

Collective Bargaining After the 2023 PERA Amendments – Strategies for Success

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Repealed
Prohibited
Subject:
Teacher
Evaluation



Introduction

- Governor Gretchen Whitmer signed into law Senate Bill 0395, now assigned Public Act (“PA”) 224 of 2023, on November 22, 2023.
- PA 224 amends the Revised School Code to substantially revise several aspects of educator performance evaluations.
- PA 224 will go into effect on July 1, 2024.
- PA 115, which repeals educator evaluations as a prohibited topic, goes into effect on February 13, 2024.

Important Takeaways

Districts will be required to bargain the evaluation rating system, but certain aspects of the evaluation process cannot be waived through bargaining.

Evaluation ratings are inextricably intertwined with layoff and recall because evaluations are used as a factor in such decisions.

Districts must bargain with regard to whether to include student growth and assessment data or student learning objectives to measure educator effectiveness.

Educators will be able to use grievance procedures to challenge evaluation, thus CBAs/contracts must set specific guidelines that control the arbitration process.

Unless you combine discipline process with evaluation, the statute and tenure process are an endless maze.

Standard for competency embrace a large universe of relevant information.



Important Takeaways (cont'd)

- New statute provide for arbitration of evaluations.
- Potentially two-fold process on competency hearing.
- The first arbitration.
- If successful, tenure.
- Need to adjust administration guidelines to provide direction to arbitration.
- If not stated, standards will be up to arbitrator.
- Not an appropriate role for arbitrator.

Teachers' Tenure Act – Amendment to Probationary Period

Beginning July 1, 2024, teacher completes probationary period if:

- (1) Teacher has been rated as **effective, or, before July 1, 2024, highly effective**, on 3 consecutive performance evaluations; and
- (2) Teacher has completed at least **4 full school years** of employment in probationary period.

Teachers' Tenure Act – Unchanged Standards

- The remainder of the Tenure Act is largely unchanged.
- The Act's "arbitrary or capricious" discharge/demotion standard will remain unchanged.
- The Act retains the language defining a demotion as a suspension without pay for 15 or more consecutive days.

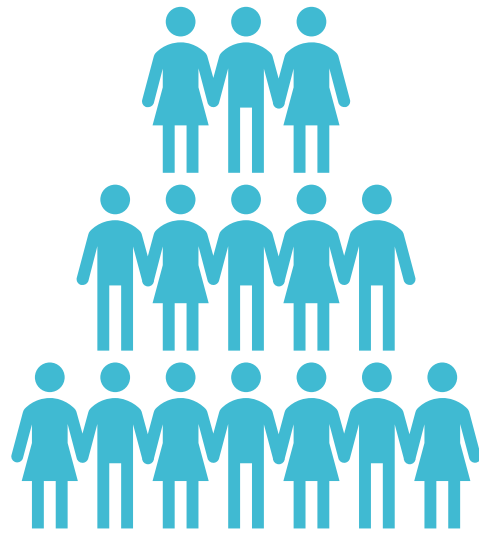
No Revised Standard for Tenure



Change in tenure will not occur until March of 2025.



Cases filed after February of 2025 should meet pre-2011 case law.



Obligation to Bargain Regarding Unionized Groups

- Minimum requirements of PA 224 cannot be waived during collective bargaining.
- PA 224 acknowledges that collective bargaining may not be applicable in all situations, as PA 224 indicates that there is an obligation to engage in collective bargaining only when applicable.
- No obligation to bargain for groups of educators that are not unionized.

Cannot Waive Minimum Requirements Through Bargaining

- Provisions requiring mandatory bargaining **do not** authorize waiver of the other evaluation requirements of the Act, including, for example:
 - Changes to number of observations per year for teachers.
 - Reduced frequency of evaluations;
 - Changes to minimum requirement for length of observation.
 - New requirement to provide *written* notice to teachers/administrators.
 - Changes to evaluation weighting.
 - Changes to evaluation rating labels.
 - Inclusion of midyear progress reports.

Increased Obligations Likely

Effective February 13, 2024, districts will be obligated to engage in collective bargaining regarding performance evaluations upon a demand to bargain.

Since minimum requirements of the Act cannot be waived through bargaining, collective bargaining over performance evaluations will likely result in increased obligations for school districts.

Maintaining Status Quo

- The expiration of collective bargaining agreements will cause districts to revert back to the status quo, which will remain in place until the parties bargain a new CBA.
- Accordingly, it would be prudent to establish official evaluation matrixes through administrative regulations.
- Evaluation matrixes were agreed to when evaluations were a prohibited topic.
- Evaluation matrixes are primarily rehabilitative and not designed to remove educators from the work force.

Evaluation Matrix Example 1

- A teacher may receive an overall year-end performance evaluation effectiveness label of Ineffective or Needing Support if:
 - (1) The teacher receives an Ineffective or Needing Support rating in any evaluation domain; and
 - (2) In the judgement of the teacher's Evaluator(s), the teacher's deficient performance in that domain is so pervasive that it substantially interferes with the teacher's ability to perform his/her responsibilities as an educator within the District, regardless of the evaluation ratings in any other evaluation domain.

Evaluation Matrix Example 2

The following criteria will be applied to determine the overall Framework rating based on the results of individual Domain ratings:

- **Ineffective or Needing Support:** An Ineffective or Needing Support rating in any of the 4 domain areas will result in an overall framework rating of Ineffective or Needing Support.
- **Minimally Effective or Developing:** An overall Minimally Effective or Developing rating will result if two (2) or more domain areas are rated Minimally Effective or Developing and no areas are rated Ineffective or Needing Support.
- **Effective:** An overall Effective rating will result if at least three (3) domain areas are rated Effective or Highly Effective, and no areas are rated Ineffective or Needing Support.
- **Highly Effective:** An overall Highly Effective rating will result if all domain areas receive a Highly Effective rating.

Evaluation Matrix Example 3

If a teacher has received an evaluation rating of Ineffective or Needing Support in any two (2) of the five (5) evaluation domains, the teacher shall not receive an overall year-end performance evaluation effectiveness label other than Ineffective or Needing Support.

If a teacher an evaluation rating of Minimally Effective or Developing in any two (2) of the five (5) evaluation domains, the teacher shall not receive an overall year-end performance evaluation effectiveness label higher than Minimally Effective or Developing.

If a teacher has received any combination of evaluation ratings of Highly Effective and Effective in at least four (4) of the five (5) evaluation domains and no more than one (1) Minimally Effective or Developing rating in any evaluation domain other than Classroom Environment, the teacher shall receive an overall year-end performance evaluation effectiveness label of Effective.

Upon the concurrence of the Superintendent (or his/her designee), if a teacher has received an evaluation rating of Highly Effective in four (4) of the five (5) evaluation domains and no less than an Effective rating in any one (1) of the evaluation domains, the teacher may receive an overall year-end performance evaluation effectiveness label of Highly Effective upon the recommendation of the Evaluator(s).

Evaluation Matrix Example 4

- The District recognizes that certain teacher performance issues may inhibit student academic growth.
- It is the District's determination that, in most circumstances, a teacher exhibiting any of the following performance issues during an academic year has not satisfactorily fulfilled the responsibilities of an educator in the District.
- Accordingly, absent exceptional circumstances as determined solely by the Chief Human Resources Officer, and notwithstanding any other provision of this guideline, a teacher shall not receive an overall year-end performance evaluation effectiveness label other than Minimally Effective/Developing or Ineffective/Needing Support during the academic year in which the teacher exhibits one (1) or more of the following performance issues:

Evaluation Matrix Example 4 (cont'd)

1. Incurring (1) excessive absences or (2) absences in violation of the District's attendance policies for which staff are provided clear notice.
 - Excessive absences shall be defined as those absences or partial day absences for which the District is permitted to reduce the compensation of a teacher, except to the extent that such absences are related to:
 - Injuries which are covered under the Workers' Disability Compensation Act;
 - Accommodations pursuant to the Americans with Disabilities Act and/or the Michigan Persons with Disabilities Civil Rights Act;
 - Leave granted pursuant to the Family and Medical Leave Act;
 - Long-term disability leave; jury duty; service in the armed forces; Union release time; and Union business.
2. Being placed on and continuing on an individualized development plan for a reason other than the teacher's status as a probationary teacher.
3. Failing to improve performance in any category under which an individualized development plan is established.

