

**Collective Bargaining Agreement**

**Between**

**Ypsilanti Community Education Association, MEA-NEA “YCEA”**

**And the**

**Board of Education**

**Ypsilanti Community Schools**

**July 1, 2024 – June 30, 2026**

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## ARTICLE 1 • RECOGNITION

### Section 1.

The Ypsilanti Community Schools ("District") hereby recognizes the Ypsilanti Community Education Association, MEA-NEA ("Association") as the exclusive representative for the purpose of collective bargaining for all salaried certified teachers (including culture and climate coaches who are certified teachers who are subject to the Agreement Clause below, Instructional Coaches, psychologists, social workers, speech and language pathologists, teacher consultants, occupational and physical therapists, nurses, counselors, adult education teachers and family support specialists employed by the District; but excluding all substitute or temporary teachers, administrators, managers, directors, executives, supervisors, coordinators, computer/IT staff, community liaisons, business office staff, human resources staff, temporary employees, seasonal employees, substitutes, non-teaching adult education staff, extra-curricular staff not otherwise included in the unit, staff in pilot programs who are not employees already in the bargaining unit due to their other regular assignments (not to exceed two years), paraprofessionals, associate teachers, security staff, non-certified library staff, all employees included in any other bargaining unit of the District, and all other employees of the District.

#### **Agreement Clause**

Culture and Climate Coaches who were hired by July 2023-24 and hold valid teaching certifications. The list of individuals covered under this clause shall be finalized and capped upon the ratification of this agreement. The Union President and the Human Resources Department shall jointly agree on the names of the staff members who will be covered under this provision. This agreement shall not limit the autonomy of the assignment of potential new hires.

### Section 2.

The term "employee" when used in this Agreement shall refer to the employees in the bargaining unit described in Section 1, above.

### Section 3.

It is expressly understood that non-bargaining unit employees may perform bargaining unit work only in emergencies, in circumstances not resulting in the layoff of bargaining unit members, and otherwise as agreed to by the parties.

## ARTICLE 2 • BOARD RIGHTS

### Section 1.

Except as specifically stated to the contrary in this Agreement, nothing in this Agreement is to be construed as limiting the District's or its Board of Education's rights as provided by Michigan law. Therefore, the District retains all rights it had prior to the making of this Agreement except as specifically provided in this Agreement.

### Section 2.

Among those rights the district retains, by example and without limitation except as provided above, are the right: to manage District operations and to direct and assign the work force; to determine and change the methods and manner services are provided; to introduce new methods or improved methods of instruction, operations or equipment (including on-line/distance learning); to determine the curriculum and means for educating students, including to determine qualifications; to determine and modify the size of the workforce, including the right to determine when vacancies exist and the

means for filling vacancies; to determine the extent to which and the manner and means its business will be operated or shut down in whole or in part; to determine whether and to what extent any work shall be performed by employees and how it shall be performed; to maintain order and efficiency in the school facilities and its programs including the right to select, hire, promote, schedule, demote, discipline, lay off, assign, transfer, train and terminate employees; instruction; to determine performance evaluation instruments and standards and to evaluate employees; to make and change work assignments, and to transfer or reassign employees; to determine and change starting times, quitting times, schedules; to establish and operate pilot programs; to determine and change methods and means by which operations are to be carried on; to establish, change and abolish its policies, work rules, regulations, practices and standards/codes of conduct and to adopt new policies, work rules, regulations, and practices; and to assign duties to employees in accordance with the needs and requirements of the District, as determined by the District and as required by law.

### **Section 3.**

The District shall retain the sole right to suspend, discipline and discharge employees subject only to the express and specific terms of this Agreement and the Teachers' Tenure Act.

## **ARTICLE 3 • ASSOCIATION AND TEACHER RIGHTS**

### **Section 1.**

The provisions of this Agreement represent the wages, hours, and terms and conditions of employment negotiated between the Board and the Association pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947, as amended.

### **Section 2. President's Release**

The association President shall be released for one half (.5) of their scheduled workday. The YCEA will compensate Ypsilanti Community Schools for half of the release time per year for the life of the contract, YCEA will pay for the president's ORS as required by law. At the end of the president's term the said person will be reinstated and made whole to their position prior to their term unless both the president and the superintendent and/or designee mutually agree upon a new position.

### **Section 3.**

The Association shall have the right to use the school buildings and facilities at reasonable hours outside of the regular schools' hours for meetings, providing that arrangements are made sufficiently beforehand (normally at least five work days) with the building principal or appropriate administrator and such use does not interfere with the regular school or scheduled school activities. The Association agrees to promptly pay the District for any labor costs incurred by the District due to the Association's use of the facility, including the cost of any custodial or maintenance staff the District requires to be present during such use.

### **Section 4.**

Bulletin board, e-mail, mailboxes, and other media of communication shall be made available for the Association's reasonable use for official Association business. Such use must conform to District policies and procedures, and shall not be used to disparage the District or its staff or programs or to interfere with District operations.

## **Section 5.**

Representatives from the Association and District shall meet once a month during the school year to discuss issues that relate to the contract and working conditions, and collaborate on solutions for these issues unless canceled by mutual agreement.

## **Section 6.**

Seniority is defined as the length of unbroken service within the bargaining unit and shall be computed from the bargaining unit employee's first day of work since the most recent date of hire. All bargaining unit employees shall be ranked on the list in the order of their first day of work, as defined above.

Seniority for certified staff hired on the same date will be determined by the last four digits of their social security number, based on the highest number being the most senior and the lowest number being the least senior.

- a. No later than thirty (30) days following the ratification of this agreement, and by every September 30 thereafter, the employer shall prepare a seniority list.
- b. The seniority list shall be published and emailed to the YCEA union president and vice president who may share with each bargaining unit employee. Challenges or revisions to the list must be filed by November 1 of that same year; otherwise, the seniority list will be considered final for that school year. Should there be disagreement by November 1 of the school year, administration and the Association will have 10 work days to resolve the matter then the Board and Association shall submit the issue to Expedited Arbitration under the rules of the American Arbitration Association for determination of the final seniority list.
- c. All seniority is lost when employment is severed by resignation, retirement, discharge for non arbitrary and capricious reasons (and not reversed through the grievance procedure), or transfer to a non-bargaining unit position however, if an employee(s) is laid off, seniority is retained (frozen) until recall rights expire or are otherwise terminated by the employee.
- c. Seniority shall continue to accumulate when bargaining unit employees are on approved unpaid leaves of absence of one (1) year or less, or for the full duration of a leave of absence due to Military Duty leave.
- d. The Board shall use the seniority list from the previous school year (inclusive of any new hires that year), to determine any layoffs or recalls prior to October 1 of each school year as prescribed in Article 9 (Reduction in Personnel, Layoff and Recall).

## **Section 7. Certified Staff Discipline**

- a. No bargaining unit employee shall be disciplined for arbitrary and capricious reasons. "Discipline" under this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; discharges; and of probationary employees or other disciplinary actions. All discipline or adverse performance evaluations are subject to the grievance procedures outlined in this Agreement. Specific grounds for discipline must be provided in writing to the employee.

For the discharge or demotion of a tenured teacher or the non-renewal of a probationary teacher, the standards and procedures of the Michigan Teachers' Tenure Act, (MCL 38.71, et seq.) apply.

- b. Progressive Discipline

A program of progressive discipline shall be followed. The following progression of discipline for each unrelated incident shall be followed prior to the imposition of any other economic discipline on any employee of the bargaining unit:

0. Discussion of the problem - building administrative file
1. Verbal reprimand - personnel file
2. Written reprimand - personnel file
3. Suspension with pay
4. Suspension without pay
5. Discharge.

The parties recognize that the severity of an offense may provide just cause for the acceleration of the above progression of discipline.

c. Association Representation

The employer shall offer association representation to the bargaining unit employee when an allegation has been made against the employee by a parent, student, or colleague that is the subject of the meeting or if the administration suspects the employee may have committed some offense. The association representative shall be informed of the subject matter of any disciplinary meeting of a bargaining unit employee in advance. The employee shall be entitled to the specific representative of their choice, but if that person is not immediately available, the meeting will not be unreasonably delayed. If an employee declines representation, they may revoke that decision and seek representation at any time.

d. Personnel File

A bargaining unit employee will have the right to review the contents of their personnel file and to have a representative of the Association accompany them in such review, no more than two times per year unless agreed upon by the Superintendent and/or designee and the Association President and/or designee. The file must be available to the employee within 10 work days. Each file shall contain a record indicating who has reviewed it, the date reviewed.

e. Complaints

Formal complaints and all documentation against the bargaining unit employee shall be put in writing. Administrative action taken, and remedy shall be shared with the Association President. The bargaining unit employee may submit a written notation regarding the formal complaint, and the same shall be attached to the file copy of the formal complaint. When a formal complaint is to be placed in a bargaining unit employee's personnel file, the affected employee shall review, and sign. Such signature shall be understood to indicate awareness of the complaint, but in no instance shall said signature be interpreted to mean agreement with the content of the complaint.

Complaints, as defined in this Section, shall not be usable for the purposes of annual teacher performance evaluations unless the complaint is substantiated.

- f. The intent of cameras is to secure the buildings and to maintain a safe environment for students and staff. Cameras will be defined as District devices. Cameras will not be used to evaluate the performance of employees. If the review of camera data reveals alleged misconduct by a member, then the following process will be followed:
  - i. The member will be notified.
  - ii. The member and the Association President and/or designee may review the data depicting the alleged teacher misconduct, including relevant footage of the alleged incident.
  - iii. The member will be advised of their right to be represented in all investigatory meetings regarding the alleged incident.

## **Section 8**

Any formal disciplinary reprimand or other disciplinary action shall be issued in private.

## **Section 9.**

Any disciplinary document or individualized counseling or corrective directive placed in a teacher's personnel file shall be shown to the teacher before it is placed in the file.

## **Section 10.**

YCEA bargaining unit members will dress in a professional manner according to their assignment.

## **Section 11.**

The District shall provide reasonable assistance in preparation for and moving a classroom. If a teacher is involuntarily transferred and the move must be done outside of the regular workday, the teacher shall receive a \$300 stipend.

## **Section 12.**

Student Violence against a YCEA bargaining unit member:

- a. Neither actual physical violence toward YCEA bargaining unit members, nor intimidation by threat of violence will be tolerated from students.
- b. If a YCEA bargaining unit member is unable to work as a result of an injury from a violent student, as determined by the District's Health Service Provider, the YCEA bargaining unit member will be held harmless for the loss of wages for the first 5 scheduled work days following the incident providing the YCEA bargaining unit member's actions were in conformance with existing school policies. The YCEA bargaining unit member must report to Concentra, the district determined health provider or designee within one (1) to three (3) hours of the incident. In the event the YCEA bargaining unit member does not report to Concentra or the District determined designee, all loss of wages is null and void.
- c. A YCEA bargaining unit member may exclude a pupil from one (1) class period when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the YCEA bargaining unit member will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. In general, the pupil shall not be returned to the class until after consultation by the principal with the YCEA bargaining unit member, and if necessary, parent or Guardian.
- d. In the event there is a perceived student pattern of abuse, the bargaining member must request a meeting (in writing) with the administration and the union within 72 hours to address the issue.
- e. Personal property reimbursement at a cap of \$300 annually. Reimbursement is available only to the extent property damage is not reimbursed by all applicable insurance policies. Employees must provide documentation of personal insurance coverage available and

provide documentation of the cost of each item prior to obtaining reimbursement. Reimbursement is further conditioned upon a YCEA bargaining unit member following proper professional standards and all district policies regarding student/YCEA bargaining unit member relationships and have a written statement including the official incident report signed by the building administrator.

