of vacation days to use prior to the next Sept 1 | On Sept 1 of each ensuing year, the employee will earn the hourly equivalent of the following number of vacation days to be used before the next August 31 |
|---|---|---|
| September | 5 | 5 |
| October | 5 | 5 |
| November | 4.5 | 5 |
| December | 4 | 5 |
| January | 3.5 | 5 |
| February | 3 | 5 |
| March | 3 | 5 |
| April | 2.5 | 5 |
| May | 2 | 5 |
| June | 1.5 | 5 |
| July | 1 | 5 |
| August | .5 | 5 |

- If a current employee is earning the hourly equivalent of less than five (5) days of vacation a year (prior to the 2024-2025 school year), then that employee will begin earning the hourly equivalent of five (5) days of vacation per year in the 2024-2025 school year.

- If a current employee is earning the hourly equivalent of five (5) or more days of vacation a year (prior to the 2024-2025 school year), then that employee will continue to earn the hourly equivalent of that amount of vacation days per year until they are no longer employed as a ten month Administrative Assistant.

3. Ten (10)-month employees moving into a twelve (12) month position shall be placed on the above schedule according to seniority as defined in Article 13, C. Vacations for the first year after such movement into twelve-month employment shall be at hours previously worked, not at the hours worked in the new position. Example: a six-hour school-term employee moving into twelve month eight hour employment would, for his/her first year of vacation eligibility, receive vacation at a six hour per day rate.

4. Said vacation time may be used at times other than the summer months, when school is not in session and the employee is scheduled to work. Using the district's web-based attendance system, requests may be made to the immediate supervisor for use of vacation time when school is in session. The decision of the Superintendent to grant or not grant the request will be final. This decision will not be subject to the grievance procedure. When more than one employee requests the same vacation date(s) and work scheduling demands reasonably prohibit all requesting employees from being absent at the requested times, the affected employee having the greatest seniority shall be granted his/her preferred vacation date(s), provided that the request for vacation has been made at least one (1) month in advance of the vacation date.

5. Holidays occurring during a vacation period shall not be charged against the vacation allowance.

6. Twelve-month employees working less than eight (8) hours per day shall accumulate vacation time and shall be paid for their vacation days at their daily rate.

7. Vacation pay of an employee is based on the regular rate of pay, excluding overtime pay.

8. All vacation must be used within one (1) calendar year from the time the vacation time is credited. Employees will be credited with vacation time on September 1 of each year.

C. Custodial and Maintenance Employees

1. Twelve (12) month employees shall receive paid vacation days according to the following chart:

| If an employee is hired in the month of: | After the 60 day probationary period, the employee will earn the following number of vacation days to use prior to the next Sept 1 | On Sept 1 of each ensuing year, the employee will earn the following number of vacation days to be used before the next August 31 | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 1st Sept 1 of Employment | 2nd Sept 1 of Employment | 3rd Sept 1 of Employment | 4th Sept 1 of Employmnet | 5th Sept 1 of Employmnet | 6th Sept 1 of Employment | 7th Sept 1 of Employmnet | 8th Sept 1 of Employmnet | 9th Sept 1 of Employmnet | 10th Sept 1 of Employmnet | 11th Sept 1 of Employmnet | 12th Sept 1 of Employmnet | 13th Sept 1 of Employmnet | 14th Sept 1 of Employment | 15th Sept 1 of Employmnet and Every ensuing Sept 1 |
| September | 5 | 5 | 10 | 10 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 20 |
| October | 5 | 5 | 10 | 10 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 20 |
| November | 4.5 | 5 | 10 | 10 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 20 |
| December | 4 | 5 | 10 | 10 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 20 |
| January | 3.5 | 5 | 10 | 10 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 20 |
| February | 3 | 5 | 10 | 10 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 20 |
| March | 3 | 5 | 5 | 10 | 10 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| April | 2.5 | 5 | 5 | 10 | 10 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| May | 2 | 5 | 5 | 10 | 10 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| June | 1.5 | 5 | 5 | 10 | 10 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| July | 1 | 5 | 5 | 10 | 10 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| August | 0.5 | 5 | 5 | 10 | 10 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |

2. Ten (10)-month employees moving into a twelve (12) month position shall be placed on the above schedule according to seniority as defined in Article 13, C. Vacations for the first year after such movement into twelve-month employment shall be at hours previously worked, not at the hours worked in the new position. Example: a six-hour school-term employee moving into twelve month eight hour employment would, for his/her first year of vacation eligibility, receive vacation at a six hour per day rate.

3. Said vacation time may be used at times other than the summer months, when school is not in session and the employee is scheduled to work. Using the district's web-based attendance system, requests may be made to the immediate supervisor for use of vacation time when school is in session. The decision of the Superintendent to grant or not grant the request will be final. This decision will not be subject to the grievance procedure. When more than one employee requests the same vacation date(s) and work scheduling demands reasonably prohibit all requesting employees from being absent at the requested times, the affected employee having the greatest seniority shall be granted his/her preferred vacation date(s), provided that the request for vacation has been made at least one (1) month in advance of the vacation date.

4. Holidays occurring during a vacation period shall not be charged against the vacation allowance.

5. Twelve-month employees working less than eight (8) hours per day shall accumulate vacation time and shall be paid for their vacation hours at their hourly rate.

6. Vacation pay of an employee is based on the regular rate of pay, excluding overtime pay.

7. All vacation must be used within one (1) calendar year from the time the vacation time is credited. Employees will be credited with vacation time on September 1 of each year. If the employer requires the employee to work and the employee cannot use all of their earned vacation time, then the employer has the option to allow the earned vacation time to be carried over into the next fiscal year or pay the employee for those days. The employer may not require an employee to carryover any unused earned vacation time two (2) consecutive years.

8. Employees may request to carryover unused vacation time through their immediate supervisor. Request must be made prior to August 31st of the year. The request is subject to the approval of the superintendent. An employee may not carryover unused vacation time more than two (2) years.

## ARTICLE 19: Holidays

A. All employees shall have the following holidays off with pay. Pay shall be for the regularly scheduled hours of each employee. Should the holiday fall on a Saturday or Sunday, either Monday or Friday shall replace that day.

| Holiday | Administrative Assistant | | Custodial/ Maintenance | | Para-professional |
|---|---|---|---|---|---|
| | 10 mo. | 12 mo. | 10 mo. | 12 mo. | |
| July 4 | | | | X | |
| Labor Day | | | X | X | |
| Thanksgiving Day | | | X | X | |
| Day after Thanksgiving | | | X | X | |
| Christmas Eve (unless school is in session) | | | X | X | |
| Christmas Day | X | X | X | X | X |
| New Year's Eve Day | | | X | X | |
| New Year's Day | | | X | X | |
| Memorial Day | | | X | X | |
| *Good Friday | X* | X* | X* | X* | |

*If school is in session on Good Friday the parties will meet by October 1st of each school year to determine the day to be substituted.

B. Except for approved vacation or personal leaves, in order to receive pay for a holiday, employees are required to work the last scheduled workday before and the first scheduled workday after the holiday.

C. No employee will be scheduled to work the day after Labor Day, except in cases of emergency, or if school is in session for teachers and/or students.

D. A custodial/maintenance employee shall have the option to work or not work their normal hours on a designated mid-winter break day and be paid for hours worked. Employees shall also be permitted to use their paid vacation days on designated winter break days.

E. Except for paid holidays noted elsewhere, paraprofessionals, administrative assistants, and clerical employees, will not work and will not be compensated for the following breaks (that occur during their work year): July 4, Labor Day, the Friday before Labor Day, Thanksgiving, the day after Thanksgiving, the winter break observed by teachers, the mid-winter break observed by teachers, the spring break observed by teachers, and Memorial Day.

F. Probationary employees shall not be eligible for paid holidays during their probationary period.

## ARTICLE 20: Paid Leaves

A. **General Conditions**

Starting in the 2024-2025 Contract Year, the following conversions will be used to convert days to hours (this applies to sick leave, personal business, vacation, etc.):

- Full time Paraprofessionals (6.65 hours per day or more): 1 day = 6.75 hours
- Full time Administrative Assistants: 1 day = 8 hours
- Full time Custodial/Maintenance: 1 day = 8 hours
- All part time employees: prorated accordingly

1. Using the district's web-based attendance system, the Board shall furnish each employee annually with notification setting forth his or her total sick leave credit.