Commission Upheld Regulatory Matrices

- The Teacher Tenure Commission has upheld an administrative regulation similar to the foregoing examples in *Wandrie v Atherton Community Schools*, TTC 13-16 (April 24, 2014).
- In *Wandrie*, the district promulgated an administrative regulation on the staff evaluation process, stating that “a rating of ineffective in any domain shall result in an overall rating of “ineffective.” TTC 13-16 (April 24, 2014).
- In *Wandrie*, the teacher disputed her ineffective rating in the “student growth” domain, arguing that the administration held a “personal animus” against her in the evaluation of performance.
- The teacher also received an ineffective rating in the “classroom environment” domain.

Commission Upheld Regulatory Matrices (cont'd)

The Teacher Tenure Commission in *Wandrie* upheld the teacher's discharge, reasoning that "regardless of her student growth rating, her overall rating would have been ineffective pursuant to the administration regulation."



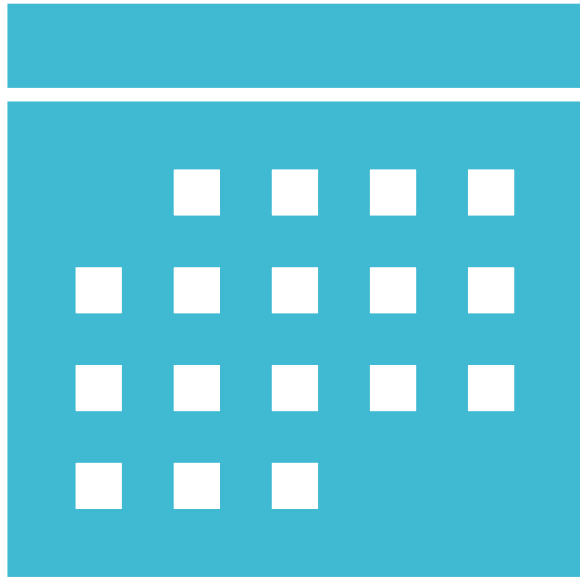
As such, the administrative regulation promulgated by the district provided a justifiable basis for the teacher's discharge during the tenure process.

Evaluation Matrices in Place Prior to Repeal of Prohibited Topic

- The expiration of CBAs will cause districts to revert back to the status quo, which will remain in place until the parties bargain a new CBA.
- Accordingly, it would be prudent to establish official evaluation matrices through administrative regulations.
- Evaluation matrices were established when evaluations were a prohibited topic.
- Evaluation matrices are primarily rehabilitative and not designed to remove educators from the work force.
- During tenure process, matrices could provide justifiable basis for the discharge of an ineffective teacher.

Student Growth or Learning Objectives

- **Current law:** educator evaluations must use multiple rating categories that take into account **student growth** and assessment data. See MCL 380.1249(1)(c).
- **Beginning 2024-2025 school year:** educator evaluations must include locally agreed-on **student growth** and assessment data or ***student learning objective metrics***. See PA 224 of 2023.



Student Learning Objectives Definition

- PA 224 defines “student learning objectives” to mean: “measurable, long-term, academic goals, informed by available data, that a teacher or teacher team sets at the beginning of the year for all students.”

Use of Multiple Measures

- **Current Law:** Educator performance evaluated using multiple measures that take into account student growth/assessment data. See MCL 380.1249(1)(c).
- **Current Law:** multiple measures may include:
 - **Student learning objectives;**
 - Achievement of individualized education program goals;
 - Nationally normed or locally developed assessments aligned to state standards.
 - Research-based growth measures.
 - Alternative assessments comparable across schools within the district.
- These measures are presumed valid under the Act.

Student Growth/Learning Objectives Must Be Bargained

PA 224 eliminates language outlining potential sources of data to measure student growth.

Effective July 1, 2024, student growth or learning objectives metrics must be measured using metrics **agreed upon through collective bargaining.**

Some Data Sources Not Presumed Valid

- Possible sources of metrics data is broadened under PA 224, subject to collective bargaining.
- If agreed to through bargaining, districts could use sources of data not previously listed under the Act.
- Sources of data listed in current law are presumed valid under the Act.
- If sources agreed upon through bargaining differs from sources listed under current law, **sources will not be afforded a presumption of validity.**

Student Learning Objectives In Lieu of Assessment Data

- Substantial disagreement among statisticians regarding applicability and validity of various forms of assessment data.
- **Current law:** student growth and assessment data may be measured using student learning objectives or nationally normed/locally developed assessments, among other forms of data.
- In effect, use of student learning objectives allowed for avoidance of use of student assessments and grades as a source to measure student growth data.



Student Learning Objectives Provide Control & Flexibility

- Student learning objectives data is established by school districts—districts control what the objective is.
- Accordingly, use of student learning objectives data allows for school districts to have flexibility in how teachers are evaluated.
- For example, a district could use local tests at the beginning and end of a unit as two potential data sources.
- The district could establish that a teacher is effective if the average student score increases.

Evaluations Used to Inform Personnel Decisions

- **Effective July 1, 2024**, performance evaluations must be used to inform decisions regarding **both** (1) educator effectiveness; and (2) educator development.
- Educator development includes providing relevant coaching, instruction support, or professional development.



Current Law: districts must maintain policy that decisions regarding layoff and recall are “based on retaining effective teachers”, as measured by the year-end performance evaluation. MCL 380.1248(1)(b).



Current Law: policy must ensure that a teacher rated as ineffective is not given preference over teacher who is rated as minimally effective, effective, or highly effective.

Policy Based on Retaining Effective Teachers

Determination of Effectiveness

- **Current Law:** requires teacher effectiveness to be determined by performance evaluation system.
- **Current Law:** personnel decisions shall be based on the following factors:
 - Individual performance, measured by student growth;
 - Demonstrated skills and management of classroom; and teachers' attendance and disciplinary record;
 - Significant relevant accomplishments and contributions; and
 - Relevant special training.

Policy Based on Clear/Transparent Procedures and Effectiveness

- PA 116 eliminates language requiring policy to be based on retaining effective teachers.”
- Beginning July 1, 2024, district must maintain and comply with “**clear and transparent procedures**” for all personnel decisions.
- “Effectiveness as measured under the performance evaluation system . . . or otherwise collectively bargained must be used as a factor for personnel decisions[.]” PA 116 of 2023.

Other Relevant Factors

Beginning July 1, 2024, “any other relevant factors” may be used for personnel decisions.

Other relevant factors may include:

- Teacher length of service in a grade level or subject area.
- Teacher disciplinary record.
- Relevant special training.

- Personnel decisions “based on retaining effective teachers” allows districts to make layoff/recall decisions by **grouping teachers on the basis of effectiveness label** **and** making layoff and recall decisions from within these groups.
- PA 116 of 2023 eliminates language requiring personnel decisions to be “based on retaining effective teachers.”
- Language is replaced with: “[e]ffectiveness as measured under the performance evaluation system . . . or as otherwise collectively bargained must be used as a factor for personnel decisions.”

Impact of PA 116 on Personnel Decisions

Impact of PA 116 on Personnel Decisions (cont'd)

- Personnel decisions based on effectiveness implies that districts must make layoff and recall decisions based on a **serial ranking of each individual teacher** on the basis of effectiveness rating.
- This is contrast to current law, which allows for grouping teachers on the basis of the effectiveness label and making decisions from within these groups.