## **ARTICLE 4 • PROBATION AND OTHER JOB STATUS**

### **Section 1.**

All employees whose employment is covered by the Teachers' Tenure Act shall serve probationary periods as required by that Act, and to the extent they are awarded tenure under that Act, their employment shall be administered in accordance with that Act. Accordingly, the termination, demotion, layoff and denial of tenure of these employees shall not be subject to the Grievance Procedure in this Agreement or arbitration under their individual contracts.

### **Section 2.**

Employees whose positions are not covered by the Teachers' Tenure Act shall serve a probationary period of up to five years as determined appropriate by the District. Once said employees have successfully completed, in the sole discretion of the District, their probationary periods, said employees may only be terminated or demoted for reasons that are not arbitrary or capricious.

### **Section 3.**

In the event the arbitrary and capricious standard applicable to tenured employees under the Teachers' Tenure Act is modified by the Legislature, then the District agrees that it will meet with the Association for the purpose of negotiating over the standard(s) which shall be applied to employees under this Article.

## **ARTICLE 5 • WORK SCHEDULES**

### **Section 1.**

The normal scheduled work week for employees shall not exceed 37.5 hours based on a maximum 7.5 hour day, 5 days a week, except for negotiated holidays and break periods. Each employee shall be allowed a daily, minimum 30-minute duty-free lunch. When classes are in session, employees are to report to work 15 minutes before the building bell time for students. Staff who are assigned to students at bell time shall have ten of the fifteen initial minutes duty free. Employees also may be required to attend during, before or after the student school day: meetings; programs; after school or evening special events such as fun nights, curriculum nights, interest fairs, and other building/extra curricular events; PTO and school board meetings; open houses; and parent teacher conferences. All employees (excluding high school) are required to attend fall open house and three (3) other events per academic year. High school employees are required to attend fall open house and graduation ceremony, plus two (2) additional evening events per academic year. Employees will not be required to attend more than four (4) events per academic year during times other than the normal workday, exclusive of parent-teacher conferences. Staff will normally be given at least 3 days' notice of a need to attend such an event.

### **Section 2.**

There shall be no more than 135 minutes of staff meetings per month, not to exceed 3 meetings per month required unless an emergency arises. Student Support Services will attend no more than 65 minutes of meetings with the general population per month and 1 required meeting per month with student support services department Employees who work in multiple buildings may attend staff



meetings for the building in which they service the most students or may attend staff meetings for buildings in rotation without exceeding the monthly requirement. Staff will notify said administrators prior to the first day of school for students.

### **Section 3.**

Meetings, training, or professional developments that are held virtually can be attended from any location. If any component to that day's professional development is in-person, staff will attend that portion in-person.

### **Section 4.**

The parties will negotiate a traditional calendar structure which shall be in place for the life of this Agreement unless changed through further bargaining at the request of either party. The calendar will follow the county wide common calendar for breaks. Schedules for staff may vary by position/assignment.

### **Section 5.**

The District may reschedule days schools are closed for students and employees covered by this Agreement due to power outages or other reasons not in the District's control if the amount of these days causes the District to go below the state minimum number of required instructional hours and/or student days. Said rescheduled days shall be worked without additional compensation provided said employees were not required to report to work on the closed days.

### **Section 6.**

- a. All full-time classroom teachers shall normally receive no less than 250 minutes of preparation and planning time per week with no less than an average of 50 minutes of this time to be for daily preparation and planning time. During each day, there shall be at least one block of individual planning time which shall be no less than 25 consecutive minutes. The District shall endeavor to keep individual planning times equal among the elementary schools.
- b. If any classroom teacher does not receive his or her individual planning time due to providing "coverage" for another teacher, the employee shall be compensated at the rate of \$45.00 per missed planning time.
- c. If a non-classroom teacher is assigned to provide "coverage" for a classroom teacher, the non-classroom teacher shall be compensated \$45.00 per day. An employee will not be asked to sub for a classroom teacher for more than 3 days a week.
- d. If additional students are assigned to a classroom due to a teacher's absence, the district will ensure that class sizes do not exceed the limits set by the contract. Teachers who take on these additional students will receive an "extra duty" pay of \$30 per day in compensation.
- e. Staff must complete and submit the "Missed Planning Time Request" forms for "coverage" pay within 30 work days of such missed time. During the month of June, missed planning time must be submitted no later than June 15 of each year. Failure to submit the form within this timeframe may result in a loss of compensation for missed planning time.
- f. The hourly rate for "extra duty" pay shall be \$30 per hour.

### **Section 7.     Preschool Friday Compensation**

Preschool staff work Monday through Thursday with no breaks or planning time to meet the Licensing and Regulatory Affairs (LARA) guidelines. Due to this practice all preschool staff will receive a ½ day for planning and a ½ day for lunch on Fridays. In the event that Preschool has students on Friday to adjust for necessary hours of instruction preschool staff will be compensated at their regular hourly rate for those functions in addition to their regular compensation for those hours. All Preschool staff must report for their allotted preparation time on Friday.

If the district schedules professional development on Friday's, Preschool staff will be compensated at their regular compensation a full day for a full day and a half day for a half day in addition to their regular salary. Staff must be present at professional development to receive compensation. Timesheets will be submitted to payroll by the building administrator to validate these extra hours. Fall home visits are built into the preschool calendar prior to face to face instruction. If the district schedules spring home visits on Fridays, staff will be compensated. Preschool staff will be compensated at their regular compensation for the day in addition to their regular salary. Staff must be present at home visits to receive compensation.

## **ARTICLE 6 • CLASS SIZE AND STUDENT PLACEMENT**

### **Section 1.**

Subject to the provisions below, the District class sizes per regularly assigned class shall be subject to the following maximum numbers of students attending (i.e., physically present during the days preceding the count day) the class:

|                            |  |
|----------------------------|--|
| Transitional Kindergarten: | 20 students per class                                      |
| Kindergarten:              | 25 students per class                                      |
| 1st through 2nd grade:     | 28 students per class                                      |
| 3rd grade:                 | 30 students per class                                      |
| 4th through 5th grade:     | 32 students per class                                      |
| 6th through 12th grade:    | 32 students average per class; not to exceed 35 in a class |
| Alternative Education:     | 16 students per class                                      |
| YC2S :                     | Are the same as above class sizes                          |

### **Section 2.**

The count of students for the purposes of this provision shall be the count in the classrooms on the tenth (10<sup>th</sup>) school day after the official State count day for each semester. Any overage stipends payable under this Article shall be paid on or before the end of the semester to which the stipend is applicable, provided the teacher completes that semester.

### **Section 3.**

An elementary teacher who is a split-level classroom teacher shall receive a stipend of \$400 per applicable semester. The District shall endeavor to keep the maximum number of students to two (2) less than whichever grade level has the lowest class size limit.

### **Section 4.**

The above class size limits do apply to the unified arts (physical education, art, music, technology, etc.) at all levels, or co-teaching arrangements.

### **Section 5.**

The above class size limits do not apply to the performing arts (band, choir, orchestra, etc.) or special education classes. If any performing arts class exceeds 60 students, there shall be an additional teacher assigned to the classroom.



**Section 6.**

The District shall endeavor to have equal or close to equal numbers in the same grade level classrooms at the elementary level. If the class size of a self-contained classroom exceeds the applicable class size limit for a given semester, and subject to the following, the classroom teacher shall receive \$500 per extra student per semester. In the event the overage is due to space limitations in the building, however, in lieu of an overage stipend the District may provide partial relief through such means as the provision of an intervention teacher.

**Section 7.**

If the class size of a non-self-contained class exceeds the applicable class size limit for a given semester, the teacher shall receive \$100 for the term including the Fall count, and \$100 for the term including the Spring count, for each student over the class size limit as defined in Section 2, above.

**Section 8.**

When the number of students on Teacher Consultant or Resource Room caseloads in an elementary class is seven or more, co-teaching may be considered to provide additional support. Any co-teaching arrangement must be voluntary and shall be subject to the ongoing approval by the District.

**Section 9.**

Within each building, during the initial scheduling and on an ongoing basis, the District shall endeavor to reasonably balance students who are on IEPs or 504 plans, who are in the same grade level or in a specific class, among all sections of that grade or class. This does not apply to situations involving co-teaching or other alternate teaching settings.

**Section 10.**

The District shall inform teachers about placement of student(s) at least 24 hours prior to receipt of the students, with the exception of the period of time from the start of the school year through count day (including the tenth day after count day).

**Section 11.**

The District shall inform teachers about placement of student(s) who have an IEP or who have qualified for Section 504 accommodations at least 24 hours prior to receipt of the students, unless the day is student count day (including the tenth day after count day).

**Section 12.**

A meeting shall be scheduled within 10 days after the final counts are reported to the state (Nov. and March) in order to address options for solving class size problems.

**Section 13.**

No teacher shall have a class with both virtual and in person students at one time. A teacher may choose to do so by notifying administration in writing of that choice.

## ARTICLE 7 • QUALIFICATIONS, ASSIGNMENT, AND EVALUATIONS

### Section 1.

- a. Multiple rating categories that take into account student growth and assessment data or student learning objective metrics that have been negotiated with the Association.
- b. The use of student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation determination.
  - i. The student growth and assessment data or student learning objectives shall consist of measurable, long-term academic goals set for students that utilize available data as determined annually by the grade-level/department level teachers.
  - ii. The teacher shall be allowed to eliminate data attributable to students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data (in accordance with the "Student Growth Assessment Plan for the Purpose of Educator Evaluation").
  - iii. That data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.
- c. An employee's use of PTO, FMLA, school business days, YCEA business days, or other leaves will not be a factor in an evaluation unless there is a proven pattern of abuse.
- d. Website posting of required information for the evaluation tool;
- e. By October 30, 2024 the Parties will negotiate and reach consensus about (1) the utilization of the evaluation tool and the aligned "Danielson Scoring Scale" which amounts to 80% of the evaluation, and (2) how to measure student growth and assessment data or student learning objective metrics to be considered for 20% of the evaluation as well as the process for submitting data ("Student Growth Assessment Plan for the Purpose of Educator Evaluation" including the "Student Growth Data Collection Tool").
- f. The tenants of MCL 1249 apply to this section.
- g. Before the above negotiated evaluation tool, the Student Growth Assessment Plan for the Purpose of Educator Evaluation including the Student Growth Collection Tool goes into effect, it shall be approved by the YCEA union president.

### Section 2. Process

The negotiated Performance Evaluation System, "Post-observation Feedback Form", "Year-End Evaluation Reporting Form", "Individual Development Plan (IDP) Form," and "Performance Improvement Plan (PIP) Form" can be found on "iObservation" or the District's approved evaluation platform. The "Student Growth Assessment Plan for the Purpose of Educator Evaluation" including the "Danielson Scoring Scale", and "The Student Growth Data Collection Tool", are attached and included in this Agreement in the Appendix C (Performance Evaluation System).