2. An employee who is unable to work because of personal illness or disability shall upon application be granted a leave of absence without pay for up to one year. The leave of absence may be extended at the discretion of the Board for up to one year upon written request by the employee. The employee shall use all or any portion of his or her accumulated sick leave prior to going on unpaid leave of absence at his or her discretion. Return from unpaid leave under this provision will be in accordance with Article 21, A. 3.

3. For work-related injuries, the employee shall receive full pay with no sick leave deduction until the employee has met eligibility requirements for Worker's Compensation. With receipt of Worker's Compensation benefits, and at the employee 's request, the employee will receive the difference between that benefit and the employee's daily rate of pay provided the employee verifies the amount of their Worker's Compensation payment and any subsequent changes in that payment. The employee's accumulated sick leave will be adjusted accordingly on a pro-rata basis. An employee whose Worker's Compensation injury extends beyond their sick leave accumulation will be placed on a Worker's Compensation leave, without additional pay from the district.

4. In case of an employee's death, any unused sick leave shall be paid in a lump sum to the survivor named by the employee. Such payment shall be subject to the terms and computed according to the method specified in Article 16, Section E.

5. A day is defined as the length of the employee's regularly scheduled workday. When an employee's hours are increased or decreased, the accumulation will be prorated. Accumulated sick leave for employees hired prior to July 1, 1996 currently working four (4) hours or more per day is not subject to proration.

6. Employer payment of insurance premiums will cease to be paid for eligible employees beginning with the month that follows exhaustion of the employee's sick leave accumulation and any eligible insurance premiums paid under the Family and Medical Leave Act. Employees wishing to maintain their coverage will assume responsibility for the payment of premiums.

7. Newly hired employees shall receive hourly sick leave benefits equivalent to one (1) day per month until the conclusion of their probationary period, at which time they shall be credited with the balance of their annual sick leave allowance.

8. Except in A-3 above, sick leave will be charged in hourly increments.

9. Any paraprofessional who regularly works five (5) or more hours per day five (5) days a week, hired prior to the first Monday in October, who is absent from work the hourly equivalent of three (3) or fewer days in the school year (either sick, personal business leave, unpaid hours, or any combination thereof – excluding bereavement days), will receive a $300 attendance bonus payable on the last pay period of June.

   Any paraprofessional who regularly works less than five (5) hours per day or less than five (5) days per week, hired prior to the first Monday in October, who is absent from work the hourly equivalent of three (3) or fewer days in the school year (either sick, personal business leave, unpaid hours, or any combination thereof – excluding bereavement days), will receive a $150 attendance bonus payable on the last pay period of June.

10. Notwithstanding any contrary Agreement language, if the Michigan Earned Sick Time Act ("ESTA") is in effect, the first 72 hours of paid sick leave may be used for any ESTA purpose each ESTA benefit year, with those 72 leave hours subject to ESTA conditions as detailed in Board Policy 4113.

B. Illness and Disability

1. Paraprofessionals, ten (10) month administrative assistants and clerical, and school term custodial/maintenance employees shall receive sick leave equal to the hourly equivalent of one (1) day per month accumulative to the hourly equivalent of ten (10) days per year, credited at the beginning of each school year. Twelve (12) month employees shall be given sick leave equal to the hourly equivalent of one (1) day per month accumulative to the hourly equivalent of twelve (12) days per year credited at the beginning of each school year (except for

probationary employees as per A. 7., above). Sick leave hours may be taken by an employee for the following reasons and subject to the following conditions:

(a) The employee may use all or any portion of his/her leave to recover from his/her own illness or disability, and to secure necessary medical or dental care.

(b) Illness/Disability - Others

(1) Paraprofessionals: Up to the hourly equivalent of five (5) days may be authorized for serious illness or medical care or nursing care arrangements for the immediate family. (Immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters, dependents, in-law relations of the same categories.) Additional paid days may be granted upon request of the employee for emergency or unusual needs.

(2) Administrative Assistant and Clerical: Serious illness, medical care or nursing care arrangements in the immediate family. (Immediate family is as defined in 1 (b) (1), above.)

(3) Custodial/Maintenance: Serious illness, medical or nursing care arrangements, in the immediate family. (Immediate family is as defined in 1 (b) (1), above.)

(c) Bereavement

(1) Paraprofessionals: The bargaining unit member shall be granted a maximum of the hourly equivalent of five (5) days paid leave per death for immediate family members, which shall be deducted from sick leave. (Immediate family is as defined in 1 (b) (1), above.) Up to the hourly equivalent of five (5) additional paid days may be granted upon request of the employee for emergency or unusual needs, which shall be deducted from sick leave.

(2) Administrative Assistant, Clerical and Custodial/Maintenance: Use of Section B. accumulated days as needed for death in the immediate family. (Immediate family is as defined in 1 (b) (1), above.)

(d) While it will not be necessary for the School District to require a medical certificate for all absences of the hourly equivalent of one (1) to three (3) days in order for an employee to be eligible for sick leave pay, the School District reserves the right to require a medical certificate whenever an employee's pattern of attendance indicates excessive use of sick leave or to determine whether he/she is medically able to return to work or to determine physical fitness for continued service.

2. Illness/Disability/Bereavement days are cumulative according to the following:

a. Paraprofessionals – the hourly equivalent of 90 days

b. Administrative assistant and clerical - the hourly equivalent of 120 days

c. Custodial and Maintenance - the hourly equivalent of 120 days

C. Personal Business Leave

1. All ten (10) month employees regularly employed by the Board shall be granted the hourly equivalent of two (2) personal business leave days per year. All twelve (12) month employees and all administrative assistant/clerical employees regularly employed by the Board shall be granted the hourly equivalent of three (3) personal business leave days per year. These hours shall be non-accumulative. Personal business leave shall be used for matters which are difficult to transact on the weekend or before or after working hours. Except in case of an emergency, arrangements for personal business leave are to be made at least twenty-four (24) hours in advance with employee's immediate supervisor. Personal business leave will not be charged against sick leave. Unused personal business leave hours will be added to the employee's accumulated unused sick leave on September 1.

2. The day immediately preceding, or the day immediately following a legal holiday or school recess (e.g., Christmas, Memorial Day, etc.) will not be used for a personal business leave, except in case of an emergency or extenuating

circumstances. Arrangement for use of personal leave shall be made using the district's web-based attendance system. It is understood that the Board may reasonably restrict the number of employees taking personal business leave on any given workday.

D. **Jury Duty.** Any employee called for jury duty and who was unable to get excused shall be compensated for the difference between his/her regular pay and the pay received for jury duty.

E. **Reserve/National Guard Duty.** Any employee who is a member of a branch of the Armed Forces Reserve or the National Guard, shall be paid the difference between his/her Reserve pay he/she would have received from the Board during any period when the affected employee is on active duty for the Reserve or National Guard. Except in cases of national emergency, a maximum of two (2) weeks per year shall be allowed.

## ARTICLE 21: Unpaid Leaves

A. General Conditions

1. Leaves of absence without pay for up to one (1) year in duration may be granted upon written request from an employee. The request will include the purpose of the leave, and the proposed beginning and ending dates of the leave. For medical requests, the Board may require a statement from the employee's physician indicating the necessity of the leave. Such leaves may, at the discretion of the Board, be extended upon written request of the employee.

2. It is understood that the granting of unpaid leaves is the discretion of the Board. Denial of unpaid leave requests by the Board shall not be subject to the grievance procedure, unless the claim is that the Board abused its discretion or acted arbitrarily in denying the requested leave.

3. An employee returning from a leave of absence of six (6) months or less shall be entitled to return to the assignment they held just prior to the leave of absence. An employee returning from a leave of absence of more than six (6) months shall be reinstated to the first available position for which they are qualified, within their classification. At least two (2) weeks prior to the date a leave is scheduled to expire, an employee shall notify the superintendent or designee of their intent to return to work.