Current Rating Labels

- **Current Law:** must include rating system that rates educators as one of **four** possible ratings:
 - Highly effective;
 - Effective;
 - Minimally effective; or
 - Ineffective.
- **Until July 1, 2024,** districts must continue to adhere to the rating system provided for under current law.

Rating Labels Amended

Beginning July 1, 2024,
rating system must rate
educators as one of **three**
possible rating categories:

Effective;

Developing; or

Needing Support.

Written Feedback Requirement

- **Effective July 1, 2024**, an evaluation and feedback concerning the evaluation must be provided to teachers and administrators **in writing**.
- If a written evaluation is not provided, the teacher/administrator is to be deemed “effective.”

“Unevaluated” Designation For Teachers

- Beginning July 1, 2024, a teacher must not be assigned an evaluation rating, **and must be designated as “unevaluated”**, if any of the following are applicable:
 - The teacher worked less than 60 days in that school year.
 - The teacher’s evaluation results were vacated through the grievance procedure outlined in PA 224.
 - There are extenuating circumstances, and the teacher and the school district agree to designate the teacher as unevaluated because of the extenuating circumstances.
- If a teacher receives an unevaluated designation, the teacher’s rating from the **immediately preceding school year** must be used for consecutive purposes.

“Unevaluated” Designation for Administrators

- PA 224 contains a substantially identical provision for school administrators.
- Beginning July 1, 2024, an administrator must not be assigned an evaluation rating, **and must be designated as “unevaluated”**, if any of the following are applicable:
 - The administrator worked less than 60 days in that school year.
 - The administrator’s evaluation results were vacated through the grievance procedure outlined in PA 224.
 - There are extenuating circumstances, and the administrator and the school district agree to designate the administrator as unevaluated because of the extenuating circumstances.

“Unevaluated” Designation for Administrators (cont’d)

- Notably, the “unevaluated” rating provision has one key difference for administrators.
- A school administrators receives the rating from the immediately preceding school year only if both of the following are met:
 - The administrator continues to be employed in the same position that the administrator was employed in the year before they received the unevaluated designation; AND
 - The administrator continues to be employed by the same school district that employed the administrator in the year before the administrator received the unevaluated designation.

Amendment to Weighting of Student Growth

- **Prior to the 2024-2025 school year, 40%** of the evaluation must be based on student growth and assessment data.
- **Beginning in the 2024-2025 school year, 20%** of the evaluation must be based on locally agreed-on student growth and assessment data or student learning objectives metrics.
- The student growth and assessment data or student learning objectives metrics must be collectively bargained, if applicable.

Exemption From Student Growth Eliminated

Current Law: provides exemption from student growth data for a particular student for a school year upon recommendation of the administrator conducting the evaluation, subject to approval of the district superintendent.




PA 224 eliminates this exemption, effective July 1, 2024.

Elimination of Core Content Teacher Weighting Requirements


- **Current Law:** for teachers teaching a core content area, current 50% of student growth be measured using state assessments.
- **Current Law:** the portion of student growth not measured using state assessments must be measured using multiple research-based growth measures or alternative assessments.
- PA 224 eliminates these requirements.

Post- Observation Meeting Required

Current Law: classroom observation must include a review of the teacher's lesson plan, the state curriculum standard being used in the lesson, and a review of pupil engagement in the lesson.



Beginning July 1, 2024, requirement of a post-observation meeting between observing administrator and teacher.



Post-observation meeting must discuss the lesson plan, state curriculum being used, and pupil engagement in the lesson.

Duration & Amount of Classroom Observations

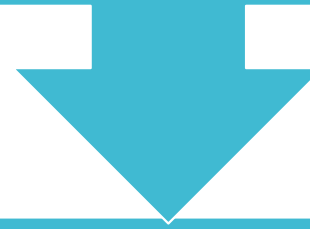
- **Current law:** the classroom observation does not have to be for the entire class period.
- Beginning July 1, 2024, an observation does not have to be for the entire class period **but must not be for a period less than 15 minutes.**
- **Current Law:** must be at least 2 observations and 1 observation ***must*** be unscheduled.
- Beginning July 1, 2024, must be at least 2 observations and 1 ***may*** be unscheduled.
- Effective July 1, 2024, an observation of less than 15 minutes would not count towards the 2 observations required by PA 224.

Elimination of Teacher Observation Exemption

- **Current Law:** teachers who received rating of effective or highly effective on 2 most recent evaluations are not subject to the requirement of 2 classroom observations per school year.
- PA 224 removes this exception.
- PA 224 requires that teachers be provided **written** feedback from the observation within 30 **calendar** days of each observation.

Administrator Observations

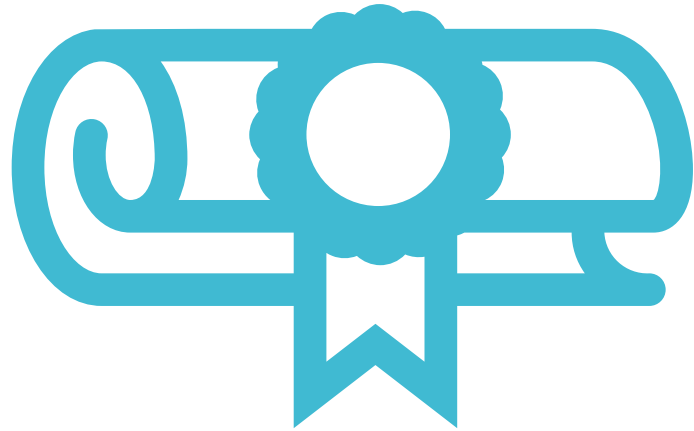
For building-level administrators: individual conducting the evaluation is required to visit the school building where the administrator works, review the improvement plan, and observe classrooms with the administrator.



The individual conducting the evaluation is to collect evidence of the plan strategies being implemented in addition to the impact it has on learning.

Option for Triennial Evaluation for Teachers

- **Current Law:** if teacher is rated as highly effective on 3 most recent, consecutive evaluations, the district may choose to conduct an evaluation **biennially** instead of annually.
- Beginning July 1, 2024, if **non-probationary teachers** rated as highly effective **or effective** on 3 most recent, consecutive evaluations, district may conduct the evaluation **biennially or triennially** instead of annually.
- If a teacher is not rated as effective on one of the biennial/triennial evaluations, the teacher is to resume annual evaluations.



Triennial Observation Not Applicable to Administrators

- PA 224 retains provision that if school administrators are rated as highly effective or, beginning July 1, 2024, effective on 3 consecutive evaluations, district may choose to conduct evaluations **biennially** instead of annually.
- The triennial option is **not available** to administrators.

Annual Observations Required if Certain Conditions Met

- School administrators must be evaluated annually if any of the following are true:
 - The school administrator is not rated as effective on 1 of the biennial evaluations.
 - For a building-level administrator, the school administrator's supervisor or evaluator changes.
 - For a superintendent, the individual obtains employment with a different school district.

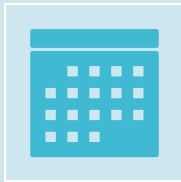
Appeal of Evaluations

- PA 224 adds new provisions providing non-probationary teachers, and certain school administrators, who receive a rating of needing support must be provided with certain options to appeal the evaluation and rating.
- These options include the ability to request a review of the evaluation and rating, mediation, and the ability to demand to use the grievance procedures of an applicable collective bargaining agreement (“CBA”) or contract.
- PA 224 clarifies that the term “teacher”, as used in the provisions regarding review, mediation, and grievance procedures, is defined to mean “a certified individual employed for a full school year by any board of education or controlling board.”

Request for Review of Evaluation



Under PA 224, **non-probationary teachers** rated as needing support must be provided with the ability to request a review of the evaluation and rating by the superintendent.



The request for review must be submitted in writing within **30 calendar days** after being informed of the rating.