- a. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
- i. The teacher shall be notified no later than September 30 of each year (or within 30 days of hire if employee is hired after September 30) who the administrator will be that conducts their year-end evaluation. If there are extenuating circumstances such as an administrator retired, is on sick leave, etc., then the teacher shall be notified as soon as possible who the administrator will be that conducts their year-end evaluation.
  - ii. Staff who work in multiple buildings will be evaluated by the administrator in their primary building (the building in which they spend the most time). In case of an even time split, the evaluating administrator shall be identified by October 31 of each year.
  - iii. The formal observation shall be no less than twenty (20) minutes and the observer must be present in the physical space.
  - iv. There shall be notice of the first formal observation, excluding walkthroughs. The second formal observation may be unannounced. The announced observation date will be given to the teacher at least two (2) school days prior to the observation.
  - v. Feedback will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than fifteen (15) school days after the observation occurred. At the post-observation meeting, the teacher will be provided written feedback on that observation. The meeting requirement can be satisfied by written correspondence. The evaluated certified staff member may request an in-person meeting which shall be granted.
  - vi. All monitoring or observation of a certified staff shall be conducted openly and with full knowledge of the certified staff.
  - vii. There shall be at least 2 formal classroom observations of a teacher in each school year the teacher is evaluated that are conducted, teachers may request their second observation to be 45 calendar days apart from their first. The first observation shall occur no later than the end of the first semester. Staff may request a mid-year progress report.
- b. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of “effective” (Previously “highly effective” or “effective”), “developing” (Previously “minimally effective”) or “needing support” (Previously “ineffective”).
- i. The year-end evaluation determination and form shall be delivered at a meeting with the evaluating administrator and the teacher no later than May 30 of each year. Teachers may provide rebuttal evidence for their evaluations through June 20.
  - ii. In the event there is no evaluation as described above, the teacher shall be deemed “effective” per the evaluation determination.
  - iii. The meeting requirement can be satisfied by written correspondence.

- iv. The evaluated certified staff member may request an in-person meeting which shall be granted.
- c. Teachers who work less than 60 days in any school year or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process shall be rated 'unevaluated' If a teacher receives an unevaluated designation, the teacher's rating from the previous school year, must be used for consecutive purposes with the exception of a first year YCS teacher.
- d. For the 2024-2025 school year, tenured teachers who have been rated "Highly Effective" for three (3) consecutive year-end evaluations including the 2023-24 school year will be evaluated again in three years (2026-2027 school year) and be placed on the triannual track. Tenured teachers who were rated highly effective and not evaluated in the 2023-2024 school year will be evaluated in the 2025-2026 school year and be placed on the triannual track.
- e. Tenured Teachers that were rated in any combination of highly effective and effective for three (3) consecutive year-end evaluations including the 2023-2024 school year will be evaluated again in the 2025-2026 school year and be placed on the triannual track.
- f. If a Teacher on the triannual track is placed on a PIP or transfers to a new position the Superintendent may choose to move the Teacher to annual evaluations.
- g. In addition to the above procedures (Sections D. 1-4), teachers who are evaluated with a Performance Improvement Plan (PIP) (received a "minimally effective", "ineffective" prior to July 1, 2024, or "needing support", or "developing" rating thereafter, and/or probationary teachers) shall be provided the following:
  - i. specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.
  - ii. training to be provided by the district to assist the teacher in meeting the goals of the PIP.
  - iii. a mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section B.1 above and completed no later than mid February that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing PIP.
  - iv. a Mentor teacher that is informed of the conditions and requirements of the PIP in order to assist the mentee in the described performance goals of the PIP. Mentor teachers and Mentee Teachers shall receive all meeting time requirements and mentorship meeting logs by the second meeting.
  - v. The YCEA president will be notified of any certified staff member given a PIP. The district shall share the names of Teachers on a PIP with the Association President within 15 work days of notification to the teacher.

- h. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

### **Section 3. Rights of Tenured Teachers**

A tenured teacher who is rated as “needing support” shall have the following due process rights to challenge said rating as provided in Section 1249 of the Revised School code.

- a. The teacher who is not in a probationary period and rated as needing support may request a review meeting of the evaluation and the rating to the district’s superintendent. Such request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than fifteen (15) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.
- b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
  - i. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.
  - ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.
- c. A tenured teacher who receives two (2) consecutive ratings of “needing support” may demand to use the grievance procedure as outlined in Article 12 (Grievance Procedure).

### **Section 4. Training on Evaluation System, Tools, and Reporting Forms**

Documents will be given in the first staff meeting of the year (with the exception of 2024-2025 school year which will be by October 30). At the beginning of the 2024-2025 school year, the district shall provide, during contractually scheduled Professional Development time, training to all teachers on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process by October 30. Each year thereafter, this training will be provided for all certified staff that are new to the district by September 30.

### **Section 5 State Continuing Education Clock Hours (SCECHS)/DPPD**

State Continuing Education Clock Hours (SCECHS) for professional development must be submitted in TeachPoint 30 days after receiving notification of availability. This includes the completion of professional development feedback and uploading professional development acquired outside of the district (YCS). The SCECH Coordinator will then upload the DPPD/SCECH hours to the Michigan Department of Education Online Certification System (MOECS) for recording. The DPPD/SCECH hours will be stored in the MDE Learning Log, which will allow them to be used to meet certification renewal requirements. DPPD/SCECH hours earned outside of YCS must be uploaded by the employee on a monthly basis. Failure to submit feedback in Teachpoint and upload professional



development outside of the district within the time limit above may not be accepted by the SCECH Coordinator or MOECS.

## **ARTICLE 8 • VACANCIES, PROMOTIONS, AND TRANSFERS**

### **Section 1. Definitions**

#### **a. Certification**

“Adequately certified” shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is the certified staff’s responsibility to file such certificates, endorsements, licenses, with the Human Resources Office. The certification status of a certified staff on file with the district shall be considered conclusive for all purposes under this Agreement.

- i. The certified staff shall provide written notice to the Human Resources Office. and Association of any change to their certificates, endorsements, or licenses after the original filing of the same with the district. This shall include notice of any additional endorsements, certificates, or renewals, as well as expirations, revocations, and any limitations thereon.
- ii. A Teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Human Resources Office within 30 days of receiving the certification, change or renewal.
- iii. If a teacher petitions for nullification of their teaching certificate or any endorsement, the teacher must provide written notice of that petition to the Human Resources office within 30 days from the notification of the nullification.

#### **b. Qualification**

Certified staff shall be considered qualified for positions for which they possess the appropriate adequate certification. Further, their degree of “qualified” status for any position in the district shall be determined by the process outlined in Article 8, Section 4, c.

For purposes of this Agreement, a vacancy shall be defined as any position within the bargaining unit presently unfilled, position(s) filled during the previous year on an interim basis, and newly created positions.

### **Section 2. Vacancy/Promotions Outside YCEA**

- a. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. However, the hiring of administrative personnel is the sole responsibility of the administration and the Board of Education. Administrators who have been hired from the Ypsilanti Community teaching staff and are being transferred back to the teaching staff from a supervisory or administrative position in the school District (pursuant to the applicable laws) shall be credited with the amount of PTO accumulated at the time of transfer. Any member of the YCEA who moves

to another bargaining unit during the school year must notify the association and administration by May 15 that school year to their previously held position.

- b. Whenever a vacancy in any professional position inside or outside of the Bargaining Unit arises the District shall publicize the position by an email to "YCS-ALL" notice of such vacancy and by posting the vacancy on "Frontline" (or the District's designated application platform). Any qualified certified staff may apply in writing.

### **Section 3. Notification (Posting) of Vacancies and Application**

Vacancies, including newly created positions, shall be provided via email to YCS-ALL and posted as described above prior to being filled. Bargaining unit employees may apply by submitting an application using "Frontline" (or the District's designated application platform).

By June 1<sup>st</sup> a list of potential vacancies for the upcoming school year will be sent in an email to YCS-ALL.

### **Section 4. Awarding of Vacancies**

- a. Qualified internal applicants shall be considered and awarded the position prior to considering external applicants, provided that the applicant's current position does not become unfillable, no legal restrictions exist, and the union president will be advised.
- b. When an internal candidate is awarded the position after the school year has begun, then they will remain in their current position until the following school year. Awarding a vacancy to external applicants shall only occur as an interim assignment. If no existing bargaining unit employee applies within 10 days of the posting in "Frontline" (or the District's designated application platform) then the external applicant shall be awarded the position.
- c. The parties agree that bargaining unit positions should be filled by the most qualified candidate that holds the appropriate certification, permit, or license for the position. The most qualified and adequately certified internal applicant shall be awarded the position, and the union president will be advised and shall be determined as follows:
  - i. Employees awarded the position must have been rated as "highly effective" or "effective" in their previous three evaluations. In the event no internal employee meets this criterion, then this requirement shall not apply.
  - ii. If 2 or more employees equally meet the above standards, then seniority shall be the tie breaker.

### **Section 5. Transfers**

- a. Definition of "Transfer"

A "transfer" shall be defined as either a voluntary or involuntary change in:

- i. a bargaining unit employee's position or assignment to another position or assignment within the bargaining unit,

- ii. classrooms, office, or building assignment.
- iii. grade level(s) included in an assignment in Preschool-5,
- iv. subject area(s) included in an assignment,
- v. a non-classroom assignment in the recognition clause.
- vi. Special Education assignment, etc.

Filling of vacancies through transfers shall be first governed by the language in Article 8, Section 4, pertaining to vacancies. Other transfers will be governed by this Section (Article 8 Section 5).

b. Voluntary Transfers

- i. A request for a transfer for an open position may be made within 10 days of the posting by application in "Frontline" (or the District's designated application platform). Subject to possessing adequate certification and relevant special training as indicated in the posting, a request for voluntary transfer shall be made in mutual agreement between the Human Resources Department and the Association President. No bargaining unit employee shall be discriminated against because of a request to transfer. Vacancies caused by a voluntary transfer shall be posted unless that vacated position is eliminated.
- ii. If an employee is requesting a transfer for a vacancy that posts after the beginning of the school year the employee may follow the above steps in b.1.

c. Involuntary Transfers

- i. In the event of an involuntary transfer due to the need to fill an immediate critical vacancy, the District shall initiate and complete the transfer within seven (7) workdays. The affected teacher shall have the right to request a meeting with District administration and union representatives to discuss the circumstances of the transfer and to explore the possibility of reversing the decision. Under no circumstances shall a teacher be transferred for arbitrary or capricious reasons. The specifics of the use of involuntary transfers as part of staff reduction shall be outlined in the Layoff & Recall Article of this Agreement.
- d. No certified staff member shall be involuntarily transferred to implement a school improvement plan developed pursuant to any enacted State or Federal Laws unless required by that statute or by the Michigan Department of Education.

## ARTICLE 9 • REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

### Section 1 Definitions

a. Certification

"Adequately certified" shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is



the certified staff's responsibility to file such certificates, endorsements, licenses, with the Human Resources Office. The certification status of a certified staff on file with the district shall be considered conclusive for all purposes under this Agreement.

- i. The certified staff shall provide written notice to the Human Resources Office, and Association of any change to their certificates, endorsements, or licenses after the original filing of the same with the district. This shall include notice of any additional endorsements, certificates, or renewals, as well as expirations, revocations, and any limitations thereon.
  - ii. A Teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Human Resources Office within 30 days of receiving the certification, change or renewal.
  - iii. If a teacher petitions for nullification of their teaching certificate or any endorsement, the teacher must provide written notice of that petition to the Human Resources office within 30 days from the notification of the nullification.
- b. Qualification

Certified staff shall be considered qualified for positions for which they possess the appropriate adequate certification. Further, their degree of "qualified" status for any position in the district shall be determined by the process outlined in Article 8, Section 4, c.