4. Only continuous employment within the system will be counted for the purpose of accumulating seniority; however, leaves of absence granted for a period of six (6) months or less shall not constitute interruption of continuous service and shall be counted for purposes of seniority. Leaves of absence granted for more than six (6) months, according to this contract, shall not constitute interruption of continuous service, but shall not be counted for purposes of seniority.

5. Except for continuation of twelve (12) weeks of employer-paid medical insurance benefits {such as provided in the Family and Medical Leave Act (FMLA)} for eligible employees, the payment of monthly premiums for the purpose of continued insurance coverage is the responsibility of the employee during an unpaid leave of absence subject to COBRA rules and regulations.

B. Unpaid leaves of absence may be taken for the following reasons:

1. **Military Leave** — A leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States for the period of one enlistment or induction only, or as may be provided for in applicable State/Federal statutes. Upon return from such leave, an employee shall be placed in the same classification and experience level as he/she would have been had he/she worked in the district during such period. Employees on this leave of absence shall be granted their regular seniority for the term of the leave.

2. **Parental/Child Care** — A leave of absence may be granted to any employee for the purpose of childcare. Such leave may be extended upon written request of the employee.

C. Where the leave benefits in this Agreement exceed those in the Family and Medical Leave Act (FMLA), these leave benefits shall apply. Where the benefits in the FMLA exceed the leave benefits in this Agreement, the benefits in the

FMLA shall apply. Any alleged Employer violations of the FMLA shall be dealt with under the procedures set up in the FMLA and are not subject to the grievance procedure contained herein.

## ARTICLE 22: Savings Clause

If any provisions of this Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect. Upon written request of either party, the parties shall meet to attempt to agree upon a successor for the provision or application found contrary to law.

This Agreement constitutes the sole and entire existing Agreement between the parties on the subjects addressed herein, and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and Union on the subjects addressed herein. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the Board and the Union. Subjects not specifically addressed herein may be addressed in bargaining during the term of this Agreement, upon the mutual agreement of the parties. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

## ARTICLE 23: Negotiation Procedure

A. At least sixty (60), but not more than ninety (90), days prior to the expiration of this Agreement, the parties agree to open negotiations for a successor agreement.

B. It is contemplated that hours, wages, and terms and conditions of employment, not specifically covered by this Agreement may be subject to negotiations between the parties from time to time during the period of this Agreement upon mutual agreement of the parties.

C. During the term of this Agreement, negotiations concerning specific terms and conditions of this Agreement shall take place only by written mutual agreement of the parties.

## ARTICLE 24: Insurance

A. General Conditions:

1. The Board shall provide to each eligible employee a competitive and comprehensive plan for health insurance.

2. All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such, any claims disputes are, therefore, not subject to the grievance procedure.

3. Eligible employees as set forth herein are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrators or underwriters.

4. The Board by payment of the premium payments required to provide the insurance coverage shall be relieved from all liability with respect to the benefits provided by the insurance coverage described. The terms of any contract or policy issued by an insurance company herein shall be controlling as to all matters including but not limited to benefits, eligibility, commencement and termination of coverage.

B. Benefits

1. Paraprofessionals
   a. Life insurance in the amount of $15,000 with AD & D upon completion of the ninety (90) calendar day waiting period will be provided to paraprofessionals who work four (4) or more hours per day.

b. Health Insurance. The Board agrees to provide health insurance in accordance with all state and federal laws and timelines. The employee can choose to participate in the health insurance plan. For each employee receiving District health insurance, the Board will pay the annual hard-cap amount for individual coverage (as applicable) as determined annually by the Michigan Department of Treasury toward the employee's health insurance illustrative rate cost. If the cost of the District health insurance for an employee is less than the Michigan Department of Treasury's hard-cap amount for the applicable coverage level, then the district will cover the total cost of the health insurance for that employee.

2. Administrative Assistant and Clerical

a. Life insurance in the amount of $20,000 with AD & D upon completion of the ninety (90) calendar day waiting period will be provided to administrative assistant and clerical personnel who work four or more hours per day.

b. Health Insurance. Upon submission of a written application, the Board agrees to provide each employee, (working 5.5 hours or more per day) with health care insurance according to their family status for health care protection. The Board will offer a competitive and comprehensive health insurance plan and will provide a Medical Plan summary chart upon hire for eligible new employees and prior to the open enrollment period for all eligible employees. A two week open enrollment period will be established between November 1 and December 15 of each year (for January 1 insurance changes). For each employee receiving District health insurance, the Board will pay the annual hard-cap amount for individual, two-person, or full family coverage (as applicable) as determined annually by the Michigan Department of Treasury toward the employee's health insurance illustrative rate cost. If the cost of the District health insurance for an employee (individual, two-person, or full family coverage as applicable) is less than the Michigan Department of Treasury's hard-cap amount for the applicable coverage level, then the district will cover the total cost of the health insurance for that employee. The Board will determine, in its sole discretion, the method for complying with the Michigan Publicly Funded Health Insurance Contribution Act. Insurance coverage will begin on the first day of the month following the employee's hire date.

c. Long Term Disability. The Board will pay premiums for Long Term Disability Insurance for administrative assistant/clerical employees. The eligibility-waiting period will be ninety (90) calendar days. Benefits will be sixty-six and two-thirds (66 2/3%) percent of salary to a maximum of $3000 per month. The insurance carrier will be selected by the Board.

d. The Board agrees to provide the above mentioned insurance subsidies for programs within the underwriting rules and regulations as set forth by the carrier in the Master Contract held by the policyholder.

3. Custodial/Maintenance

a. Health Insurance. Upon submission of a written application, the Board agrees to provide each employee, (working 5.5 hours or more per day) with health care insurance according to their family status for health care protection. The Board will offer a competitive and comprehensive health insurance plan and will provide a Medical Plan summary chart upon hire for eligible new employees and prior to the open enrollment period for all eligible employees. A two week open enrollment period will be established between November 1 and December 15 of each year (for January 1 insurance changes). For each employee receiving District health insurance, the Board will pay the annual hard-cap amount for individual, two-person, or full family coverage (as applicable) as determined annually by the Michigan Department of Treasury toward the employee's health insurance illustrative rate cost. If the cost of the District health insurance for an employee (individual, two-person, or full family coverage as applicable) is less than the Michigan Department of Treasury's hard-cap amount for the applicable coverage level, then the district will cover the total cost of the health insurance for that employee. The Board will determine, in its sole discretion, the method for complying with the Michigan Publicly Funded Health Insurance Contribution Act. Insurance coverage will begin on the first day of the month following the employee's hire date.

(1) Cash in lieu of Health Insurance: Custodial/Maintenance employees, eligible for but not taking health insurance, shall receive a one hundred ten dollar ($110.00) per month cash payment. This section will be implemented for all custodial/maintenance employees when a current custodial/maintenance employee with health insurance as of 7/1/99 or a newly hired custodial/maintenance employee elects to not take health insurance.

(b) Life Insurance. The Board shall provide life insurance as follows:

(1) Ten (10)-month employees — $20,000 with AD & D
(2) Twelve (12) month employees participating in the health insurance plan — $25,000 with AD & D
(3) Twelve (12) month employees not participating in the health insurance plan — $30,000 with AD & D

(c) Dental Insurance. The Board shall provide dental insurance for employees and their dependents. For employees who complete the normal school year, the insurance will be provided for a full twelve (12) months.

(d) Vision Insurance. The Board shall provide vision insurance for employees and their dependents. For employees who complete the normal school year, the insurance will be provided for a full twelve (12) months.

(e) Long Term Disability. The Board shall provide long-term disability insurance for all employees. The eligibility-waiting period will be ninety (90) calendar days. Benefits paid will be sixty-six and two-thirds percent (66 2/3%) of the employee's salary - to a maximum of $3,000 per month.

(f) For the life of this Agreement, the level of dental and vision benefits for custodial and maintenance employees shall be the benefit levels in effect during the 1996-97 year.

(g) Employees who are granted unpaid leave of absence upon request of the employee and/or Union shall receive from the superintendent or designee a written statement specifying the duration of all Board paid insurance benefits during the unpaid leave of absence.

## ARTICLE 25: Duration of Agreement

A. This Agreement shall expire on **August 31, 2029**. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

B. Ten copies of this agreement will be printed at the expense of the Board and presented to the Union President. The agreement will also be posted on the district web page.