Request for Review - Written Response Requirement

- The superintendent, upon receipt of a request for review, must review the evaluation and rating and make any appropriate modifications based on the review.
- The teacher must be provided a **written response** regarding the superintendent's finding no later than 30 calendar days after receipt of the request for review and prior to making modifications.
- PA 224 eliminates the provision which limited a teacher's ability to request a review no more than twice in a three-school year period.
- A substantially identical provision was added regarding school administrators, with the exception of a district superintendent.



Request for Mediation

- Beginning July 1, 2024, if the superintendent's written response to the request for review **does not resolve the matter**, the non-probationary teacher or their collective bargaining representative **may request mediation**, as provided for in the Public Employment Relations Act.
- Request for mediation must be submitted in **writing within 30 calendar days** after the teacher receives the superintendent's written response regarding the review.

Request for Mediation – Mediation Scheduled Within 15 Days

- Within **15 days** of receiving a request for mediation, the superintendent must provide a written response stating that mediation will be scheduled as appropriate.
- A substantially identical provision was added regarding school administrators, with the exception of a district superintendent.

Use of Grievance Procedures

Beginning July 1, 2024, a **non-probationary teacher** who receives 2 consecutive ratings of needing support may demand to use the grievance procedures of applicable CBA or employment contract.

If CBA/contract does not contain grievance procedure ending in binding arbitration, teacher may file demand for binding arbitration with the American Arbitration Association (“AAA”).

Demand must be filed within **30 calendar days** after receiving the **written response** from the superintendent.

Districts should ensure that the CBA or contract set arbitration guidelines.

Grievance Procedures – AAA Rules Apply If CBA Does Not Specify Rules

- Under PA 224, the arbitration will be subject to the Uniform Arbitration Act, and must adhere to both of the following:
 - The arbitrator must be selected through procedures administered by the AAA in accordance with its rules.
 - The arbitrator must have the authority to issue any appropriate remedy.

Grievance Procedures - Bargaining Tip

- Bargaining Tip: CBA/contract should specify guidelines for the arbitrator to prevent AAA rules and process from controlling.
 - Set time frames.
 - Set Presumption of validity
 - Set Burden of proof.
- The guidelines cannot limit the arbitrator's authority to issue an appropriate remedy.

Grievance Procedures – Superintendent Contract

- Substantially identical provision added re administrators, with exception of district superintendent.
- Beginning July 1, 2024, the contract governing the superintendent's employment **must** include an appeal process concerning the evaluation process and rating received.
- This provision is applicable to contracts entered into, extended, renewed, or modified on or after July 1, 2024.
- The contract must state an appeal process.

Arbitration and Evaluation – Bargaining Tips

- Place arbitration in individual administrator contract if not unionized.
- Place limits on arbitrator but state “in no case will it limit remedy”
- State location of hearing.
- State subpoena power.
- Use administrator evaluation tool and teacher evaluation tools to advise on competency.
- State evidentiary standard on misconduct—arbitrary or capricious.
- Place language in master contract about limits on arbitration.
- Place timelines in contract for arbitration.
- If no timelines tenure will be postponed.

Suggested Teacher Evaluation Language

- 1) The performance of all teachers, both probationary and tenured, shall receive a year-end evaluation.
- 2) Anything contained within this Administrative Regulation notwithstanding, all evaluations of teachers shall be conducted pursuant to current state law.
- 3) Evaluation of a teacher in relation to his/her assignment is a continuous process and shall be conducted by a qualified evaluator(s) as designated by the Superintendent ("Evaluator(s)"). Each Observation by the Evaluator(s) shall be made in person.
- 4) Prior to the commencement of the evaluation process, those Evaluator(s) who will have responsibility for evaluating teachers shall schedule and hold a conference with the teachers scheduled to be evaluated for purposes of reviewing the evaluation process and procedures.

Suggested Teacher Evaluation Language (cont'd)

- 5) At the end of the school year, each teacher shall be assigned a year-end performance evaluation rating (“Year-End Evaluation”) of one of the following:
 - a) Before July 1, 2024
 - 1) Highly Effective,
 - 2) Effective,
 - 3) Minimally Effective, or
 - 4) Ineffective
 - b) July 1, 2024 and After
 - 1) Effective,
 - 2) Developing, or
 - 3) Needing Support

Suggested Teacher Evaluation Language (cont'd)

- 6) The Year-End Evaluation shall be completed using the Evaluation Tool and Form **[EVALUATION METHODS]** approved by the Board of Education and will be based upon an assessment of the following evaluation criteria (“Criteria”).
 - a) Individual performance shall be the majority factor in making the decision, and shall consist of, but is not limited to, all of the following:
 1. Evidence of student growth. Prior to July 1, 2024, 40% of the annual year-end evaluation shall be based on student growth and assessment data. Beginning on July 1, 2024, twenty percent (20%) of the year-end evaluation must be based on student growth and assessment data or student learning objectives metrics as defined by MCL 380.1249(6)(a).
 2. The teacher’s demonstrated pedagogical skills, including at least a special determination concerning the teacher’s knowledge of his or her subject area and the ability to impart that knowledge through planning, delivering rigorous content, checking for and building higher-level understanding, differentiating, and managing a classroom; and consistent preparation to maximize instructional time.

Suggested Teacher Evaluation Language (cont'd)

3. The teacher's management of the classroom, manner and efficacy of disciplining pupils, rapport with parents and other teachers, and ability to withstand the strain of teaching.
 4. The teacher's attendance and disciplinary record, if any.
 - b) Significant, relevant accomplishments and contributions. This factor shall be based on whether the individual contributes to the overall performance of the school by making clear, significant, relevant contributions above the normal expectations for an individual in his or her peer group and having demonstrated a record of exceptional performance.
 - c) Relevant special training. This factor shall be based on completion of relevant training other than the professional development or continuing education that is required by the employer or by state law, and integration of that training into instruction in a meaningful way.
- 7) Beginning in 2023-2024, Student Growth Assessment Data shall be weighted as a factor of the Year-End Evaluation according to the following percentages:
- a) 2023-2024 – 40%,
 - b) 2024-2025 – 20% , and
 - c) Each subsequent school-year – 20%.

Suggested Teacher Evaluation Language (cont'd)

- 8) In addition to the Criteria measuring effectiveness, the Year-End Evaluation for a probationary teacher shall include an assessment of the teacher's progress in meeting the goals of his or her individualized development plan ("IDP").
- 9) In addition to the Criteria measuring effectiveness, the Year-End Evaluation for a tenure teacher on an IDP will be based on multiple classroom observations (observations must be at least 15 minutes in duration and one observation may be unscheduled) and shall include an assessment of the teacher's progress in meeting the goals of his or her IDP.
- 10) Teacher evaluations prepared by the Evaluator(s) shall not be limited to the observations of the classroom visitations/observations, but may also include all aspects of the teacher as a professional staff member. Any observation of a teacher that is used in an evaluation shall be documented and provided to the teacher at the final conference.
- 11) Lesson plans communicating objective(s), connection to standard(s) and other aspects of any lesson prior to being observed or following an observation, if requested, must be submitted to the Evaluator(s) within one day of the request.

Suggested Teacher Evaluation Language (cont'd)

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

Administrator will provide feedback after the observations within thirty (30) days of the observation and should provide preliminary suggestions for improvement. Beginning July 1, 2024, feedback must be provided in writing within thirty (30) calendar days and should provide preliminary suggestions for improvement.

- 13) The District will provide a mid-year progress report for every teacher who is in the first year of probation or has received a rating of minimally effective or ineffective or, after July 1, 2024, needing support or developing on the most recent year-end evaluation. This mid-year progress report shall supplement and not replace the annual year-end evaluation. The mid-year report shall:
 - a) prior to July 1, 2024, be based, at least in part, on student achievement;
 - b) be aligned with the teacher's individualized development plan;
 - c) include specific performance goals and any recommended training for the remainder of the school year, as well as written improvement plan developed in consultation with the teacher that incorporates the goals and training.