## **Section 2      Process**

- a. It is understood by the parties that a reduction in staff may be required in the event of a financial emergency, a reduction in student enrollment, or a reduction in funding. Reduction in force decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249. Decisions about the reduction and recall of teachers will be guided by the following criteria:
    - i. Retaining the most effective staff based on an average of their last three final evaluation scores who are certified and qualified to instruct the courses within the curriculum and academic level(s).
    - ii. In the event that all indicators are the same, seniority will be used as a tie-breaker
- This section is subject to re-negotiation at the conclusion of this contract.
- b. After a reduction of certified staff as outlined above, if there are teaching positions that are created and/or vacant, certified staff will be recalled if they are certified and qualified for the vacancy, provided the teacher was rated at least effective. In the event all things are equal, seniority will be the tie-breaker.
  - c. The Association will be given a list of the potential staff being laid off at least fifteen (15) work days before the layoff notices are distributed to the certified staff. The Association President and the Head of Human Resources shall meet at least ten (10) work days before layoff notices are distributed to review said list and rationale. Staff being laid off shall receive a 60 calendar day notice in writing.

- d. The Board shall give written notice of layoff or recall from layoff by sending a registered letter by US mail or email or certified letter to staff at their last known address. It shall be the responsibility of the staff to notify Human Resources of any change in address. The district shall give the Association President a list of staff being laid off or recalled 15 work days before the staff is notified.
- e. The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualification on file with the Board at the time the layoff occurs. The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent. It is the employee's responsibility to validate certification and to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.
- f. It is understood that no new certified and qualified staff will be hired until certified and qualified staff eligible for recall have been recalled as provided in this Article.
- g. A certified staff member refusing an offer of recall to a position for which the certified staff is adequately certified and most qualified as defined above and which is equivalent to the one from which they were laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall.

Certified staff laid off shall have insurance benefits continued and paid by the Board until the end of the second month for those members who have less than a year of MESSA medical with the district after the actual month of layoff. After that, a laid-off staff member may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

## **ARTICLE 10 • PAID LEAVE**

### **Section 1.**

Paid leaves are absences from scheduled work days during which eligible employees are paid. A statement of paid time off can be found on each employee's paycheck stub. Said days shall have no cash value upon termination for any reason.

### **Section 2. Paid Time Off**

- a. Full-time employees shall earn the equivalent of 12 days of paid time off ("PTO") per academic year. For District record-keeping purposes, each day of PTO shall be 7.5 hours. Part-time employees shall receive PTO on a prorated basis based on the percentage of their regular assignment of a full-time assignment. When employment begins after the beginning of an academic year, PTO accrual shall be prorated for that academic year. Employees in their first year of employment with the District shall be credited with half of their PTO at the beginning of each semester. In subsequent years, employees shall be credited with all of their PTO at the beginning of the school year. In the event of separation for any reason during a regular academic year, however, any prorated portion of such accrual used but not earned shall be due to the District as an overpayment, and shall be deducted from the employee's last pay, if possible.
- b. PTO may be used for any reason other than for the purpose of extended vacation or travel (e.g., week-long vacations, pre-planned leisure travel, etc.) unless otherwise approved by the Superintendent. Except in cases of illness or when the PTO is used to care for

someone else who is ill, the employee shall provide the District with at least 3 days prior written notice of the PTO to be used. In other circumstances, the employee shall provide the District with at least two hours prior notice, if possible. Notwithstanding the above, PTO may not be used the day before or after a holiday unless approved by the Human Resource or his/her designee. PTO must be used in half-day (i.e., 3.75 hour) increments.

- c. The proper procedures for securing substitute coverage must be followed by any employee using PTO.
- d. The maximum PTO accrual shall be 70 days. If an employee has at least 30 days in his or her PTO bank, they may cash-in up to 10 days a year at the daily substitute rate. Employees will be allowed to do so once per year as determined by the District. Days used in excess of 12 in one school year may only be used for sick leave. A doctor's note may be required if an employee uses more than 12 PTO days in a school year or has a pattern of absences suggesting an abuse of the PTO program (e.g., frequent use for sick leave purposes or frequent extensions of weekends).
- e. Staff who have exemplary attendance (0-2 days off during a school year) who meet the above criteria may cash in a total of 20 PTO days at the daily substitute rate. There is a maximum of 20 days for Section 2, letters d and e.

### **Section 3. Paid Bereavement Leave Days**

- a. Full-time and regular part-time employees shall be granted bereavement leave necessary for attending the funeral and dealing with the deceased's affairs when a death occurs in the employee's immediate and extended family as described below. Bereavement leave shall not be deducted from an employee's PTO.
- b. Up to 5 days shall be granted if needed for this purpose with respect to a member of the employee's immediate family. "Immediate family" is defined as parent, child, step-child, spouse, and domestic partner.
- c. Up to 3 days of bereavement shall be granted if needed for attending the funeral and dealing with the deceased's affairs when a death occurs in the employee's extended family shall be granted. "Extended family" shall be defined as grandparent, sibling, step-sibling, brother/sister-in-law, mother/father-in-law, and step parent.
- d. Bereavement leave may be extended beyond the above allotments with the approval of the Superintendent or designee. Any additional days that are approved must be taken as leave without pay if the employee has no PTO available, or taken as PTO if it is available.

### **Section 4. Jury Duty**

- a. Full-time and regular part-time employees called to serve on a jury at a court of record will be granted paid leave from their regularly scheduled workdays for this purpose upon notification and presentation of proper documentation. The employee shall keep his/her supervisor informed as to the dates of jury duty, and the supervisor will in turn inform the Human Resources Office so that proper accountability is provided.
- b. Any per diem compensation received for jury service by the employee on paid jury duty leave will be turned over to the District or, at the District's discretion, offset against the employee's pay.
- c. The employee must keep his/her supervisor informed as to the dates of jury duty, and

the supervisor will in turn inform the Human Resources Office so that proper accountability is provided.

#### **Section 5. Military Duty**

- a. Full-time and regular part-time employees who must serve two weeks per year with the National Guard or Army Reserve will be granted leave from work with pay for this purpose.
- b. Any per diem compensation received by the employee will be turned over to the District or, at the District's discretion, offset against the employee's pay.

### **ARTICLE 11 • UNPAID LEAVES OF ABSENCE**

#### **Section 1. General Unpaid Leave Policy**

All employees may be granted unpaid leaves. Whenever possible, requests for unpaid leave must be made in advance, in writing, to the Human Resources Office and include a statement of the reason for the request. The granting of such requests for unpaid leave is at the District's discretion, and such factors as the employee's record and the impact such a leave will have on operations, will be considered.

- a. Unpaid leaves will normally be for a fixed duration of no more than 30 calendar days, with exceptions due to recovery from illness or disability or other extenuating circumstances considered. Leaves may be extended if requested before their expirations when possible, but for no longer than for a total of one school year, and not in addition to FMLA leave. The employee will normally be returned to his or her former position upon the conclusion of the leave, if it is available, or a substantially similar position. Failure to return to work as scheduled by the expiration of the leave will be deemed to be voluntary termination of employment.
- b. Subject to the terms, conditions, and limitations of applicable health plans, District sponsored health insurance benefits will continue for the duration of the leave. Employees on unpaid leave, greater than 14 calendar days, are responsible for a prorated monthly premium, based on the amount of unpaid leave, toward health insurance and must forward that contribution to the District on a monthly basis. Sick benefits, as may be applicable, will not continue to accrue during an unpaid leave of absence. Earning resumes upon return to active status.
- c. Employees may not engage in any other employment during any leave of absence unless approved by the District in advance. Violation of this requirement may result in termination.
- d. If an employee fails to report to work promptly at the end of the approved leave, the employee may be subject to corrective action up to and including termination of employment.

#### **Section 2. Family and Medical Leaves of Absence**

The District follows the federal Family and Medical Leave Act ("FMLA"). The U.S. Department of Labor's general description of those rights is provided in Appendix C of this Agreement.

#### **Section 3. Educational/Sabbatical Leave**

- a. The District provides educational leaves of absence without pay or benefits to full time faculty and administrative employees who wish to take time off from work duties to pursue course work that is applicable to their job duties with the District. Eligible employees may apply for such leaves by submitting an application to the Human Resources Office.

- b. The leave may be granted at the District's discretion. When an educational leave ends, a reasonable effort will be made to return the employee to the same position or to a similar available position for which the employee is qualified.

#### **Section 4. Other Unpaid Leaves**

A leave of absence without pay and fringe benefits for up to one year may be granted at the District's discretion upon written application for (a) pursuing studies, travel, research, or a special teaching assignment resulting in potential advantage to the school system; (b) campaigning or serving in elected public office; (c) personal illness; (d) providing care for another person; (e) serving as President of the NEA, MEA, or WCEA; or (g) any other reason under the following conditions:

- a. Application for such leave must be filed in writing with the Superintendent or designee at least 3 months in advance whenever possible. The Superintendent or designee may request information documenting the purpose of the leave.
- b. If the leave is approved, the applicant shall be given written notice by the District stating that failure to notify the Superintendent or designee by 60 days prior to the expiration of the leave of intent to return or requesting an extension of the leave constitutes an irrevocable voluntary resignation.
- c. No salary schedule increments nor service credits shall be accrued while on leave without pay of more than one month.
- d. Upon return from the leave, the applicant shall be placed in his/her former position, if available. If the position is not available, the applicant shall be placed in a substantially similar position, if available and if the employee is qualified for the position. All benefits earned previous to the leave shall be restored.

#### **Section 5. Fitness for Duty**

- a. Nothing in this Agreement limits the District's right to require an employee to undergo a fitness for duty exam or other medical exam (including drug or alcohol testing). Medical exams required by the District, other than with respect to exams required to determine if an employee is able to return from a leave of absence, shall be at the District's expense by a physician or clinic designated or approved by the District.
- b. Nothing in this Agreement limits the District's right to place an employee on a paid or an unpaid leave of absence.

## **ARTICLE 12 • GRIEVANCE PROCEDURE**

#### **Section 1. Purpose and Definitions**

- a. For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement or the challenge of any disciplinary action taken against an employee. This procedure is the sole recourse employees shall have over such matters.
- b. The term "work days" as used in this procedure shall not include Saturday, Sunday and holidays (as observed by the District). Vacations during the District's traditional academic year (i.e., not the break between traditional academic years) are considered "holidays" for purposes of this provision.



## **Section 2. Time Limits**

- a. The number of days provided for in the presentation and processing of grievances in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. The time limits specified, however, may be extended by written mutual agreement between the District and the Association.
- b. The failure of a grieving employee to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the grievance. The failure of the District to answer a grievance within the time limits specified shall permit the grieving employee to proceed to the next step of the grievance procedure.
- c. No grievance may be filed or processed based upon facts or events which have occurred more than 15 work days before the grievance is reduced to writing.