## ARTICLE 26: Emergency Manager

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

**For the Board:** **For the Union:**

**Board President:** _____ _____ _____

**Superintendent:** _____ _____ _____

**Date:** _____ **Date:** _____

## APPENDIX A: Job Classifications

**Paraprofessionals**

**Administrative Assistant/Clerical/Bookkeeper**

**Custodial Department**

- **Custodian**
- **Head Custodian**
- **Maintenance**

## APPENDIX B: Wage Schedule

**Step Definitions**

- Probation is the first 60 workdays.
- Longevity will be dispersed in two payments; the first pay period in January and the second pay period in June
- The Appendix B: Wage Schedule is subject to reopening for negotiations if the ending audited fund balance for 2026-2027 is above 13% and if the ending audited fund balance for 2027-2028 is above 15%.

### PARAPROFESSIONALS

| Paraprofessional 2026-2027 | | | |
|---|---|---|---|
| | Gen Ed | Spec Ed | RPZ |
| Step 1 | $16.79 | $16.94 | $16.94 |
| Step 2 | $17.39 | $17.55 | $17.55 |
| Step 3 | $17.99 | $18.16 | $18.16 |
| Step 4 | $18.59 | $18.77 | $18.77 |
| Step 5+ | $19.20 | $19.39 | $19.39 |
| Longevity at 16 - $500 | | | |

| Paraprofessional 2027-2028 | | | |
|---|---|---|---|
| | Gen Ed | Spec Ed | RPZ |
| Step 1 | $16.96 | $17.11 | $17.11 |
| Step 2 | $17.56 | $17.73 | $17.73 |
| Step 3 | $18.17 | $18.34 | $18.34 |
| Step 4 | $18.78 | $18.96 | $18.96 |
| Step 5+ | $19.39 | $19.58 | $19.58 |
| Longevity at 10 - $250 | | | |
| Longevity at 16 - $500 | | | |

| Paraprofessional 2028-2029 | | | |
|---|---|---|---|
| | Gen Ed | Spec Ed | RPZ |
| Step 1 | $17.13 | $17.28 | $17.28 |
| Step 2 | $17.74 | $17.90 | $17.90 |
| Step 3 | $18.35 | $18.53 | $18.53 |
| Step 4 | $18.96 | $19.15 | $19.15 |
| Step 5+ | $19.59 | $19.78 | $19.78 |
| Longevity at 10 - $250 | | | |
| Longevity at 16 - $500 | | | |

## ADMINISTRATIVE ASSISTANTS

| Administrative Assistant/Clerical /Bookkeeper | |
|---|---|
| | **2026-2027** |
| Step 1 | $17.88 |
| Step 2 | $19.09 |
| Step 3 | $20.31 |
| Step 4 | $21.53 |
| Step 5+ | $22.74 |
| Longevity at 16 - $500 | |

| Administrative Assistant/Clerical /Bookkeeper | |
|---|---|
| | **2027-2028** |
| Step 1 | $17.88 |
| Step 2 | $19.09 |
| Step 3 | $20.31 |
| Step 4 | $21.53 |
| Step 5+ | $22.74 |
| Longevity at 10 - $250 | |
| Longevity at 16 - $500 | |

| Administrative Assistant/Clerical /Bookkeeper | |
|---|---|
| | **2028-2029** |
| Step 1 | $17.88 |
| Step 2 | $19.09 |
| Step 3 | $20.31 |
| Step 4 | $21.53 |
| Step 5+ | $22.74 |
| Longevity at 10 - $250 | |
| Longevity at 16 - $500 | |

## CUSTODIAL

| Custodial Department | |
|---|---|
| | **2026-2027** |
| Step 1 | $17.68 |
| Step 2 | $18.22 |
| Step 3 | $18.76 |
| Step 4 | $19.30 |
| Step 5+ | $19.85 |
| Longevity at 16 - $500 | |

| Custodial Department | |
|---|---|
| | **2027-2028** |
| Step 1 | $17.86 |
| Step 2 | $18.40 |
| Step 3 | $18.95 |
| Step 4 | $19.49 |
| Step 5+ | $20.05 |
| Longevity at 10 - $250 | |
| Longevity at 16 - $500 | |

| Custodial Department | |
|---|---|
| | **2028-2029** |
| Step 1 | $18.04 |
| Step 2 | $18.59 |
| Step 3 | $19.14 |
| Step 4 | $19.69 |
| Step 5+ | $20.25 |
| Longevity at 10 - $250 | |
| Longevity at 16 - $500 | |

Appendix B (Step Definitions)

- Steps 1-5 refer to step levels. Steps 10 through 15+ refer to years spent within Milan Area Schools in the current classification.
- During the 2016-2017 school year, the only step level that was granted was the "probationary to step 1" progression. No other employee advanced a step level.
- During the 2016-2017 school year, employees did not progress a step level. This withheld step level will be recovered when the employee enters their 10th year spent within Milan Area Schools. During 2016-2017 employees acquired a year spent within Milan Area Schools as it pertains to steps 10 through 15+.
- During the 2018-2019, 2019-2020, and 2020-2021 school years, employees will progress a step level.

| | |
|---|---|
| Head Custodian: | Additional .50 an hour added to rate in the chart above |
| Maintenance: | Additional 2.00 an hour added to rate in the chart above. |
| Head Maintenance: | Additional 4.00 an hour added to rate in the chart above. |
| Pool Maintenance: | Additional .25 per hour added to the chart above for one trained pool maintenance person. Substitute coverage, by a trained individual, will receive the additional .25 per hour on the days substitute coverage is provided. |
| Paraprofessionals HQ Required: or Associate Degree or Bachelor Degree | Additional .15 an hour added to rate in the chart above (upon District receipt of official transcripts) |
| 30 College Credit Hours: | Additional .10 an hour added to rate in the chart above (upon District receipt of official transcripts) |
| Lead Paraprofessionals: | $200 Stipend<br>8 - 2 Per Building - Selected by Building Administration<br>The compensation shall be distributed in two installments of $100 (December 31 and June 30). |
| Personal Care Paraprofessional | Twice per year, paid out the first pay period in January and the second pay period in June, the district will provide an additional stipend to those paraprofessionals that provide specialized personal care and submit the required Medicaid Personal Care Log Form at the end of each month. Paraprofessionals providing Specialized Personal Care, defined in the Personal Care Log as: Eating/Feeding, Grooming/Hygiene, and Toileting/Maintaining Continence, the stipend will be up to Fifteen Dollars ($15.00) per month for completing the required monthly documentation. Each paraprofessional will only be eligible for one stipend amount per month. |

General Wage Notes

Starting with the 2022-2023 school year and in all subsequent years, all employees will be paid using time sheets for each pay period. Pay dates will be published to all employees. At that time, items 1, 2, 3, 5 and Article 16.F are obsolete and said items will be removed in future contracts.

1. Employees will be paid according to the hours reported in the district's web-based attendance system (or time cards if requested by the payroll office).
2. For employees hired after July 1, 2014:
   Pay increases for step 1 through 15 will take effect on the first pay date after each 'full year' of employment.
   For employees hired between September 1st and March 31st of any contract year, that partial year will be considered a 'full year' for the purposes of step increases.
   For employees hired between April 1st and August 31st of any contract year, that partial year will not be considered a 'full year' for the purposes of step increases."
   For employees hired prior to July 1, 2014:
   Each employee will receive their step increases on the first pay date of the contract year in which their increase would have occurred under the current system.