Suggested Teacher Evaluation Language (cont'd)

- 14) A mentor or coach shall be assigned to each teacher required to receive midyear progress reports.
- 15) Any probationary teacher and any tenure teacher who receives an evaluation rating of minimally effective, ineffective, needing support, or developing on their Year-End Evaluation and who the District wishes to retain shall be provided with an IDP developed by the Evaluator(s) with a specific focus. The IDP will include a purpose, and a set of goals that will assist in improving effectiveness for the next school year. The purpose will include the specific rationale for implementation, including statements of concern. The goals will list a detailed plan for the teacher, as well as, support given by the administrator. An IDP resulting from an “Ineffective” or “Minimally Effective” (or Needing Support after July 1, 2024) Year-End Evaluation rating shall require that the teacher make progress towards the individual development goals of the IDP within a specific time period, as set by the evaluator(s). In no event shall the IDP as provided hereunder, exceed 180 days. Nothing contained herein shall preclude the District or evaluator(s) from placing a teacher on an IDP at any time that an issue or concern regarding the performance of a teacher occurs.

Suggested Teacher Evaluation Language (cont'd)

- 16) Before July 1, 2024, a tenured teacher who receives a Year-End Evaluation of Ineffective may, within twenty (20) days of receiving the ineffective rating, request in writing a review of the evaluation and rating by the Superintendent. The Superintendent shall review the evaluation and may within his or her sole discretion make any modification based on that review. A review under this section may not be requested more than twice in a three (3) school-year period.

After July 1, 2024, if a teacher is rated as needing support, the teacher must be provided with the options related to review of the evaluation, including a written response, the ability to request mediation, and when appropriate, utilization of the grievance process or binding arbitration as set out in MCL 380.1248.

- 17) A teacher who is rated as highly effective (before July 1, 2024) or effective (after July 1, 2024) on his or her 3 most recent consecutive year-end evaluations may receive a year-end evaluation biennially or triennially. A tenured teacher who is not rated highly effective (before July 1, 2024) or effective (after July 1, 2024) shall return to year-end evaluations.

Suggested Teacher Evaluation Language (cont'd)

- 18) As of July 1, 2024, the following apply: Evaluations and feedback concerning the evaluation must be provided in writing to the teacher; if a written evaluation is not provided, the teacher is deemed effective; if required by circumstances described in MCL 380.1249, a teacher must be designated as unevaluated; and if a teacher receives an unevaluated designation, the teacher's rating from the immediately prior school year must be used.
- 19) After July 1, 2024, the student growth requirement shall be twenty percent (20%) of the evaluation rating and require decisions about the use of growth and assessments or school/student learning objectives. School/student learning objectives are defined by law: measurable long-term academic goals informed by available data that a SLO must be approved by the principal, teacher, and/or teacher team sets at the beginning of the school year for all students. The other eighty percent (80%) must be objective criteria. Performance evaluation must take into account student growth plus assessment data plus school/student learning objective metrics.

Suggested Teacher Layoff/Recall Language

This administrative guideline applies to personnel decisions for teachers, as defined in the Teachers' Tenure Act, involving 1) a staffing or program reduction or any other personnel determination resulting in the elimination of a position, 2) a recall from a staffing or program reduction or any other personnel determination resulting in the elimination of a position, or 3) hiring after a staffing or program reduction or any other personnel determination resulting in the elimination of a position.

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

Suggested Teacher Layoff/Recall Language (cont'd)

- 2) When it is determined by the Board of Education that it is necessary to conduct a staffing and/or program reduction or any other personnel determination that results in the elimination of a position, said staffing decisions shall be based on retaining effective teachers.
 - a) Teacher effectiveness shall be based upon the year-end performance evaluation as conducted pursuant to the Administrative Regulation – Teacher Evaluation.
 - b) Reductions in staff or programs shall be processed after reviewing staff reassignments, both voluntary and involuntary, as well as returns from leave.
 - c) Whenever possible, notice of discontinuance of service shall be given to teachers affected by reductions in personnel and/or programs before the end of the school year preceding the year in which such discontinuance of service shall become effective.
 - d) Nothing in this administrative regulation precludes the District from making reductions in personnel or programs at any time.

Suggested Teacher Layoff/Recall Language (cont'd)

- 3) Personnel decisions under this administrative guideline, including layoff and recall, shall be made on the basis of the best interest of the District as well as the certification, qualifications, effectiveness of each respective teacher, and length of service as a tie breaker as herein defined:
 - a) Length of service or tenure shall not be the sole factor in personnel decisions under this Administrative Guideline, including layoff and recall. Length of service or tenure may be used as a tiebreaker if a decision regarding reduction in staff or recall of two (2) or more teachers and all other factors distinguishing those teachers from each other are equal.
 - b) Certification shall be defined as that term is defined by state law and the Michigan Department of Education.
 - c) Qualifications shall be defined to include, but not be limited to, an individual's: areas of certification, level of degree attained, type of degree attained (major, minor, or area(s) of focus), relevant previous experience, grade level of relevant experience, relevant classes or training, previous ratings, effectiveness and overall performance as a teacher, previous disciplinary history, or any further factors stated in these regulations which places conditions upon decisions regarding reduction in staff or recall.

Suggested Teacher Layoff/Recall Language (cont'd)

- d) Generally, reductions in staff will occur in the following order (“Lay-off Order”); however, other factors listed herein may be considered when teachers have the same evaluation rating:
1. Teachers rated Ineffective (or Needing Support after July 1, 2024) on their most recent Year-End Performance Evaluation.
 2. Teachers rated Minimally Effective (or Developing after July 1, 2024) on their most recent Year-End Performance Evaluation, provided there are qualified, certified teachers rated Effective or Highly Effective to assume the remaining positions/assignments.
 3. Teachers rated Effective on their most recent Year-End Performance Evaluation, provided there are qualified, certified teachers rated Highly Effective to assume the remaining positions/assignments.
 4. Teachers rated Highly Effective on their most recent Year-End Performance Evaluation, provided there are other qualified, certified teachers rated Highly Effective to assume the remaining positions/assignments (this is no longer applicable after the July 1, 2024).

Suggested Teacher Layoff/Recall Language (cont'd)

- 4) The Board of Education has the sole discretion to determine: 1) whether a vacancy exists and 2) the certification area, qualifications, and position in which the vacancy exists.
 - a) The District is not required to involuntarily transfer a tenure teacher to create vacancy for a probationary teacher.
- 5) A probationary teacher who is rated as Effective or higher on his/her most recent annual year-end performance is not subject to being laid off by a teacher on continuing tenure solely because the other teacher has continuing tenure.
- 6) A teacher on lay-off is precluded from applying for any leave of absence except the following:
 - a) a leave to honor the extension of an individual contract then in effect between the teacher and a K-12 Michigan Public School District,
 - b) a child care leave of absence, not to exceed one (1) year, provided the teacher applies for the leave within three (3) months of the birth of the child or acquisition of custody of child.

Suggested Teacher Layoff/Recall Language (cont'd)

- 7) In no event shall this administrative regulation be applied in such a manner that a teacher who has been rated as Ineffective (or Needing Support after July 1, 2024) on his/her most recent Year-End Performance Evaluation is retained over a teacher who is evaluated as Minimally Effective (or Developing after July 1, 2024), Effective, or Highly Effective.
- 8) In order to assure that pupils are taught by teachers working within areas for which they are highly qualified as defined by the Michigan Department of Education, teachers shall not be assigned, except in accordance with the regulations of the Michigan Department of Education to subjects and/or grades or other classes within the scope of their teaching certificates and/or their major or minor fields of study, or otherwise as permitted by law.
- 9) Notwithstanding the requirements of Section (6) above, as a precondition of placement during a period of lay-off and/or recall, every teacher must possess the requisite certification and/or endorsement and qualifications as herein defined for the position for which she/he is assigned.
 - a) The teacher must have previously taught in the position in which she/he is being placed and if she/he has been evaluated in that position, the teacher must have received a Year-End Evaluation of Minimally Effective (or Developing after July 1, 2024) or higher.
 - b) It is the teacher's sole responsibility to maintain his/her certification and to promptly provide written documentation of the certification, endorsement, and/or qualification status to the Human Resources Department.