## **Section 3. Procedure**

All grievances shall be presented and processed in accordance with the following procedure:

- a. Step One -- Any employee having a complaint, or an employee designated by a group of employees having a complaint, may discuss the complaint with the employee's supervisor.
- b. Step Two -- If the grievance is not resolved at Step One, the grievance shall be reduced to writing and presented to the employee's supervisor within 10 work days from the meeting with the employee occurred. The written grievance shall be signed by the grieving employee and shall set forth the nature of the grievance, the contract provision(s) alleged to have been violated, and the adjustment sought if known. The employee and the supervisor (or designee) shall meet to discuss the grievance. The supervisor shall give a written decision to the employee within 10 work days after receipt of the grievance.
- c. Step Three -- If the grievance is not resolved at Step Two, the grieving employee must refer the grievance, in writing, to Human Resources within 10 work days after the completion of Step Two. A Human Resources designee may meet with the grievant to discuss the grievance. The Human Resources Director shall give a written decision to the grievant within 10 work days after receipt of the grievance.
- d. Step Four -- If the grievance is not resolved at Step Three, the grieving employee must refer the grievance to the Superintendent within 10 work days after the completion of Step Three. The Superintendent (or designee) may meet with the grievant to discuss the grievance. The Superintendent shall give a written decision to the grievant within 15 work days after receipt grievance. The Superintendent's decision shall be final and binding unless the matter is subject to and appealed to Step Five (arbitration), below, in a timely manner.
- e. Step Five -- Except as limited below or otherwise provided in this Agreement, any grievance arising during the term of this Agreement, only, which is not resolved at Step Four may be submitted to arbitration by the Association submitting a written notice to the District's Superintendent within 15 work days after the completion of Step Four.
  - i. Only the Association (i.e., no individual grievant) may move a grievance to Step Five.
  - ii. No grievance regarding the discipline or termination of a probationary employee or any other matters specified in this Agreement as not being grievable shall be within the arbitrator's jurisdiction.
  - iii. Following the written request for submission to arbitration, representatives of the District and the Association shall attempt to agree on the selection of an arbitrator. If

mutual agreement on the selection of an arbitrator cannot be reached within 20 work days after the date of the receipt of the request for arbitration, the arbitrator shall be selected by alternating the option to strike names from a list of nine neutral arbitrators provided by the office of the American Arbitration Association responsible for administering labor arbitrations for southeast Michigan.

- iv. The hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. At the time of the arbitration hearing, either party shall have the right to examine and cross-examine witnesses.
- v. Neither party may assert a contractual claim or basis in support of its position which was not presented prior to arbitration.
- vi. The arbitrator's fee and expenses shall be borne equally by the parties to the proceeding. Each party shall be responsible for expense and compensation of its own witnesses or required participants. However, witnesses who are employed by the District shall be released from their duties to the extent necessary to participate as a witness or an aggrieved party to an arbitration proceeding at no expense to the Association. The Association agrees to keep the release time for witnesses to a minimum. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.
- vii. The arbitrator shall have no power to: (a) add to, subtract from, alter, or in any way modify the terms of this Agreement; (b) establish or modify any wage rate or benefit; (c) issue any order regarding how or where students may be placed; or (d) construe this agreement to limit the Board's discretion and rights except only as that discretion and those rights may be specifically limited by the express terms of this Agreement.
- viii. The arbitrator shall render a decision as soon as possible following the hearing. Decisions of the arbitrator, subject to the limitations set forth in this Agreement, shall be final and binding on the Association, its members, the employee or employees involved and on the District. Any award of back compensation shall not predate the date of the grievance by more than 10 days except to the extent the inability to file a grievance earlier was solely caused by the District. Any award of back compensation shall be offset by all earned income received during the applicable period (including all disability, unemployment and other pay received), as well as being fully adjusted by any failure on the individual's part to attempt to mitigate his/her damages. Interest, punitive damages and attorney fees shall not be awardable by the arbitrator.

#### **Section 4.**

The Association shall have the right to initiate a group grievance or grievances involving more than one employee at Step 3 of the grievance procedure within 15 days of the event giving rise to the grievance.

#### **Section 5.**

It is understood that each employee is subject to an individual agreement to arbitrate disputes the employee may have with the District. The right to arbitrate per those individual agreements is subordinate to the right to arbitrate disputes under this Agreement. Therefore, any dispute which may be grieved under this Agreement must be processed through this Grievance Procedure and only this Grievance Procedure, and shall not be subject to any other grievance procedure or arbitration agreement.

## ARTICLE 13 • SALARY AND BENEFITS

### Section 1. Salaries

- a. Effective upon ratification of this Agreement by both parties, employees who were employed by YCS in the 2023-2024 school year received one step on September 13, 2024 on the old scale. Those employees shall convert according to the compression schedule (Appendix A section 2) and be placed on the salary schedule (Appendix A section 1). Newly hired employees in the 2024-2025 school year, will convert according to the compression schedule (Appendix A section 2) and be placed on the salary schedule (Appendix A section 1) according to their hired level, not to exceed step 5. All employees shall receive one level in the 2025/26 school year.
- b. Employees hired after February 28 of any contract year will not advance to the next step until the beginning of the school year following one full year of service.
- c. Non Certified Preschool staff will be placed on the non certified preschool salary scale.
- d. All employees shall receive retroactive pay within 30 calendar days for the 2024-2025 employee school year upon ratification of this contract. This shall be prorated from an individual employee's start date.

### Section 2. Health, Dental, Vision, Life and ADD, and LTD Insurance

The health, dental, vision, life and LTD insurance made available to employees during the term of this Agreement shall be the same as that made generally available to other employees of the District, and on the same terms.

- a. Beginning January 1, 2025, the District shall cover \$400,000 for ancillary costs associated with dental, vision, life insurance and ADD, and long-term disability coverage for employees who are enrolled in medical benefits by December 13, 2024.

The district shall pay the amounts below directly to MESSA beginning January 1, 2025

#### 24 Pays

##### District Covers Monthly per person

|        |          |
|--------|----------|
| Single | \$59.78  |
| Two    | \$79.23  |
| Family | \$115.21 |

##### District Covers

##### Per pay per person

|        |         |
|--------|---------|
| Single | \$29.89 |
| Two    | \$39.61 |
| Family | \$57.60 |

#### 20 Pays

##### District Covers Monthly per person

|        |          |
|--------|----------|
| Single | \$74.73  |
| Two    | \$99.03  |
| Family | \$144.01 |

##### District Covers

##### Per pay per person

|        |         |
|--------|---------|
| Single | \$37.36 |
| Two    | \$49.51 |
| Family | \$72.00 |



In the event there are unused funds, the district shall collaborate with the union to provide a stipend which shall include new hires (January 2025 - December 2025) who were enrolled in district medical benefits. The target date for this stipend is June 2026. If an employee leaves the district, the employee is not entitled to the stipend.

It is understood that the district shall continue to cover the full ancillary costs associated with dental, vision, life insurance and ADD, and long-term disability coverage (PAK B) for employees who are not enrolled in medical coverage. This provision does not apply toward the \$ 400,000 mentioned above.

The District Annual Hard Cap rates shall be equal to the State annual hard cap rates. In the event that P.A. 152 is repealed, the district will agree to pay 3% more than the previous year's hard cap until we negotiate.

- b, For each employee not electing coverage under one of the District sponsored health plans during the term of this Agreement, the District shall pay the employee cash in lieu for those benefits of:

\$1800 for 2024

\$ 2400 for 2025 and following years

(This amount shall be prorated when an employee retires.)

### **Section 3. Extra Duty Compensation**

When an employee is assigned to perform an extra duty listed in Appendix B, the employee shall be paid for performing those duties at the rate provided therein. Extra duty assignments and renewals thereof are made at the District's discretion.

### **Section 4. Longevity**

5 – 10 years \$500.00

11 – 15 years \$750.00

16 – 20 years \$1000.00

21 and up \$1250.00 per year

## **ARTICLE 14 • CALENDAR**

### **Section 1. Calendar is attached in Appendix G.**

- a. Teacher record days may be done from the district or home. It is expected that all report cards are done by scheduled time if the teacher chooses to work from home.

## **ARTICLE 15 • STRIKES AND LOCKOUTS**

### **Section 1.**

So long as this Agreement is in effect, and for so long as strikes by employees covered by this agreement are not permitted under Michigan law, the Association will not cause, nor sanction its members to cause, nor encourage any member of the Association take part in any strike against the District, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with District's operations for any reason whatsoever.

Nor will the Association authorize or sanction the same. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the operation of the District, the Association shall take the necessary steps to avert or bring such activity to a prompt termination.

**Section 2.**

Any employee who violates the proscriptions of this provision will be treated in accordance with applicable State laws.

**Section 3.**

During the life of this Agreement, the District shall not lockout any employees covered hereunder.

**ARTICLE 16 • PARTIAL INVALIDITY, WAIVER, ENTIRE AGREEMENT AND AMENDMENTS**

**Section 1.**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**Section 2.**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be determined to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Upon such a determination, either party may seek to bargain with regard to the effect thereof by submitting written notice of an intent to bargain.

**Section 3.**

This Agreement constitutes the full and complete agreement between the District and the Association, being understood that nothing shall be implied as being binding on the parties hereto except to the extent expressly set forth in this Agreement.

**Section 4.**

This Agreement can only be modified by the express, written and signed agreement of both parties.

**ARTICLE 17 • MENTORING**

**Section 1.**

The district will provide 15 days of professional learning during the first three years of employment for non-tenured classroom teachers.

- a. Mentor Pay – The mentor will be paid \$1000.00 for the first mentee. For each additional mentee, the mentor will receive \$700.00. If a mentor reaches the maximum number of mentees (5), they will receive an additional \$500.00.
- b. Mentee Pay – Mentees will be paid a stipend of up to \$300.00. Pro-rated for each meeting attended.

## ARTICLE 18 • TERMINATION

### Section 1.



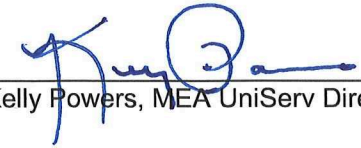
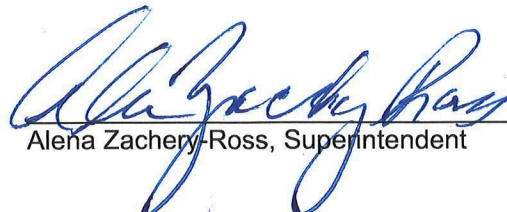
This Agreement shall remain in full force and effect upon ratification by both parties through June 30, 2026.

### Section 2.

This Agreement shall take effect upon its execution by both parties, and it supersedes any and all prior agreements or understandings between the parties.

**YPSILANTI COMMUNITY EDUCATION  
ASSOCIATION, MEA/NEA**

**YPSILANTI COMMUNITY SCHOOLS**

|   |                        |  |                        |
|---|------------------------|--|------------------------|
| <br>Charlotte Tillerson, President      | <u>8-13-25</u><br>Date | <br>Sue McCarty, Director of HR         | <u>8-13-25</u><br>Date |
| <br>Kelly Powers, MEA UniServ Director | <u>8/13/25</u><br>Date | <br>Alena Zachery-Ross, Superintendent | <u>8/13/25</u><br>Date |

## APPENDIX A • SALARIES

### Section 1

The Salary Schedule for all employees in the bargaining unit shall be:

| Level | Non-Cert<br>Preschool | BA       | MA       | ANC      |
|-------|-----------------------|----------|----------|----------|
| A     | \$38,900              | \$44,450 | \$47,950 | \$47,950 |
| B     | \$39,700              | \$46,850 | \$50,350 | \$50,350 |
| C     | \$40,900              | \$49,250 | \$52,750 | \$52,750 |
| D     | \$41,700              | \$51,650 | \$55,150 | \$55,150 |
| E     | \$42,900              | \$54,050 | \$57,550 | \$57,550 |
| F     |                       | \$56,450 | \$59,950 | \$59,950 |
| G     |                       | \$58,850 | \$62,350 | \$62,350 |
| H     |                       | \$61,250 | \$64,750 | \$64,750 |
| I     |                       | \$63,650 | \$67,150 | \$67,150 |
| J     |                       | \$66,050 | \$69,550 | \$69,550 |
| K     |                       | \$68,450 | \$71,950 | \$71,950 |
| L     |                       | \$70,850 | \$74,350 | \$74,350 |
| M     |                       | \$73,250 | \$76,750 | \$76,750 |
| N     |                       | \$75,650 | \$79,150 | \$79,150 |
| O     |                       | \$78,050 | \$81,550 | \$81,550 |
| P     |                       | \$80,450 | \$83,950 | \$83,950 |

| OLD SCALE | NEW SCALE |
|-----------|-----------|
| step 1    | A         |
| 2         | B         |
| 3         | B         |
| 4         | C         |
| 5         | D         |
| 6         | E         |
| 7         | F         |
| 8         | G         |
| 9         | H         |
| 10        | I         |
| 11        | J         |
| 12        | K         |
| 13        | L         |
| 14        | M         |
| 15        | N         |
| 16        | O         |
| 17        | O         |
| 18        | P         |
| 19        | P         |
| 20        | P         |

**\*Pre-school employees who are not certified (do not hold a valid teaching certificate) only, shall be on this scale.**

**Ancillary Staff includes: Registered Nurses will be placed on the ancillary scale and LPNs will be placed on the B.A. scale, Speech and Language Pathologists; School Social Workers with a masters degree will be placed on the ancillary scale and SSW with a bachelors will be placed on the B.A. scale; School Psychologists; Occupational Therapists; Physical Therapists; and Counselors.**

The following terms apply to the administration of and placement on the Schedule:

**1. Initial Placement (for new hires into the District)**

As a practice for initial placement, the District will consider the number of years of experience, divided by two, to determine the starting step, at a maximum of five steps (starting at Step 1), excluding hard to fill areas as defined by the state.