## APPENDIX C: MASSS Grievance Form

GRIEVANCE NO.:_____ DATE: _____

EMPLOYEE INFORMATION

Name: _____

Home Phone: _____

Classification: _____

Building: _____

DISTRIBUTION

Supervisor
Grievant(s)
Union Representative
MASSS President
Grievance Chairperson
Superintendent

A. **Date of Cause of Grievance Occurred:** _____

B. **Contract Article(s) Violated:** _____

C. **Statement of Grievance:** _____

_____

_____

_____

_____

D. **Relief Sought:** _____

_____

_____

_____ _____

Date Grievant(s) Signature

E. **Supervisor:** Received: _____ _____
Date Signature

Disposition: _____

_____

F. **Superintendent:** Received: _____ _____
Date Signature

Disposition: _____

_____

G. **Board:** Received: _____ _____
Date Signature

Disposition: _____

_____

**APPENDIX D: Evaluation Forms and Definitions**

# Milan Area Schools
## Paraprofessional Evaluation Form

**Name:** **Date:**

**Evaluation Period:**

*This evaluation reflects a collaborative process. Ratings are informed by direct observation along with input from general education and special education teachers who work with the paraprofessional.*

### Job Performance & Professional Characteristics

| Area | Effective | Minimally Effective | Ineffective | Does Not Apply |
|---|---|---|---|---|
| **Work Standards** *Completes assigned tasks accurately, thoroughly, and on time.* | | | | |
| **Safe Work Habits** *Follows safety rules and procedures to protect self, students, and others.* | | | | |
| **Responsiveness to Feedback & Direction** *Follows directions from supervisors and teachers, and adjusts behavior when given feedback.* | | | | |
| **Use/Care of Equipment** *Uses classroom materials, technology, and equipment properly and takes care of them.* | | | | |
| **Flexibility with Additional Duties** *Willingly takes on extra tasks or coverage when needed.* | | | | |
| **Documentation** *Keeps accurate, timely records (e.g., Red Rover, data sheets, logs, incident reports) as required by the role.* | | | | |
| **Positive Relationships with Student(s)** *Builds respectful, supportive relationships with students appropriate to their role.* | | | | |
| **Dependability** *Reports to work reliably and follows through on responsibilities without prompting.* | | | | |
| **Support for Instructional/IEP Goals** *Implements teacher-directed or IEP-directed strategies and supports as assigned.* | | | | |

| | | | | |
|---|---|---|---|---|
| **Confidentiality**<br>*Appropriately handles private student information and records.* | | | | |
| **Working with Others**<br>*Collaborates cooperatively with teachers, staff, and other paraprofessionals.* | | | | |
| **Punctuality**<br>*Arrives and leaves on schedule; minimal unexcused absences or tardiness.* | | | | |
| **Professional Communication**<br>*Communicates respectfully and appropriately with students, families, and staff.* | | | | |
| **Professional Conduct**<br>*Presents and conducts oneself in a manner appropriate for the school setting.* | | | | |
| **Works Independently**<br>*Completes routine tasks without needing constant supervision.* | | | | |
| **Adaptability**<br>*Adjusts well to changes in schedule, students, or assigned duties.* | | | | |
| | | | | |
| **OVERALL RATING** | | | | |
| **Comments:** | | | | |

_____ _____
Signature of Evaluator Date

I understand that my signature is not intended to indicate my agreement with this evaluation, but indicates that I have read and discussed this evaluation with my supervisor. I understand that I have the right to attach comments to this evaluation.

_____ _____
Signature of Employee Date

# Milan Area Schools
## Paraprofessional Evaluation Form

## Appendix: Area Definitions & Examples

*Use this reference alongside the rating form. Examples are illustrative, not exhaustive.*

### Rating Scale

*Use the definitions below to guide each rating.*

| Area | What This Means |
|---|---|
| **Effective** | *Consistently meets expectations for this area; performs reliably with little to no need for correction.* |
| **Minimally Effective** | *Meets expectations inconsistently; needs some guidance, reminders, or improvement to fully meet the standard.* |
| **Ineffective** | *Does not meet expectations; requires significant support, correction, or a formal improvement plan.* |
| **Does Not Apply** | *This area isn't part of the employee's assigned role, or was not observed during this evaluation period.* |

### Job Performance

| Area | Definition & Examples |
|---|---|
| **Work Standards** | Completes assigned tasks accurately, thoroughly, and on time.<br>*e.g., finishing prep work before class starts, following through on assigned duties without reminders.* |
| **Safe Work Habits** | Follows safety rules and procedures to protect self, students, and others.<br>*e.g., following lifting/transfer procedures, supervising students appropriately during transitions.* |
| **Responsiveness to Feedback & Direction** | Follows directions from supervisors and teachers, and adjusts behavior when given feedback.<br>*e.g., implementing a suggested strategy the same day it's given, asking clarifying questions rather than guessing.* |
| **Use/Care of Equipment** | Uses classroom materials, technology, and equipment properly and takes care of them.<br>*e.g., properly storing AT devices, reporting damaged equipment promptly.* |
| **Flexibility with Additional Duties** | Willingly takes on extra tasks or coverage when needed.<br>*e.g., covering a colleague's absence, helping with an unplanned transition or activity.* |
| **Documentation** | Keeps accurate, timely records as required by the role.<br>*e.g., data sheets, behavior logs, incident reports completed same-day and legible.* |
| **Positive Relationships with Student(s)** | Builds respectful, supportive relationships with students appropriate to their role.<br>*e.g., using encouraging language, maintaining appropriate boundaries.* |
| **Dependability** | Reports to work reliably and follows through on responsibilities without prompting.<br>*e.g., consistent attendance, arriving ready to begin duties on time.* |
| **Support for Instructional/IEP Goals** | Implements teacher-directed or IEP-directed strategies and supports as assigned.<br>*e.g., prompting hierarchies, data collection tied to IEP goals, following behavior plans.* |
| **Confidentiality** | Appropriately handles private student information and records.<br>*e.g., not discussing student information outside of professional contexts, securing paperwork.* |

| | |
|---|---|
| **Working with Others** | Collaborates cooperatively with teachers, staff, and other paraprofessionals.<br>*e.g., communicating clearly during handoffs, sharing relevant student information with the team.* |
| **Punctuality** | Arrives and leaves on schedule; minimal unexcused absences or tardiness.<br>*e.g., being in place before students arrive.* |
| **Professional Communication** | Communicates respectfully and appropriately with students, families, and staff.<br>*e.g., calm tone during difficult moments, appropriate communication through proper channels.* |
| **Professional Conduct** | Presents and conducts oneself in a manner appropriate for the school setting.<br>*e.g., following the district's professional conduct/dress expectations, modeling appropriate behavior for students.* |
| **Works Independently** | Completes routine tasks without needing constant supervision.<br>*e.g., starting known routines without being told, problem-solving minor issues independently.* |
| **Adaptability** | Adjusts well to changes in schedule, students, or assigned duties.<br>*e.g., handling a last-minute room or student change without disruption to service.* |

# Milan Area Schools
## Administrative Assistant Evaluation Form

**Name:** **Date:**

**Evaluation Period:**

*The evaluation of job performance is designed to measure efficiency, communication, and overall contribution to the school environment. The definitions and examples provided below establish clear standards for each evaluated area, ensuring transparent communication, consistent rating criteria, and constructive dialogue between staff and evaluators.*

### Job Performance & Professional Characteristics

| Area | Effective | Minimally Effective | Ineffective | Does Not Apply |
|---|---|---|---|---|
| **Organizing & Completing Daily Work** *Plans and prioritizes daily tasks effectively, manages time well, and completes routine assignments accurately and on schedule.* | | | | |
| **Handling Correspondence** *Manages incoming and outgoing communications (mail, email, memos) promptly and accurately while maintaining strict confidentiality.* | | | | |
| **Accepting Instruction/Directions** *Follows directions willingly, accepts constructive feedback professionally, and applies it to continuously improve performance.* | | | | |
| **Handling Telephone Conversations** *Responds to phone calls and inquiries in a professional, courteous, and efficient manner.* | | | | |
| **Maintaining & Preparing Files, Records, and Reports** *Maintains organized, accurate, and up-to-date physical and digital records; prepares required reports accurately and meets established deadlines.* | | | | |
| **Use of Business Machines** *Demonstrates proficiency with standard office technology and equipment (computers, printers, software, phones) and manages basic maintenance or supply needs.* | | | | |

| | | | | |
|---|---|---|---|---|
| **Working with Others & the Public**<br>*Collaborates effectively and courteously with staff, students, families, and visitors; demonstrates tact, self-control, and a positive demeanor.* | | | | |
| **Attendance/Punctuality**<br>*Maintains consistent attendance and arrives at assigned work locations on time and ready to work.* | | | | |
| **Ability to Carry Out Responsibilities**<br>*Demonstrates strong work habits, resourcefulness, and reliability in fulfilling day-to-day responsibilities.* | | | | |
| **Initiative**<br>*Proactively identifies tasks, anticipates needs, and offers assistance to colleagues and building leadership.* | | | | |
| | | | | |
| **OVERALL RATING** | | | | |
| **Comments:** | | | | |

_____ _____
Signature of Evaluator Date

I understand that my signature is not intended to indicate my agreement with this evaluation, but indicates that I have read and discussed this evaluation with my supervisor. I understand that I have the right to attach comments to this evaluation.