Suggested Teacher Layoff/Recall Language (cont'd)

- 10) When it is determined by the Board of Education that it is necessary to conduct a recall from a staffing or program reduction or any other personnel determination resulting in the elimination of a position, or in hiring after a staffing or program reduction or any other personnel determination resulting in the elimination of a position the following procedures shall be followed:
 - a) Recall of all teachers shall be in the reverse order of lay-off: i.e., those laid off last will be recalled first, provided, however, that a teacher in order to be recalled, shall be certified and qualified as herein set forth to teach the specific area for which she/he is being recalled.
 - b) In order to be eligible for recall the teacher must:
 1. Have maintained a current address and telephone number with the Human Resources Department.
 2. Have notified the Human Resources Department in writing or by electronic mail at of any extended periods of time (longer than 14 days) when they will be away from their current address and how they may be reached or be contacted while away.

Suggested Teacher Layoff/Recall Language (cont'd)

3. Have notified the Human Resources Department in writing or by electronic mail at _____ by DATE of intent to return to active employment for the following year, except that for laid off employees and employees on long-term medical leaves, it shall be presumed the employee wishes recall. If an employee does not comply with the above provisions, their return rights may be terminated for that year. If the employee does not comply for two (2) years, all return rights may be terminated.
4. Have notified the Human Resources Department in writing or by electronic mail at _____ of any changes, lapses, or expirations, or anticipated changes in certification, endorsements, majors, minors, and/or licenses. Such notice must be given prior to DATE if the information is to be used in determining recall or return rights for the following school year. The District may ignore such information for the following school year if it is not provided by DATE.
5. Have the present necessary certification and qualifications as well as the present physical ability to assume the position/assignment at the time the recall offer is made. Teachers who do not possess the present physical ability to assume a vacant position/assignment shall continue to remain on lay-off subject to the conditions contained herein. Exceptions may be made, subject to the approval of the Superintendent or his/her designee, if the recalled teacher, at the time of recall is eligible for long-term disability benefits through the insurance policy in force in the District.

Suggested Teacher Layoff/Recall Language (cont'd)

- c) The District, as it reinstates programs, shall post the positions as they are established listing the necessary certifications and qualifications.
 - d) In no event shall this administrative regulation be applied in such a manner that a teacher who has been rated Ineffective (or Needing Support after July 1, 2024) or Minimally Effective (or Developing after July 1, 2024) on his/her most recent Year-End Performance Evaluation shall be recalled before a teacher who is rated as Effective or Highly Effective on his/her most recent Year-End Performance Evaluation.
- 11) Notice of recall shall be sent by certified mail to the employee's last known address on file with the Human Resources Department. A copy of the recall notice shall be sent to the Association President.
 - 12) Failure to accept an available position for which the employee is certified, state approved, licensed, and/or endorsed, or failure to notify the District of unavailability, may be considered a voluntary quit; and the Board may terminate its obligation to that employee. Notice of acceptance of assignment or notice of unavailability by the employee must be received by the District within ten (10) days of receipt of notice of recall or return.

Suggested Teacher Layoff/Recall Language (cont'd)

- 13) Tenured teachers shall possess recall rights for up to 3 years from the date of lay-off.
- 14) Probationary teachers shall possess recall rights for up to 3 years from the date of lay-off.
- 15) Tenure teachers on leaves of absence will be given notice of lay-off if they were scheduled to return to work but no position exists because of a lay-off. Such teachers shall be placed on the recall list and given notice of recall consistent with this administrative regulation.
- 16) A combined list of employees eligible for recall and return from long-term leave of absence shall be maintained by the Human Resources Department. A copy of this list shall be provided to the Association President upon written request within _____ days.

Suggested Teacher Layoff/Recall Language (cont'd)

- 17) A teacher who is laid off and who is paid unemployment compensation benefits (associated with his/her/them regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to the teaching position at the beginning of the next school year will be paid according to annual salary rate, such that his/her/them unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she/they would have earned for the school year had he/she/they not been laid off, subject to the following conditions:
 - a) The total of unemployment compensation plus salary, earned by employment in the District shall not be below that which the employee would have received had he/she/they been employed the entire school year.
 - b) The salary earned through employment in the District shall not be less than his/her/them salary from the same for a similar period during the preceding school year.

Suggested Teacher Placement Language

- 1) Decisions regarding the placement and/or assignment of teachers shall be made on the basis of the best interest of the District as well as the certification, experience, and performance for each respective teacher.

The Superintendent or designee shall determine teacher placement based on qualifications (as defined by the District, which shall include but not be limited to state and federal requirements such as certification, Highly Qualified requirements, endorsements, etc.), the academic needs and best interest of District students, and the District's educational program. Teacher preference(s) may also be considered. At all times, the District shall strive to place the most effective and qualified teachers in assignments aligned with student and District needs.

- 2) For purposes of this administrative regulation, "placement" shall mean and include the filling of vacancies, voluntary and involuntary transfers, job sharing, and any decision which results in the placement of a teacher in an assignment deemed by the District to be a teaching assignment; "vacancy" shall mean and include any unoccupied position to be filled by the Board, after all other positions have been filled by District assignments, transfers, or recalls, in the manner and to the extent determined by the District as appropriate.

Suggested Teacher Placement Language (cont'd)

- 3) For purposes of this administrative regulation, "teacher" includes individuals whose employment is regulated by the Tenure Act, including certain school administrators (individuals with teaching certificates as defined by the Teacher Certification Code), who are assigned to positions within the District for which the Michigan Department of Education (MDE) requires a teaching certificate. Individuals who do not possess teaching certificates but are serving a probationary period under the Tenure Act are also considered a "teacher" for purposes of this policy. Individuals who may possess a teaching certificate but are assigned to a position for which a certificate is not required, are not subject to this policy or its implementing regulations (e.g., school social workers, school psychologists, school nurses, occupational therapists, etc.).
- 4) Insofar as possible, teachers will be assigned to teach in their area of specialization, and teachers' desires and opinions will be taken into consideration regarding changes in assignment in the various grades, but all placement and assignment decisions are within the discretion of the District. All decisions pursuant thereto shall be final.
- 5) Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except in accordance with all state and federal laws and regulations regarding certification and qualification requirements.

Suggested Teacher Placement Language (cont'd)

- 6) The District may amend, revise or set additional qualifications, certifications or endorsements for open/vacant positions as they become open/vacant.
- 7) Notice of changes in certification(s), endorsement(s) or qualifications(s) shall be conducted as follows:
 - a) By [DATE], of each school year, teachers who intend to secure additional endorsement(s), certification(s) or additional qualification(s), shall notify the Human Resources Department in writing and include the change sought, the university involved or training involved, and the expected completion date.
 - b) By the last teacher workday of that school year, any teacher who has submitted a written intent as set forth in subsection (a) above, shall supply the Human Resources Department with written proof from the teacher certification office of the university or training entity that all work has been completed by such date, and if required, that recommendation by the university will be made to the Michigan Department of Education and Certification Office to be effective by the beginning of the subsequent school year.
 - c) In the case of certification(s) and endorsement(s), prior to the first teacher workday of the subsequent school year, the teacher must present to the personnel office an official certificate indicating any such change in certification or endorsement.

Suggested Teacher Placement Language (cont'd)

- 8) All teachers shall be given written notice of their tentative schedule for the forthcoming year as soon as practicable and under normal circumstances no later than [DATE]. Teachers affected by assignment changes after [DATE], shall be notified as soon as practicable. Nothing in this section shall limit the District's authority to make changes in assignments at any time.
 - a) The School District will determine the number of positions needed for each school year.
 - b) The School District will determine the qualifications/certifications for each position, in compliance with relevant law.