**2. Movement Between Lanes Due to Earning of In Subject Advanced Degree/Certification**

During the term of this Agreement, employees advancing from Bachelor's to Master's lanes of the above schedule because of a newly earned in-subject Master's Degree will move from the Bachelor's lane to the Master's lane upon the beginning of the semester following the earning of that degree. The course of study for the Master's program must be approved by the Human Resources Director.

## APPENDIX B • EXTRA DUTY STIPENDS

### ACCE

SLC Leader\* \$3000  
School Improvement \$1440  
Technology/Website Coordinator \$720  
Senior Class Sponsor \$720  
After-School Enrichment (2) \$360  
School Activities Coordinator/Sponsor \$360  
Yearbook \$720  
Testing Coordinator \$1080  
Robotics (First Tech Challenge) \$ 3000\*  
Pride Prom \$ 360  
Graduation Coordinator \$ 360

### Beatty

Lead Teacher \$1440  
Technology/Website Coordinator \$720  
Robotics First Lego League Discover - \$ 1500\*

### Erickson

Lead Teacher \$1440  
Safety Patrol \$720  
School Improvement\* \$1440  
Science Olympiad \$720  
Student Council \$720  
Technology/Website Coordinator \$720  
Testing Coordinator \$1080  
MTSS Coordinator \$2,500 (upon approval from MDE)  
    Robotics First Lego Land Explore (2-3) \$ 1500\*  
    Robotics Explore Challenge (4-5) \$ 1500\*

### Estabrook

Lead Teacher \$1440  
Safety Patrol \$720  
School Improvement\* \$1440  
Science Olympiad \$720  
Student Council \$720  
Technology/Website Coordinator \$720  
Testing Coordinator \$1080  
MTSS Coordinator \$2,500 (upon approval from MDE)  
Robotics First Lego Land Explore (2-3) \$ 1500\*  
Robotics Explore Challenge (4-5) \$ 1500\*

## **Ford**

Lead Teacher \$1440  
School Improvement\* \$1440  
Student Council \$720  
Technology/Website Coordinator \$720  
MTSS Coordinator \$2,500 (upon approval from MDE)  
Robotics First Lego Land Discover (Pre-K) \$ 1500\*  
Robotics First Lego Land Explore (K-1) \$ 1500\*

## **Holmes**

Lead Teacher \$1440  
Safety Patrol \$720  
School Improvement\* \$1440  
Science Olympiad \$720  
Student Council \$720  
Technology/Website Coordinator \$720  
Testing Coordinator \$1080  
MTSS Coordinator \$2,500 (upon approval from MDE)  
Robotics First Lego Land Explore (2-3) \$ 1500\*  
Robotics Explore Challenge (4-5) \$ 1500\*

## **Perry**

Lead Teacher \$1440  
School Improvement\* \$1440  
Student Council \$720  
Technology/Website Coordinator \$720  
MTSS Coordinator \$2,500 (upon approval from MDE)  
Robotics First Lego Land Discover (Pre-K) \$ 1500\*  
Robotics First Lego Land Explore (K-1) \$ 1500\*

## **Puentes**

Lead Teacher \$1440  
Safety Patrol \$720  
School Improvement\* \$1440  
Science Olympiad \$720  
Student Council \$720  
Technology/Website Coordinator \$720  
Testing Coordinator \$1080  
MTSS Coordinator \$2,500 (upon approval from MDE)  
Robotics First Lego Land Explore (2-3) \$ 1500\*  
Robotics Explore Challenge (4-5) \$ 1500\*

## **Y.I.E.S**

Lead Teacher \$1440  
Safety Patrol \$720  
School Improvement\* \$1440  
Science Olympiad \$720  
Student Council \$720  
Technology/Website Coordinator \$720  
Testing Coordinator \$1080  
MTSS Coordinator \$2,500 (upon approval from MDE)  
Robotics First Lego Land Explore (K-3) \$ 1500\*  
Robotics Explore Challenge (4-5) \$ 1500\*

## **YC2S**

Lead Teacher \$1440  
School Improvement\* \$1440  
Technology/Website Coordinator \$720  
Testing Coordinator \$ 1080  
Robotics (K-8) \$ 1500\*  
MTSS Coordinator \$2,500 (upon approval from MDE)

## **Middle School**

Band Director {Evening/Parades} \$1080  
Choir Director {Evening Concerts} \$1080  
Math Club/Academic Games \$360  
School Improvement Chair\* \$1440  
SLC Leader (4) \$3000  
Student Council \$720  
Yearbook \$1080  
Musical Director \$1080  
Testing Coordinator \$1080  
Web Tech/Technology \$720  
Robotics First Tech Challenge \$ 2000\*  
MTSS Coordinator \$2,500 (upon approval from MDE)

## **High School**

Band Camp Director \$720  
Band Director {Evenings/Parades} \$1080  
Calendar/Web Tech X 2 (ACTech/STEMM) \$720  
Art Director \$720  
Freshman Class Sponsor (2) \$540  
Sophomore Class Sponsor (2) \$540  
Junior Class Sponsor (2) \$540  
Senior Class Sponsor (2) \$540  
Graduation Coordinator \$ 360  
Math Department Chair \$3000  
Social Studies Department Chair \$3000  
Science Department Chair \$3000  
ELA Department Chair \$3000



Elective Department Chair \$3000  
 Special Ed Department Chair \$3000  
 Concert Choir Camp \$720  
 Marching Band \$1080  
 NSBE Or. Coordinator \$720  
 Musical Director (Vocal) \$720  
 National Honors Society \$720  
 Robotics Team Sponsor \$5000  
 Robotics Team Assistant \$2000  
 ACTech School Improvement Chair \$2160  
 STEMM School Improvement Chair \$2160  
 Skills USA Sponsor (4 at \$720 each)  
 Science Club/Field Trips \$360  
 SLC Leaders  
 (1 STEMM, 3 ACTech, 1 9<sup>th</sup> Grade, 1 10<sup>th</sup> Grade, 1 11-12<sup>th</sup> Grade) \$3000  
 Drama Performance Director \$1080  
 Yearbook \$2160  
 DECCA \$1080  
 Student Government \$1080  
 Testing Coordinator \$1080  
 MTSS Coordinator \$2,500 (upon in approval from MDE)

### **Summer School**

Teaching \$30/scheduled hour of work

### **District-Wide Assignments**

ELL \$3000  
 CTE Coordinator \$3000  
 Elementary Title 1 Coordinator \$1080  
 Special Olympics Coordinator \$720  
 Pre-K - 5 Coordinator Robotics \$3000(depending on the availability of grant funding)  
 6-12 Coordinator Robotics \$ 5000 (depending on the availability of grant funding)  
 Lead Social Work - Fully Licensed (K-12) \$ 3000

### **Unified Arts Department Chairs**

Art \$1080  
 Music \$1080  
 Physical Education \$1080

\*Amounts in this Appendix B are per position, which can be shared by multiple employees.

\*Requires documentation of attendance at required meetings.

\*\*Requires documentation of successful completion of required training.

All School Improvement Stipends remain the same for the 2024-2025 school year. Beginning with the 2025-2026 school year, all School Improvement Stipends will be \$ 1,800.

### **Medicaid Billing \$1000**

Employees must complete entire monthly caseload billing to receive end of the school year payment

## APPENDIX C • PERFORMANCE EVALUATION SYSTEM

- a. [Student Growth Assessment Plan for the Purpose of Educator Evaluation including the Student Growth Data Collection Tool](#)
- b. Danielson Scoring Scales

### Contract Language:

For the 2024-2025 school year, tenured teachers who have been rated “Highly Effective” for three (3) consecutive year-end evaluations including the 2023-24 school year will be evaluated again in three years (2026-2027 school year) and be placed on the triannual track. Tenured teachers who were rated highly effective and not evaluated in the 2023-2024 school year will be evaluated in the 2025-2026 school year and be placed on the triannual track.

Tenured Teachers who were rated in any combination of highly effective and effective for three (3) consecutive year-end evaluations, including the 2023-2024 school year will be evaluated again in the 2025-2026 school year and be placed on the triannual track.

| 2020/21 | 2021/22 | 2022/23 | 2023/24 | 2024/25 | 2025/26 | 2026/27 | 2027/28 | 2028/29 |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| N/A     | HE      | HE      | HE      | Skip    | Skip    | Eval.   | Skip*   | Skip    |
| HE      | HE      | HE      | Skip    | Skip    | Eval.   | Skip*   | Skip    | Eval    |
| N/A     | E/HE    | E/HE    | E/HE    | Skip    | Eval.   | Skip    | Skip    | Eval    |

\* skip only if prior evaluation is rated effective

HE= High Effective E= Effective

### Section K of MCL 380.1249

(k) The performance evaluation system must provide that if a teacher who is not in a probationary period under section 1 of article II of 1937 (Ex Sess) PA 4, MCL 38.81, is rated as highly effective or effective on the 3 most recent consecutive year-end evaluations, the school district, intermediate school district, or public school academy may conduct a year-end evaluation biennially or triennially instead of annually. However, if a teacher who is not in a probationary period under section 1 of article II of 1937 (Ex Sess) PA 4, MCL 38.81, is not rated as effective on 1 of these biennial or triennial year-end evaluations, the teacher must again be provided with year-end evaluations.

APPENDIX D • PERSONNEL FILE REVIEW

a. Personnel File Review Form



Request to Review My Personnel File

Per the YCEA Collective Bargaining Agreement, Article 3, Section 7, Item d:

*A bargaining unit employee will have the right to review the contents of their personnel file and to have a representative of the Association accompany them in such review, no more than two times per year unless agreed upon by the Superintendent and/or designee and the Association President and/or designee. The file must be available to the employee within 10 work days. Each file shall contain a record indicating who has reviewed it, the date reviewed.*

Staff may review their personnel file upon request. To do so, an appointment must be scheduled, and the form below must be completed. A Human Resources Team member must be present during the review. If copies of documents are needed, the specific documents must be itemized below. All requests, whether copies are needed or just a review is requested, this form must be signed and dated.

Employee Name: \_\_\_\_\_  
First Name Last Name

Building: \_\_\_\_\_

List of Items to be copied:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed by: \_\_\_\_\_

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

## APPENDIX E • FAMILY MEDICAL LEAVE ACT

This could change throughout the duration of this contract. The most up to date version can be found at this link and on the Ypsilanti Community Schools website.