_____ _____
Signature of Employee Date

# Milan Area Schools
## Administrative Assistant Evaluation Form

## Appendix: Area Definitions & Examples

*Use this reference alongside the rating form. Examples are illustrative, not exhaustive.*

### Rating Scale

*Use the definitions below to guide each rating.*

| Area | What This Means |
|---|---|
| **Effective** | *Consistently meets expectations for this area; performs reliably with little to no need for correction.* |
| **Minimally Effective** | *Meets expectations inconsistently; needs some guidance, reminders, or improvement to fully meet the standard.* |
| **Ineffective** | *Does not meet expectations; requires significant support, correction, or a formal improvement plan.* |
| **Does Not Apply** | *This area isn't part of the employee's assigned role, or was not observed during this evaluation period.* |

### Job Performance

| Area | Definition & Examples |
|---|---|
| **Organizing & Completing Daily Work** | Plans and prioritizes daily tasks effectively, manages time well, and completes routine assignments accurately and on schedule.<br>*e.g., maintaining daily calendar/schedules, prioritizing time-sensitive requests, completing daily routine workflows without missing deadlines.* |
| **Handling Correspondence** | Manages incoming and outgoing communications (mail, email, memos) promptly and accurately while maintaining strict confidentiality.<br>*e.g., drafting or screening incoming emails/mail, routing messages to appropriate staff, maintaining confidential record disclosures.* |
| **Accepting Instruction/Directions** | Follows directions willingly, accepts constructive feedback professionally, and applies it to continuously improve performance.<br>*e.g., implementing suggested office procedures promptly, asking clarifying questions when assigned new tasks rather than guessing.* |
| **Handling Telephone Conversations** | Responds to phone calls and inquiries in a professional, courteous, and efficient manner.<br>*e.g., answering calls with a clear and pleasant greeting, taking thorough messages, de-escalating frustrated callers tactfully.* |
| **Maintaining & Preparing Files, Records, and Reports** | Maintains organized, accurate, and up-to-date physical and digital records; prepares required reports accurately and meets established deadlines.<br>*e.g., filing student/staff documents in the correct locations, pulling data for state/district reports accurately, auditing files for completeness.* |
| **Use of Business Machines** | Demonstrates proficiency with standard office technology and equipment (computers, printers, software, phones) and manages basic maintenance or supply needs.<br>*e.g., operating district software/portals efficiently, troubleshooting minor printer jams, keeping office paper and supplies stocked.* |
| **Working with Others & the Public** | Collaborates effectively and courteously with staff, students, families, and visitors; demonstrates tact, self-control, and a positive demeanor.<br>*e.g., greeting main office visitors warmly, maintaining professional working relationships across departments, handling sensitive situations with tact.* |

| | |
|---|---|
| **Attendance/Punctuality** | Maintains consistent attendance and arrives at assigned work locations on time and ready to work.<br>*e.g., adhering to scheduled office hours, notifying supervisors promptly of unplanned absences, starting daily routines on time.* |
| **Ability to Carry Out Responsibilities** | Demonstrates strong work habits, resourcefulness, and reliability in fulfilling day-to-day responsibilities.<br>*e.g., problem-solving minor daily issues independently, maintaining an organized workspace, following standard operating routines reliably.* |
| **Initiative** | Proactively identifies tasks, anticipates needs, and offers assistance to colleagues and building leadership.<br>*e.g., preparing materials ahead of peak busy seasons (e.g., start of school year/enrollment), stepping in to help colleagues with heavy workloads* |

# Milan Area Schools
## Buildings and Grounds Evaluation Form

**Name:** **Date:**

**Evaluation Period:**

*This evaluation reflects a collaborative process. Ratings are informed by direct observation along with input from facility supervisors, building administrators, and lead operations staff.*

### Job Performance & Professional Characteristics

| Area | Effective | Minimally Effective | Ineffective | Does Not Apply |
|---|---|---|---|---|
| **Attendance & Punctuality** *Adheres to assigned shifts, arrives on time ready to work, and complies with attendance and schedule expectations.* | | | | |
| **Adaptability & Handling Schedules/Assignments** *Understands and complies with instructions, adapts to changing facilities priorities, responds calmly to urgent work orders or weather events, and adjusts smoothly to shifting daily assignments.* | | | | |
| **Ability to Carry Out Responsibilities** *Dependable, able to plan and organize assignments, and fulfills all job responsibilities.* | | | | |
| **Adherence to School / District Rules** *Strictly follows district policies, safety protocols, OSHA regulations, and building security standards.* | | | | |
| **Equipment & Supplies** *Operates tools, machinery, and vehicles safely, practices proper chemical safety/PPE handling, and conserves district supplies.* | | | | |
| **Ability to Work with Others** *Works cooperatively with grounds and custodial crew members, shows tact around staff and students, and uses good safety judgment.* | | | | |

| | | | | |
|---|---|---|---|---|
| **Relationship with School Personnel**<br>*Maintains a professional and helpful demeanor with building staff and administration, accepts constructive feedback, and follows proper communication channels.* | | | | |
| **Initiative**<br>*Proactively identifies building/grounds needs, addresses or reports safety hazards promptly, and assists colleagues during heavy workload periods.* | | | | |
| **Work Habits**<br>*Maintains clean and safe workspaces, demonstrates a strong work ethic, and takes a systematic approach to tool and supply management.* | | | | |
| **Communication**<br>*Communicates clearly regarding work order status, facility safety concerns, and supply needs verbally or in written work logs.* | | | | |
| **Utilizes Available Opportunities to Develop and Maintain Required Job Skills**<br>*Participates in required safety trainings, equipment certifications, and skill development relevant to building and grounds operations.* | | | | |
| **OVERALL RATING** | | | | |
| **Comments:** | | | | |

_____ _____
Signature of Evaluator Date

I understand that my signature is not intended to indicate my agreement with this evaluation, but indicates that I have read and discussed this evaluation with my supervisor. I understand that I have the right to attach comments to this evaluation.

_____ _____
Signature of Employee Date

# Milan Area Schools
## Buildings and Grounds Evaluation Form
## Appendix: Area Definitions & Examples

*Use this reference alongside the rating form. Examples are illustrative, not exhaustive.*

### Rating Scale

*Use the definitions below to guide each rating.*

| Area | What This Means |
|---|---|
| **Effective** | *Consistently meets expectations for this area; performs reliably with little to no need for correction.* |
| **Minimally Effective** | *Meets expectations inconsistently; needs some guidance, reminders, or improvement to fully meet the standard.* |
| **Ineffective** | *Does not meet expectations; requires significant support, correction, or a formal improvement plan.* |
| **Does Not Apply** | *This area isn't part of the employee's assigned role, or was not observed during this evaluation period.* |