Suggested Teacher Placement Language (cont'd)

- 9) Requests for transfer for the ensuing school year must be made in writing, on a form provided by the Department of Human Resources prior to [DATE].
 - a) A classroom teacher may apply for a transfer to another classroom position for which he/she is properly certificated and qualified.
 - b) Transfer requests shall only remain on file for a period of one year.
 - c) Part-time personnel already under contract will be given consideration for reassignment or transfer prior to full time staff.
 - d) No reassignment will be made if the result of such reassignment would be to keep a teacher rated Minimally Effective (or Developing after July 1, 2024) or higher pursuant to the Administrative Regulation – Teacher Evaluation, who would otherwise have been recalled, on leave or on layoff.
- 10) When it is determined that an involuntary transfer of a teacher is in the best interest of the District the teacher shall be notified as soon as possible and may upon request be given the reasons for said transfer.

Suggested Teacher Placement Language (cont'd)

- 11) Any teacher who has been involuntarily transferred will be given consideration for return to the position from which he/she was involuntarily transferred when it becomes vacant, subject to the following:
 - a) The involuntary transfer was not for disciplinary reasons.
 - b) The teacher must have been rated as Effective or Highly Effective in the position he/she was involuntarily transferred from for the school year directly preceding the involuntary transfer.
 - c) A written request to return to the position from which the involuntary transfer was made was filed with the Human Resources office by [DATE].
 - d) All required certification and qualifications for that position have been maintained.
- 12) A teacher returning from a leave of absence shall be offered a position commensurate with his/her training, experience and certification. A specific position in a specific school cannot be guaranteed on return from a leave of absence, but reasonable effort shall be made to return the teacher to his/her original position.

Suggested Teacher Placement Language (cont'd)

- 13) When the leave of absence expires during a school year, every effort shall be made to place the teacher in an appropriate position as soon as such a position is available. Such teachers shall be offered a position following a leave of absence not later than the beginning of the next following school year.
- 14) The School District is not required to involuntarily transfer a tenure teacher to create vacancy for a probationary teacher.
- 15) The School District is not required to place a teacher in a subject not taught for the last 5 years.
- 16) The School District may assign teachers to multiple departments, consistent with certification.

Suggested Teacher Placement Language (cont'd)

- 17) Assignments of teachers are within the sole discretion of administration. However, administration may use criteria to place teachers in what it deems is in the best interests of students. Criteria that may, but is not required to be used is as follows:
- a) Prior work history, including evaluation;
 - b) The recency by which a teacher taught the subject area or grade level;
 - c) Whether the teacher was previously on an individualized development plan (“IDP”) in the previous school year or the last time the teacher taught the subject area or grade level;
 - d) The teacher’s discipline history;
 - e) The teacher’s attendance history, excluding absences allowed pursuant to state or federal law;
 - f) Relevant and specialized training; and
 - g) Significant, relevant accomplishments and contributions to the School District.

Suggested Teacher Discipline Language

Whenever it becomes necessary to discipline a member of the staff, the Superintendent shall utilize related procedures described in the current negotiated agreement, to the extent not inconsistent with the current negotiated agreement, the following principles and procedures.

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

- 1) Except as otherwise provided within MCL 38.101a of the Teachers' Tenure Act, the discharge, demotion or discipline of any Staff Member may be made only for a reason that is not arbitrary or capricious.
- 2) Oral or written notice will be given by the administration to the Staff Member of any incident, complaint, or charge that may form the basis for the investigation and any potential disciplinary action.
- 3) If the complaint alleges child abuse or neglect, the matter shall be reported to Child Protective Services.

Suggested Teacher Discipline Language (cont'd)

- 4) The Staff Member shall be provided with written notice of the time, date, and location of the meeting to provide the Staff Member with an opportunity to respond.
- 5) A Staff Member represented by an exclusive bargaining agent under the Public Employment Relations Act shall, upon request, be entitled to union representation at any investigative meeting that the Staff Member reasonably believes could result in disciplinary action.
- 6) The Superintendent (or designee) is authorized to place a Staff Member on administrative leave pending the completion of a disciplinary investigation of the alleged or suspected offense, infraction or misconduct. Administrative leave under this provision is not regarded as a disciplinary measure or penalty.

Suggested Teacher Discipline Language (cont'd)

- 7) If it is determined that the Staff Member has engaged in an offense, infraction, misconduct, or other behavior warranting discipline, the administration's decision as to the level of discipline shall be guided by principles including but not limited to the following:
 - a) The adequacy and credibility of the evidence derived from investigation.
 - b) The seriousness of the offense, infraction or misconduct.
 - c) The Staff Member's prior disciplinary and/or employment record.
 - d) The existence of any relevant aggravating or mitigating factors.
- 8) Disciplinary measures may include but are not limited to: oral warning, written warning, written reprimand, paid or unpaid suspension, and discharge. Nothing in this regulation shall require that the disciplinary measures identified herein be applied progressively or sequentially. The District reserves the right, in its sole discretion, to apply disciplinary sanctions it deems appropriate to the specific set of circumstances or facts.

Suggested Teacher Discipline Language (cont'd)

- g) The Superintendent's (or designee's) decision to impose any disciplinary action that is not subject to board review, as described below, is final. The following disciplinary actions may only be imposed by the Board in adherence with the requirements of the Teacher Tenure Act:
 - a) The discharge of either a probationary or tenured Staff Member;
 - b) The non-renewal of a probationary Staff Member;
 - c) The demotion of a tenured Staff Member as demotion is defined in the Teachers' Tenure Act.

Hypothetical – Teacher Evaluation

A summary of the current situation in ABC School District regarding teacher evaluation is as follows:

- ABC uses the Charlotte Danielson teacher evaluation tool. The union proposes as follows:
 - A change to the Marzano teacher evaluation model.
 - Observations must occur 4 times per year and last for the full class period.
 - A requirement that a pre-observation conference with a written summary, and a post-observation conference with written summary occur, and that failure to timely provide such summaries within 30 calendar days shall result in the teacher being automatically rated effective.
 - Any teacher who is rated as “developing” or “needing support” may challenge the evaluation in arbitration and at the tenure commission.
- Further the union proposes that any consequence deemed disciplinary regarding an evaluation shall be subject to arbitration and reviewed by MERC for such reasons as antiunion animus or discipline for reasons other than performance such as protected union activity.

Hypothetical – Teacher Evaluation (cont'd)

- The union further proposes to bargain the tool used for IDP and midyear progress reports.
- The overall final evaluation can only be based on classroom observations, and nothing that occurs outside of the formal classroom setting.
- The creation of an IDP must include every item of support that a teacher requests to be included in the IDP.
- Any issue/concern that is not observed during each observation, shall not be used in the final evaluation.
- A failure to note a deficiency in a subsequent observation presumes that the deficiency has been corrected.
- Tenured Teachers may grieve each classroom observation and/or their final evaluation rating.
- Probationary teachers may grieve their final evaluation rating.

Questions for Consideration of the Group

- a. How would you respond to such a proposal from the union?
- b. Are there any proposals you believe you can agree to?
- c. What are your concerns with the proposals from the union?
- d. Do you have any examples you can provide that would be helpful to tell the union the District's "story" as to why the District cannot agree to the proposals?
- e. Develop contract language in response to these proposals to preserve management rights.

Repealed
Prohibited
Subject: Layoff
and Recall



Revised School Code and Layoff and Recall

- Although layoff and recall procedures are no longer prohibited subjects of bargaining, the Revised School Code provisions regarding layoff and recall remain in effect.
- Section 1248 of the Revised School Code addresses school district requirements regarding layoff and recall.
- Section 1248 of the Revised School Code was amended by Public 116 of 2023, which will take effect on July 1, 2024.