# Your Employee Rights Under the Family and Medical Leave Act

## What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness **may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

## Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

## How do I request FMLA leave?

Generally, to request FMLA leave you **must**:

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your **employer may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

## What does my employer need to do?

If you are eligible for FMLA leave, your **employer must**:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your **employer cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your **employer must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your **employer must notify you in writing**:

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

## Where can I find more information?

Call 1-866-487-9243 or visit [dol.gov/fmla](http://dol.gov/fmla) to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR





## APPENDIX F • EMPLOYEE INSURANCE

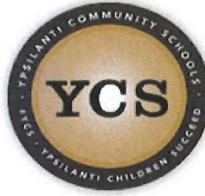
This will be updated annually with consensus from the district and YCEA and be added to the New Staff Bootcamp as well as the website transparency page.

**MESSA In-Network Plan Comparison - Effective 1/1/2025**  
**Ypsilanti Community Schools - All Employees**

|  | MESSA Choices<br>\$500/\$1,000 0%<br>MESSA Saver Rx                                  | MESSA Choices<br>\$500/\$1,000 20%<br>3-Tier Rx with<br>Mandatory Mail              | MESSA ABC Plan 1<br>\$1,650/\$3,300 HSA 0%<br>MESSA ABC Rx                           | Essentials by MESSA<br>\$375/\$750 20%<br>Essentials by MESSA Rx  |
|--|--|---|--|---|
| <b>In-Network Cost Share After Deductible</b>                                      |  |   |  |   |
| Deductible   | \$500/\$1,000  | \$500/\$1,000   | \$1,650/\$3,300  | \$375/\$750   |
| Coinsurance  | 0%   | 20%   | 0%   | 20%   |
| Teladoc 24/7 care for<br>minor illnesses, injuries<br>and mental health            | \$20   | \$20  | 0%   | \$10  |
| Teladoc Health virtual<br>primary care   | \$20   | \$20  | 0%   | \$25  |
| Office visit   | \$20   | \$20  | 0%   | \$25  |
| Specialist visit   | \$20   | \$20  | 0%   | \$50  |
| Urgent care  | \$25   | \$25  | 0%   | \$50  |
| Emergency room   | \$50   | \$50  | 0%   | \$200   |
| Total out-of-pocket<br>maximum   | \$2,500/\$5,000  | \$4,500/\$9,000   | \$2,650/\$5,300  | \$9,200/\$18,400  |
| <b>Certain Benefit Differences (cost share is applied after deductible is met)</b> |  |   |  |   |
| Chiropractic<br>manipulations  | 38 visits per calendar year,<br>including therapeutic<br>massage;<br>100% after ded. | 38 visits per calendar year,<br>including therapeutic<br>massage;<br>80% after ded. | 38 visits per calendar year,<br>including therapeutic<br>massage;<br>100% after ded. | 12 visits combined per<br>calendar year;<br>\$25 copay applies  |
| Osteopathic<br>manipulations   | 38 visits per calendar year;<br>100% after ded.                                      | 38 visits per calendar year;<br>80% after ded.                                      | 38 visits per calendar year;<br>100% after ded.                                      |   |
| Outpatient physical,<br>occupational<br>and speech therapy                         | 60 visits combined per<br>calendar year;<br>100% after ded.                          | 60 visits combined per<br>calendar year;<br>80% after ded.                          | 60 visits combined per<br>calendar year;<br>100% after ded.                          | 30 visits combined per<br>calendar year, including<br>therapeutic massage by an<br>approved provider (excludes<br>massage therapist);<br>80% after ded. |
| Bariatric surgery  | 100% after ded.  | 80% after ded.  | 100% after ded.  | Not covered   |
| Acupuncture  | 100% after ded.  | 80% after ded.  | 100% after ded.  | Not covered   |
| Hearing aids   | 100% up to a max. benefit<br>after ded.  | 80% up to a max. benefit<br>after ded.  | 100% up to a max. benefit<br>after ded.  | Not covered   |

## APPENDIX G • CALENDARS

### 2024-2025 School Calendar



| August 2024    |    |    |    |    |    |    |
|----------------|----|----|----|----|----|----|
| S              | M  | T  | W  | T  | F  | S  |
|                |    |    |    | 1  | 2  | 3  |
| 4              | 5  | 6  | 7  | 8  | 9  | 10 |
| 11             | 12 | 13 | 14 | 15 | 16 | 17 |
| 18             | 19 | 20 | 21 | 22 | 23 | 24 |
| 25             | 26 | 27 | 28 | 29 | 30 | 31 |
| September 2024 |    |    |    |    |    |    |
| S              | M  | T  | W  | T  | F  | S  |
| 1              | 2  | 3  | 4  | 5  | 6  | 7  |
| 8              | 9  | 10 | 11 | 12 | 13 | 14 |
| 15             | 16 | 17 | 18 | 19 | 20 | 21 |
| 22             | 23 | 24 | 25 | 26 | 27 | 28 |
| 29             | 30 |    |    |    |    |    |
| October 2024   |    |    |    |    |    |    |
| S              | M  | T  | W  | T  | F  | S  |
|                |    | 1  | 2  | 3  | 4  | 5  |
| 6              | 7  | 8  | 9  | 10 | 11 | 12 |
| 13             | 14 | 15 | 16 | 17 | 18 | 19 |
| 20             | 21 | 22 | 23 | 24 | 25 | 26 |
| 27             | 28 | 29 | 30 | 31 |    |    |
| November 2024  |    |    |    |    |    |    |
| S              | M  | T  | W  | T  | F  | S  |
|                |    |    |    |    | 1  | 2  |
| 3              | 4  | 5  | 6  | 7  | 8  | 9  |
| 10             | 11 | 12 | 13 | 14 | 15 | 16 |
| 17             | 18 | 19 | 20 | 21 | 22 | 23 |
| 24             | 25 | 26 | 27 | 28 | 29 | 30 |
| December 2024  |    |    |    |    |    |    |
| S              | M  | T  | W  | T  | F  | S  |
| 1              | 2  | 3  | 4  | 5  | 6  | 7  |
| 8              | 9  | 10 | 11 | 12 | 13 | 14 |
| 15             | 16 | 17 | 18 | 19 | 20 | 21 |
| 22             | 23 | 24 | 25 | 26 | 27 | 28 |
| 29             | 30 | 31 |    |    |    |    |
| January 2025   |    |    |    |    |    |    |
| S              | M  | T  | W  | T  | F  | S  |
|                |    |    | 1  | 2  | 3  | 4  |
| 5              | 6  | 7  | 8  | 9  | 10 | 11 |
| 12             | 13 | 14 | 15 | 16 | 17 | 18 |
| 19             | 20 | 21 | 22 | 23 | 24 | 25 |
| 26             | 27 | 28 | 29 | 30 | 31 |    |

  School Closed  
  PD or Records Day

| 1885 Packard Road Ypsilanti, MI 48197            |                   |
|--|-------------------|
| Phone: 734-221-1210                              | Fax: 734-221-1214 |
| Aug. 13-15 New Teacher Bootcamp                  |                   |
| Aug. 20-22 District PD                           |                   |
| Aug. 26 First day of school                      |                   |
| Aug. 30 & Sep. 2 No School - Labor Day           |                   |
| Sep. 3 First Day of School for Preschool         |                   |
| Oct. 2* Student Count Day                        |                   |
| Oct. 18 1/2 Day - Records Day                    |                   |
| Oct. 23 & 24 1/2 Day                             |                   |
| Parent Teacher Conferences                       |                   |
| Nov. 1 & 4 No School                             |                   |
| Nov. 5 No School - Election Day/Staff PD         |                   |
| Nov. 27 No School - Teacher Comp. Day            |                   |
| Nov. 28 & 29 No School - Thanksgiving            |                   |
| Dec. 19 & 20 District-wide 1/2 Day - Records Day |                   |
| High School Final Exams/End of Semester 1        |                   |
| Dec. 20-Jan. 3 No School - Winter Break          |                   |
| Jan. 6 School Resumes                            |                   |
| Jan. 13 No School - Martin Luther King, Jr. Day  |                   |
| Feb. 12* Student Count Day                       |                   |
| Feb. 14 1/2 Day - District PD                    |                   |
| Feb. 17 No School - Mid-Winter Break             |                   |
| Mar. 14 1/2 Day - Records Day                    |                   |
| Mar. 19 & 20 1/2 Day                             |                   |
| Parent Teacher Conferences                       |                   |
| Mar. 24 - Mar. 28 No School - Spring Break       |                   |
| Apr. 11 1/2 Day District PD                      |                   |
| Apr. 14 No School - Teacher Comp. Day            |                   |
| May 23 1/2 Day - District PD                     |                   |
| May 26 No School - Memorial Day                  |                   |
| Jun. 6 1/2 Day - Records Day                     |                   |
| Jun. 9 1/2 Day - Last Day of School              |                   |
| Bell Schedules                                   |                   |
| Beatty, Ford, & Perry                            | 8:30am - 3:30pm   |
| Erickson, Estabrook, & Holmes                    | 9:20am - 4:20pm   |
| YES  | 9:20am - 4:20pm   |
| YCMS   | 7:30am - 2:30pm   |
| YCHS (AC-Tech/STEMM)                             | 7:30am - 2:30pm   |
| A.C.C.E.   | 8:00am - 2:55pm   |
| YC2S   | 8:00am - 3:00pm   |
| Half Day Bell Schedules                          |                   |
| Beatty, Ford, & Perry                            | 8:30am - 11:45am  |
| Erickson, Estabrook, & Holmes                    | 9:20am - 12:35pm  |
| YES  | 9:20am - 12:35pm  |
| YCMS   | 7:30am - 10:45am  |
| YCHS (AC-Tech/STEMM)                             | 7:30am - 10:45am  |
| A.C.C.E.   | 8:00am - 11:45am  |
| YC2S   | 8:00am - 11:30am  |

| February 2025 |    |    |    |    |    |    |
|---------------|----|----|----|----|----|----|
| S             | M  | T  | W  | T  | F  | S  |
|               |    |    |    |    |    | 1  |
| 2             | 3  | 4  | 5  | 6  | 7  | 8  |
| 9             | 10 | 11 | 12 | 13 | 14 | 15 |
| 16            | 17 | 18 | 19 | 20 | 21 | 22 |
| 23            | 24 | 25 | 26 | 27 | 28 |    |
| March 2025    |    |    |    |    |    |    |
| S             | M  | T  | W  | T  | F  | S  |
|               |    |    |    |    |    | 1  |
| 2             | 3  | 4  | 5  | 6  | 7  | 8  |
| 9             | 10 | 11 | 12 | 13 | 14 | 15 |
| 16            | 17 | 18 | 19 | 20 | 21 | 22 |
| 23            | 24 | 25 | 26 | 27 | 28 | 29 |
| 30            | 31 |    |    |    |    |    |
| April 2025    |    |    |    |    |    |    |
| S             | M  | T  | W  | T  | F  | S  |
|               |    | 1  | 2  | 3  | 4  | 5  |
| 6             | 7  | 8  | 9  | 10 | 11 | 12 |
| 13            | 14 | 15 | 16 | 17 | 18 | 19 |
| 20            | 21 | 22 | 23 | 24 | 25 | 26 |
| 27            | 28 | 29 | 30 |    |    |    |
| May 2025      |    |    |    |    |    |    |
| S             | M  | T  | W  | T  | F  | S  |
|               |    |    |    | 1  | 2  | 3  |
| 4             | 5  | 6  | 7  | 8  | 9  | 10 |
| 11            | 12 | 13 | 14 | 15 | 16 | 17 |
| 18            | 19 | 20 | 21 | 22 | 23 | 24 |
| 25            | 26 | 27 | 28 | 29 | 30 | 31 |
| June 2025     |    |    |    |    |    |    |
| S             | M  | T  | W  | T  | F  | S  |
| 1             | 2  | 3  | 4  | 5  | 6  | 7  |
| 8             | 9  | 10 | 11 | 12 | 13 | 14 |
| 15            | 16 | 17 | 18 | 19 | 20 | 21 |
| 22            | 23 | 24 | 25 | 26 | 27 | 28 |
| 29            | 30 |    |    |    |    |    |
| July 2025     |    |    |    |    |    |    |
| S             | M  | T  | W  | T  | F  | S  |
|               |    | 1  | 2  | 3  | 4  | 5  |
| 6             | 7  | 8  | 9  | 10 | 11 | 12 |
| 13            | 14 | 15 | 16 | 17 | 18 | 19 |
| 20            | 21 | 22 | 23 | 24 | 25 | 26 |
| 27            | 28 | 29 | 30 | 31 |    |    |