### Job Performance

| Area | Definition & Examples |
|---|---|
| **Attendance & Punctuality** | Adheres strictly to assigned shifts, arrives on time ready to work, and complies with attendance and schedule limitations.<br>*e.g., clocking in consistently on time, notifying supervisors promptly of unplanned absences, starting shift routines promptly.* |
| **Adaptability & Handling Schedules/Assignments** | Adapts to changing facilities priorities, responds calmly to urgent work orders or weather events, and adjusts smoothly to shifting daily assignments.<br>*e.g., shifting quickly from routine cleaning to urgent spill response, adjusting shifts for seasonal snow removal, handling sudden room setup changes.* |
| **Ability to Carry Out Responsibilities** | Independently plans and executes daily custodial, maintenance, or grounds routines efficiently and to high quality standards.<br>*e.g., completing daily floor care routines without missing areas, executing preventive maintenance schedules, managing time well during shift.* |
| **Adherence to School / District Rules** | Strictly follows district policies, safety protocols, OSHA regulations, and building security standards.<br>*e.g., securing building exterior doors properly, following district chemical usage rules, wearing required PPE on the job.* |
| **Equipment & Supplies** | Operates tools, machinery, and vehicles safely, practices proper chemical safety/PPE handling, and conserves district supplies.<br>*e.g., operating floor scrubbers or mowers safely, performing daily maintenance checks on machinery, keeping supply closets organized and stocked.* |
| **Ability to Work with Others** | Works cooperatively with grounds and custodial crew members, shows tact around staff and students, and uses good safety judgment.<br>*e.g., collaborating effectively on large grounds projects, maintaining safety awareness around students, working productively with crew leads.* |
| **Relationship with School Personnel** | Maintains a professional and helpful demeanor with building staff and administration, accepts constructive feedback, and follows proper communication channels.<br>*e.g., responding politely to teacher requests, accepting supervisor feedback professionally, addressing facilities concerns with building leads.* |

| | |
|---|---|
| **Initiative** | Proactively identifies building/grounds needs, addresses or reports safety hazards promptly, and assists colleagues during heavy workload periods.<br>*e.g., preparing grounds materials ahead of winter storms, identifying and fixing trip hazards proactively, helping team members with event setups.* |
| **Work Habits** | Maintains clean and safe workspaces, demonstrates strong work ethics, and takes a systematic approach to tool and supply management.<br>*e.g., keeping custodial carts and shop areas clean, demonstrating reliable work habits, inventorying tools systematically after use.* |
| **Communication** | Communicates clearly regarding work order status, facility safety concerns, and supply needs verbally or in written work logs.<br>*e.g., updating work order status notes clearly, reporting equipment breakdowns to supervisors promptly, notifying staff of floor drying times.* |
| **Utilizes Available Opportunities to Develop and Maintain Required Job Skills** | Participates in required safety trainings, equipment certifications, and skill development relevant to building and grounds operations.<br>*e.g., attending annual bloodborne pathogen/OSHA training, completing machinery operation certifications, staying current on updated floor care techniques.* |

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**ATTACHMENT B**

**Milan Area Schools**
**Non-Affliliated Staff Salary Schedule**

| Position | Item | 2024-25 | 2025-26 | Adj. Factor | 2026-27 | Adj. Factor | 2027-28 |
|---|---|---|---|---|---|---|---|
| Principal - Symons | Salary | $96,959 | $99,868 | 102% | $101,865 | TBD | '26-'27 Salary Multipled by the TBD Adj. Factor |
| Assistant Principal - Middle School | Salary | $90,272 | $92,980 | 102% | $94,840 | TBD | '26-'27 Salary Multipled by the TBD Adj. Factor |
| Director - Finance | Salary | $107,453 | $110,677 | 102% | $112,890 | TBD | '26-'27 Salary Multipled by the TBD Adj. Factor |
| Director - Technology | Salary | $90,640 | $93,359 | 102% | $95,226 | TBD | '26-'27 Salary Multipled by the TBD Adj. Factor |
| Director - Transportation | Salary | $59,000 | $60,770 | 102% | $61,985 | TBD | '26-'27 Salary Multipled by the TBD Adj. Factor |
| Director - Library Services / Data | Salary | $69,112 | $71,185 | 102% | $72,609 | TBD | '26-'27 Salary Multipled by the TBD Adj. Factor |
| Director - Athletics | Salary | $85,000 | $87,550 | 102% | $89,301 | TBD | '26-'27 Salary Multipled by the TBD Adj. Factor |
| Director - Theater | Salary | $48,000 | $49,440 | 102% | $50,429 | TBD | '26-'27 Salary Multipled by the TBD Adj. Factor |
| Director - Adult/Community Education | Salary | $63,805 | $65,081 | 102% | $66,383 | TBD | '26-'27 Salary Multipled by the TBD Adj. Factor |
| Director - FCI Education | Salary | $59,656 | $60,849 | 102% | $62,066 | TBD | '26-'27 Salary Multipled by the TBD Adj. Factor |
| Manager - Accounts Payable/Receivable | Salary | $46,293 | $47,682 | 102% | $48,635 | TBD | '26-'27 Salary Multipled by the TBD Adj. Factor |
| Technology - Data Systems Specialist | Salary | $50,000 | $51,500 | 102% | $52,530 | TBD | '26-'27 Salary Multipled by the TBD Adj. Factor |
| Technology - Systems/Network Administrator | Salary | $64,000 | $65,920 | 102% | $67,238 | TBD | '26-'27 Salary Multipled by the TBD Adj. Factor |
| Mechanic - Lead | Hourly Wage | $30.18 | $31.09 | 102% | $31.71 | TBD | '26-'27 Salary Multipled by the TBD Adj. Factor |
| Mechanic - Assistant | Hourly Wage | $26.79 | $27.59 | 102% | $28.15 | TBD | '26-'27 Salary Multipled by the TBD Adj. Factor |
| Transportation - Router | Hourly Wage | $15.97 | $16.45 | 102% | $16.78 | TBD | '26-'27 Salary Multipled by the TBD Adj. Factor |
| Administrative Assistant - Early Childhood | Hourly Wage | $21.73 | $22.38 | 102% | $22.83 | TBD | '26-'27 Salary Multipled by the TBD Adj. Factor |
| Supervisor - Early Childhood | Hourly Wage | $28.00 | $28.84 | 102% | $29.42 | TBD | '26-'27 Salary Multipled by the TBD Adj. Factor |
| Counselor Adult Education | Hourly Wage | $16.55 | $16.88 | 102% | $17.22 | TBD | '26-'27 Salary Multipled by the TBD Adj. Factor |
| Administrative Assistant Adult Education | Hourly Wage | $11.31 | $13.73 | Adjustment | $15.00 | TBD | '26-'27 Salary Multipled by the TBD Adj. Factor |
| Data FCI | Hourly Wage | $14.33 | $14.62 | Adjustment | $15.00 | TBD | '26-'27 Salary Multipled by the TBD Adj. Factor |
| Data Adult Education | Hourly Wage | $13.24 | $13.73 | Adjustment | $15.00 | TBD | '26-'27 Salary Multipled by the TBD Adj. Factor |
| Laundry | Hourly Wage | $10.82 | $13.73 | Adjustment | $15.00 | TBD | '26-'27 Salary Multipled by the TBD Adj. Factor |

The Board of Education approves all salary schedules. The Superintendent may recommend that an individual be placed at a higher level on a salary schedule.

Individuals on the salary schedule are eligible for increases on an annual basis pending individual performance and the district's financial conditions.

Individual contracts will be negotiated with individuals coming from other groups in order to allow for fair compensation.

Milan Area School Board of Education Approved 9/9/2026

**ATTACHMENT C**

# Milan Area Schools District Technology Staff Salary Schedule (Revised 9/9/2026)

| | 2025-26 Annual Base Salary | | | 2026-27 Annual Base Salary | | | | 2027-28 Annual Base Salary | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Director Position** | Level 1 | Level 2 | Level 3 | Adjust. Factor% | Level 1 | Level 2 | Level 3 | Adjust. Factor% | Level 1 | Level 2 | Level 3 |
| Systems/Network Administrator | $64,000 | $64,800 | $65,610 | 102% | $65,280 | $66,096 | $66,922 | TBD | 2026-27 Salary Multipled by the TBD Adj. Factor | | |
| Data Systems Specialist | $47,816 | $48,414 | $49,019 | 102% | $48,772 | $49,382 | $49,999 | TBD | 2026-27 Salary Multipled by the TBD Adj. Factor | | |
| Technical Support Specialist | $39,799 | $40,296 | $40,800 | 102% | $40,595 | $41,102 | $41,616 | TBD | 2026-27 Salary Multipled by the TBD Adj. Factor | | |

**Annual Additional Compensation:**

| **Longevity: (Years in MAS District Office Position)** | |
|---|---|
| 4 - 6 | $250 |
| 7 + | $500 |

This salary schedule appiles to all District Technology Staff with an effective start date of December 1, 2025 or later in one of the listed positions

The Board of Education approves all salary schedules and may make modifications for market corrections. The Superintendent may recommend that an individual be placed at a higher level on the salary schedule.