1/2 Day of School  
 First & Last Day of School

6/1/24



# 2025-2026 School Calendar



1885 Packard Road Ypsilanti, MI 48197  
Phone: 734-221-1210 Fax: 734-221-1212

| August 2025    |    |    |    |    |    |    |
|----------------|----|----|----|----|----|----|
| S              | M  | T  | W  | T  | F  | S  |
|                |    |    |    |    | 1  | 2  |
| 3              | 4  | 5  | 6  | 7  | 8  | 9  |
| 10             | 11 | 12 | 13 | 14 | 15 | 16 |
| 17             | 18 | 19 | 20 | 21 | 22 | 23 |
| 24             | 25 | 26 | 27 | 28 | 29 | 30 |
| 31             |    |    |    |    |    |    |
| September 2025 |    |    |    |    |    |    |
| S              | M  | T  | W  | T  | F  | S  |
|                | 1  | 2  | 3  | 4  | 5  | 6  |
| 7              | 8  | 9  | 10 | 11 | 12 | 13 |
| 14             | 15 | 16 | 17 | 18 | 19 | 20 |
| 21             | 22 | 23 | 24 | 25 | 26 | 27 |
| 28             | 29 | 30 |    |    |    |    |
| October 2025   |    |    |    |    |    |    |
| S              | M  | T  | W  | T  | F  | S  |
|                |    |    | 1  | 2  | 3  | 4  |
| 5              | 6  | 7  | 8  | 9  | 10 | 11 |
| 12             | 13 | 14 | 15 | 16 | 17 | 18 |
| 19             | 20 | 21 | 22 | 23 | 24 | 25 |
| 26             | 27 | 28 | 29 | 30 | 31 |    |
| November 2025  |    |    |    |    |    |    |
| S              | M  | T  | W  | T  | F  | S  |
|                |    |    |    |    |    | 1  |
| 2              | 3  | 4  | 5  | 6  | 7  | 8  |
| 9              | 10 | 11 | 12 | 13 | 14 | 15 |
| 16             | 17 | 18 | 19 | 20 | 21 | 22 |
| 23             | 24 | 25 | 26 | 27 | 28 | 29 |
| 30             |    |    |    |    |    |    |
| December 2025  |    |    |    |    |    |    |
| S              | M  | T  | W  | T  | F  | S  |
|                | 1  | 2  | 3  | 4  | 5  | 6  |
| 7              | 8  | 9  | 10 | 11 | 12 | 13 |
| 14             | 15 | 16 | 17 | 18 | 19 | 20 |
| 21             | 22 | 23 | 24 | 25 | 26 | 27 |
| 28             | 29 | 30 | 31 |    |    |    |
| January 2026   |    |    |    |    |    |    |
| S              | M  | T  | W  | T  | F  | S  |
|                |    |    |    | 1  | 2  | 3  |
| 4              | 5  | 6  | 7  | 8  | 9  | 10 |
| 11             | 12 | 13 | 14 | 15 | 16 | 17 |
| 18             | 19 | 20 | 21 | 22 | 23 | 24 |
| 25             | 26 | 27 | 28 | 29 | 30 | 31 |

|   |                            |
|---|----------------------------|
| <span style="background-color: red; width: 15px; height: 10px; display: inline-block;"></span>    | School Closed              |
| <span style="background-color: yellow; width: 15px; height: 10px; display: inline-block;"></span> | PD Day                     |
| <span style="background-color: purple; width: 15px; height: 10px; display: inline-block;"></span> | Parent Teacher Conferences |
| <span style="background-color: orange; width: 15px; height: 10px; display: inline-block;"></span> | Records Day                |

|                  |  |
|------------------|--|
| Aug. 12-14       | New Teacher Bootcamp                         |
| Aug. 19-21       | Professional Development                     |
| Aug. 25          | First Day of School K-12                     |
| Aug. 29 & Sep. 1 | No School Students/Staff                     |
| Sep. 3           | First Day of School for Preschool            |
| Oct. 1*          | Student Count Day                            |
| Oct. 17          | 1/2 Day - Records Day                        |
| Oct. 22 & 23     | 1/2 Day - Parent Teacher Conf.               |
| Oct. 30          | 1/2 Day - Professional Development           |
| Oct. 31 & Nov. 3 | No School Students/Staff - Fall Break        |
| Nov. 4           | No School - Election Day/Prof. Development   |
| Nov. 26          | No School Student/Staff - Teacher Comp. Day  |
| Nov. 27 & 28     | No School Students/Staff - Thanksgiving      |
| Dec. 18 & 19     | District-wide 1/2 Day - Records Day          |
|                  | High School Final Exams/End of Semester 1    |
| Dec. 22-Jan. 2   | No School Students/Staff - Winter Break      |
| Jan. 5           | School Resumes                               |
| Jan. 19          | No School Students/Staff - MLK Day           |
| Feb. 11*         | Student Count Day                            |
| Feb. 12          | No School - Professional Development         |
| Feb. 13 & 16     | No School Students/Staff - Mid-Winter Break  |
| Mar. 20          | 1/2 Day - Records Day                        |
| Mar. 25 & 26     | 1/2 Day - Parent Teacher Conf.               |
| Mar. 30 - Apr. 3 | No School Students/Staff - Spring Break      |
| Apr. 6           | No School Students/Staff - Teacher Comp. Day |
| May 22           | 1/2 Day - Professional Development           |
| May 25           | No School Students/Staff - Memorial Day      |
| Jun. 4           | 1/2 Day - Records Day                        |
| Jun. 5           | 1/2 Day - Records Day/Last Day of School     |

| Bell Schedules                |                  |
|-------------------------------|------------------|
| Beatty, Ford, & Perry         | 8:30am - 3:30pm  |
| Erickson, Estabrook, & Holmes | 9:20am - 4:20pm  |
| YIES                          | 9:20am - 4:20pm  |
| YCMS                          | 7:30am - 2:30pm  |
| YCHS (AC-Tech/STEMM)          | 7:30am - 2:30pm  |
| A.C.C.E.                      | 8:00am - 2:55pm  |
| YC2S                          | 8:00am - 3:00pm  |
| Half Day Bell Schedules       |                  |
| Beatty, Ford, & Perry         | 8:30am - 11:45am |
| Erickson, Estabrook, & Holmes | 9:20am - 12:35pm |
| YIES                          | 9:20am - 12:35pm |
| YCMS                          | 7:30am - 10:45am |
| YCHS (AC-Tech/STEMM)          | 7:30am - 10:45am |
| A.C.C.E.                      | 8:00am - 11:30am |
| YC2S                          | 8:00am - 11:30am |

| February 2026 |    |    |    |    |    |    |
|---------------|----|----|----|----|----|----|
| S             | M  | T  | W  | T  | F  | S  |
| 1             | 2  | 3  | 4  | 5  | 6  | 7  |
| 8             | 9  | 10 | 11 | 12 | 13 | 14 |
| 15            | 16 | 17 | 18 | 19 | 20 | 21 |
| 22            | 23 | 24 | 25 | 26 | 27 | 28 |
|               |    |    |    |    |    |    |
| March 2026    |    |    |    |    |    |    |
| S             | M  | T  | W  | T  | F  | S  |
| 1             | 2  | 3  | 4  | 5  | 6  | 7  |
| 8             | 9  | 10 | 11 | 12 | 13 | 14 |
| 15            | 16 | 17 | 18 | 19 | 20 | 21 |
| 22            | 23 | 24 | 25 | 26 | 27 | 28 |
| 29            | 30 | 31 |    |    |    |    |
| April 2026    |    |    |    |    |    |    |
| S             | M  | T  | W  | T  | F  | S  |
|               |    |    | 1  | 2  | 3  | 4  |
| 5             | 6  | 7  | 8  | 9  | 10 | 11 |
| 12            | 13 | 14 | 15 | 16 | 17 | 18 |
| 19            | 20 | 21 | 22 | 23 | 24 | 25 |
| 26            | 27 | 28 | 29 | 30 |    |    |
| May 2026      |    |    |    |    |    |    |
| S             | M  | T  | W  | T  | F  | S  |
|               |    |    |    |    | 1  | 2  |
| 3             | 4  | 5  | 6  | 7  | 8  | 9  |
| 10            | 11 | 12 | 13 | 14 | 15 | 16 |
| 17            | 18 | 19 | 20 | 21 | 22 | 23 |
| 24            | 25 | 26 | 27 | 28 | 29 | 30 |
| 31            |    |    |    |    |    |    |
| June 2026     |    |    |    |    |    |    |
| S             | M  | T  | W  | T  | F  | S  |
|               | 1  | 2  | 3  | 4  | 5  | 6  |
| 7             | 8  | 9  | 10 | 11 | 12 | 13 |
| 14            | 15 | 16 | 17 | 18 | 19 | 20 |
| 21            | 22 | 23 | 24 | 25 | 26 | 27 |
| 28            | 29 | 30 |    |    |    |    |
| July 2026     |    |    |    |    |    |    |
| S             | M  | T  | W  | T  | F  | S  |
|               |    |    | 1  | 2  | 3  | 4  |
| 5             | 6  | 7  | 8  | 9  | 10 | 11 |
| 12            | 13 | 14 | 15 | 16 | 17 | 18 |
| 19            | 20 | 21 | 22 | 23 | 24 | 25 |
| 26            | 27 | 28 | 29 | 30 | 31 |    |

|   |                            |
|---|----------------------------|
| <span style="background-color: yellow; width: 15px; height: 10px; display: inline-block;"></span> | 1/2 Day of School          |
| <span style="background-color: green; width: 15px; height: 10px; display: inline-block;"></span>  | First & Last Day of School |

4/23/24

## **Appendix H • ADDENDUM TO ARTICLE 1**

This Agreement does not limit the Board from participating in cooperative educational or operational programs, including programs offered by the Washtenaw Intermediate School District (WISD), the Washtenaw Educational Options Consortium (WEOC), Washtenaw Community College (WCC), or similar to other currently offered programs. The Association may demand to bargain the impact of the District's decision to participate in cooperative educational or operational programs. If the District is unable to hire individuals to provide special education staff or services, the District may contract with an outside agency to provide the staff and/or services after providing notice and consultation with the Association. The District will make reasonable efforts to hire professional staff under this collective bargaining agreement, including posting and recruitment. If the District has exercised due diligence in posting for the vacancy and attempting to fill the vacancy, the District may contract for the staff or services.