Individuals on the salary schedule are eligible for increases on an annual basis pending individual performance and the district's financial conditions.

Milan Area School Board of Education Approved 9/9/2026

**ATTACHMENT D**

# Milan Area Schools District Office Staff Salary Schedule (Revised 9/9/2026)

| | 2025-26 Annual Base Salary | | | 2026-27 Annual Base Salary | | | | 2027-28 Annual Base Salary | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Director Position** | Level 1 | Level 2 | Level 3 | Adjust. Factor% | Level 1 | Level 2 | Level 3 | Adjust. Factor% | Level 1 | Level 2 | Level 3 |
| | | | | | | | | | | | |
| Administrative Assistant to the Superintendent | $45,000 | $45,563 | $46,132 | 102% | $45,900 | $46,474 | $47,055 | TBD | 2026-27 Salary Multipled by the TBD Adj. Factor | | |
| Manager - Accounts Payable/Receivable | $40,000 | $40,500 | $41,006 | 102% | $40,800 | $41,310 | $41,826 | TBD | 2026-27 Salary Multipled by the TBD Adj. Factor | | |
| Manager - Payroll/HR | $75,000 | $75,938 | $76,887 | 102% | $76,500 | $77,456 | $78,424 | TBD | 2026-27 Salary Multipled by the TBD Adj. Factor | | |

**Annual Additional Compensation:**

| **Longevity: (Years in MAS District Office Position)** | |
|---|---|
| 4 - 6 | $250 |
| 7 + | $500 |

This salary schedule appiles to all District Office Staff with an effective start date of July 1, 2025 or later in one of the listed positions

The Board of Education approves all salary schedules and may make modifications for market corrections. The Superintendent may recommend that an individual be placed at a higher level on the salary schedule.

Individuals on the salary schedule are eligible for increases on an annual basis pending individual performance and the district's financial conditions.

Milan Area School Board of Education Approved 9/9/2026

**ATTACHMENT E**

# Milan Area Schools Directors Salary Schedule (Revised 9/9/2026)

| | 2025-26 Annual Base Salary | | | 2026-27 Annual Base Salary | | | | 2027-28 Annual Base Salary | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Director Position** | Level 1 | Level 2 | Level 3 | Adjust. Factor% | Level 1 | Level 2 | Level 3 | Adjust. Factor% | Level 1 | Level 2 | Level 3 |
| Technology Director | $80,000 | $81,000 | $82,013 | 102% | $81,600 | $82,620 | $83,653 | TBD | 2026-27 Salary Multipled by the TBD Adj. Factor | | |
| Buildings & Grounds Director | $85,000 | $86,063 | $87,138 | 102% | $86,700 | $87,784 | $88,881 | TBD | 2026-27 Salary Multipled by the TBD Adj. Factor | | |
| Assistant Director of PECC | $71,000 | $71,888 | $72,786 | 102% | $72,420 | $73,325 | $74,242 | TBD | 2026-27 Salary Multipled by the TBD Adj. Factor | | |
| Transportation Director | $55,000 | $55,688 | $56,384 | 102% | $56,100 | $56,801 | $57,511 | TBD | 2026-27 Salary Multipled by the TBD Adj. Factor | | |
| Library Director | $55,000 | $55,688 | $56,384 | 102% | $56,100 | $56,801 | $57,511 | TBD | 2026-27 Salary Multipled by the TBD Adj. Factor | | |
| Athletic Director | $80,000 | $81,000 | $82,013 | 102% | $81,600 | $82,620 | $83,653 | TBD | 2026-27 Salary Multipled by the TBD Adj. Factor | | |
| Theater Director | $40,000 | $40,500 | $41,006 | 102% | $40,800 | $41,310 | $41,826 | TBD | 2026-27 Salary Multipled by the TBD Adj. Factor | | |
| Adult Education Director | $50,000 | $50,625 | $51,258 | 102% | $51,000 | $51,638 | $52,283 | TBD | 2026-27 Salary Multipled by the TBD Adj. Factor | | |

**Annual Additional Compensation:**

| **Longevity: (Years in MAS Director Position)** | |
|---|---|
| 4 - 6 | $500 |
| 7 + | $1,000 |

This salary schedule appiles to all Directors with an effective start date of August 1, 2025 or later in one of the listed positions

The Board of Education approves all salary schedules and may make modifications for market corrections. The Superintendent may recommend that an individual be placed at a higher level on the salary schedule.

Individuals on the salary schedule are eligible for increases on an annual basis pending individual performance and the district's financial conditions.

Milan Area School Board of Education Approved 9/9/2026

**ATTACHMENT F**

# Milan Area Schools Administrative Salary Schedule (Revised 9/9/2026)

| | | 2025-26 Annual Base Salary | | | | 2026-27 Annual Base Salary | | | | 2027-28 Annual Base Salary | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Admin. Position** | **Current Days** | Level 1 | Level 2 | Level 3 | Adjust. Factor% | Level 1 | Level 2 | Level 3 | Adjust. Factor% | Level 1 | Level 2 | Level 3 |
| Paddock Principal | 218 | $90,000 | $91,125 | $92,264 | 102% | $91,800 | $92,948 | $94,109 | TBD | 2026-27 Salary Multipled by the TBD Adj. Factor | | |
| Symons Principal | 218 | $94,135 | $95,312 | $96,503 | 102% | $96,018 | $97,218 | $98,433 | TBD | 2026-27 Salary Multipled by the TBD Adj. Factor | | |
| MMS Assistant Principal | 208 | $88,893 | $90,004 | $91,129 | 102% | $90,671 | $91,804 | $92,952 | TBD | 2026-27 Salary Multipled by the TBD Adj. Factor | | |
| MMS Principal | 218 | $99,880 | $101,129 | $102,393 | 102% | $101,878 | $103,151 | $104,440 | TBD | 2026-27 Salary Multipled by the TBD Adj. Factor | | |
| MHS Assistant Principal | 208 | $93,387 | $94,554 | $95,736 | 102% | $95,255 | $96,445 | $97,651 | TBD | 2026-27 Salary Multipled by the TBD Adj. Factor | | |
| MHS Principal | 218 | $104,874 | $106,185 | $107,512 | 102% | $106,971 | $108,309 | $109,662 | TBD | 2026-27 Salary Multipled by the TBD Adj. Factor | | |
| Exec. Dir. of Early Childhood | 218 | $90,000 | $91,125 | $92,264 | 102% | $91,800 | $92,948 | $94,109 | TBD | 2026-27 Salary Multipled by the TBD Adj. Factor | | |
| Exec. Dir. of Finance | 218 | $96,033 | $97,233 | $98,449 | 102% | $97,954 | $99,178 | $100,418 | TBD | 2026-27 Salary Multipled by the TBD Adj. Factor | | |
| Exec. Dir. of Student Services | 218 | $110,366 | $111,746 | $113,142 | 102% | $112,573 | $113,980 | $115,405 | TBD | 2026-27 Salary Multipled by the TBD Adj. Factor | | |
| Assistant Superintendent | 218 | $123,908 | $125,457 | $127,025 | 102% | $126,386 | $127,966 | $129,566 | TBD | 2026-27 Salary Multipled by the TBD Adj. Factor | | |

**Annual Additional Compensation:**

| **Longevity: (Years in MAS Admin Position)** | |
|---|---|
| 4 - 6 | $1,000 |
| 7 + | $2,500 |

| **Annuity:** |
|---|
| $2,400 |

| **Education Factor Annual Payment:** | |
|---|---|
| Second Advanced Degree (Master's/Specialist) | $1,000 |
| Doctoral Degree | $1,000 |

This salary schedule appiles to all administrators with an effective start date of June 1, 2025 or later in one of the listed positions, as defined in the Administrator's Handbook

Administrators hired into a listed position with an effective start date of June 1, 2025 or later, with prior years expereince in another listed position, will maintain longevity status defined in the Administrator's Handbook

The Board of Education approves all salary schedules. The Superintendent may recommend that an individual be placed at a higher level on the salary schedule.

Individuals on the salary schedule are eligible for increases on an annual basis pending individual performance and the district's financial conditions.

Milan Area School Board of Education Approved 9/9/2026