Amended MCL 380.1248 – Effective July 1, 2024

(1) This section does not prohibit, impair, or limit the right or duty of a public school employer and a collective bargaining representative to engage in collective bargaining under 1947 PA 336, MCL 423.201 to 423.217.

However, a collective bargaining agreement must include, at a minimum, the standards in this section.

(2) For teachers, as defined under section 1249, when filling a vacancy, placing a teacher in a classroom, or conducting a staffing or program reduction or any other personnel determination resulting in the elimination of a position, the board of a school district or intermediate school district or the board of directors of a public school academy shall not adopt, implement, maintain, or comply with a policy or collective bargaining agreement that provides length of service as the sole factor in personnel decisions.

This subsection does not prevent length of service from being considered as a tiebreaker if a personnel decision involves 2 or more employees and all other factors distinguishing those employees from each other are equal.

Amended MCL 380.1248 (cont'd)

(3) The board of a school district or intermediate school district or board of directors of a public school academy shall adopt, implement, maintain, and comply with clear and transparent procedures for all personnel decisions under this section. Effectiveness as measured under the performance evaluation system in section 1249 or as otherwise collectively bargained must be used as a factor for personnel decisions under this section. Any other relevant factors may be used for personnel decisions under this section, including, but not limited to, the following:

- a) The teacher's length of service in a grade level or subject area.
- b) The teacher's disciplinary record.
- c) Relevant special training. This factor may be based on completion of relevant training other than the professional development or continuing education that is required by the employer or by state law, and integration of that training into instruction in a meaningful way.

Layoff and Recall

Prior to the legislative amendments, Section 1248:

- Prohibited school districts from adopting a policy under which seniority is the primary or determining factor when making a layoff or recall decision.
- Required individual performance be the majority factor in determining personnel decisions.

Layoff and Recall (cont'd)

- After the legislative amendments, Section 1248:
 - Prohibits the adoption of a policy or CBA where seniority is the “sole factor in personnel decisions.”
 - Requires that individual performance be a factor used to inform personnel decisions.
 - Permits consideration of “any other relevant factors” to be used to make personnel decisions, including:
 - Length of service in a grade level or subject area
 - Disciplinary record
 - Relevant special training
 - Permits using seniority as a tiebreaker if two or more employees were equal in all other factors.

Teacher Union Positions Regarding Layoff/Recall



It is anticipated that teacher unions will attempt to have previous collective bargaining agreement provisions (prior to 2011) included in updated collective bargaining agreements.



However, with respect to layoff and recall, such provisions will most likely not comply with the amended Section 1248 requirements because Section 1248 did not exist prior to 2011.



Therefore, the District's status quo prior to the effective date of Public Act 115 will be important.



Moreover, bargaining regarding layoff and recall will be required to comply with Section 1248.

Pre-2011 Layoff/Recall Example – Does Not Comply With Current Law

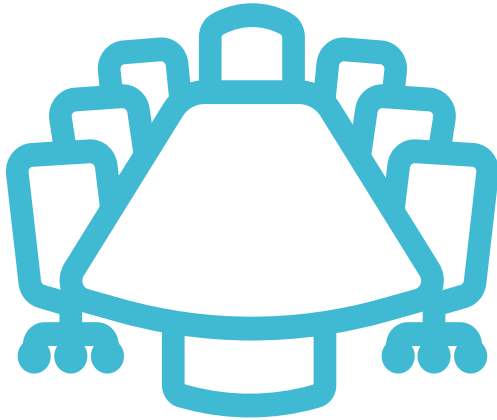
- A tenured teacher shall not be relieved of his position because of a reduction in staff while a probationary teacher is retained in a position which the tenured teacher is certified to fill.
- Tenured teachers shall be relieved of their positions because of a reduction in staff in reverse order of employment. Seniority shall be determined by the total number of years of continuous service in the school system system to include legitimate leaves of absence. The teacher shall be allowed movement within the areas of his certification and qualification. A teacher must be certified and qualified as defined herein to be assigned to a teaching area. In case of elimination of a program, teachers possessing both certification and qualification in other areas shall maintain their seniority.

Pre-2011 Layoff/Recall Example (cont'd)

- Tenured teachers so relieved of their positions because of a reduction of staff shall be re- employed in order of length of service in the school system before probationary employees are added to the staff in areas which the tenured teachers are qualified to fill.
- Teachers eligible for tenure at the end of the current school year, who would have been recommended for tenure, shall have placed in their personnel records, a letter stating that they would have been recommended for tenure if not for the lay-off.



Layoff/Recall Board Policies and Administrative Guidelines



- School Districts are prudent to ensure they have updated Board Policies and Administrative Guidelines Regarding Layoff and Recall.
- Board Policies and Administrative Guidelines should include provisions the school district will want included in subsequent collective bargaining agreements, consistent with Section 1248.

Layoff/Recall Board Policy and Administrative Guideline Provision Examples/ Potential CBA Provisions

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

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

Layoffs will be completed based on effectiveness ratings.

If two or more individuals have the same evaluation rating, the individual who has most recently taught the grade level/subject area within the last three years shall be retained.

If two or more individuals have the same evaluation rating, anyone who was formally disciplined in the last year will be laid off prior to any other individual.

If two or more individuals have the same evaluation rating, anyone who received relevant special training in the grade level/subject area shall not be laid off prior to anyone who does not have relevant special training.

Layoff/Recall Board Policy and Administrative Guideline Provision Examples/ Potential CBA Provisions (cont'd)

Individuals shall be recalled first based on effectiveness ratings, subject to qualifications and certifications.

If two or more individuals have the same evaluation rating and are both qualified and certified for the position, the individual who most recently taught in the grade level/subject area shall be recalled.

If two or more individuals have the same evaluation rating and are both qualified and certified for the position and have both taught in the grade level/subject area within the same amount of time, the individual with any relevant special training will be recalled.

Employer will determine the number of needed positions for each year.

Employer will determine if positions need to have multiple teacher certification and/or major.

If job positions qualifications not stated it will not be enforceable.

Layoff/Recall Board Policy and Administrative Guideline Provision Examples/Potential CBA Provisions (cont'd)

Layoffs will continue to be done by evaluation bands – Effective, Developing, Needing Support after July 1, 2024.

Evaluation ratings may not be grieved unless it results in a layoff.

The substance of an evaluation may not be grieved unless it results in a layoff.

Layoff/Recall and Placement Board Policy and Administrative Guideline Provision Examples/Potential CBA Provisions (cont'd)

- The School District is not required to make involuntary transfers to create a vacancy for a higher senior teacher.
- The School District is not required to involuntarily transfer a tenure teacher to create vacancy for a probationary teacher.
- The School District is not required to engage in creative scheduling to create a vacancy.
- The School District is not required to place a teacher in a subject not taught for last 5 years.


Layoff/Recall and Placement Board Policy and Administrative Guideline Provision

Examples/Potential CBA Provisions (cont'd)

The School District may assign teachers to multiple departments, consistent with certification.



The School District is not required to create part-time teaching positions to assist in recall.



The School District may create teaching positions with multiple endorsements.

Layoff/Recall Notices

- A certification list will be maintained by employer and posted twice a year.
- Employees are responsible for maintaining an accurate email address with employer.
- Employer may rely upon email list for recall and will incur no liability for reliance therein.
- If an employee is taking any class which will change their certification, they must notify the school district prior to completing the class.

Hypothetical – Layoff/Recall

A summary of the current situation in ABC School District regarding teacher layoff/recall is as follows:

- ABC School District has adopted Policies and Administrative Regulations that provide management the right to conduct layoff/recall pursuant to teacher effectiveness ratings. The union proposes as follows:
 - A layoff and recall procedure that includes seniority as the most significant factor in any layoff and recall decisions.
 - If seniority is similar within 1 year hire date, then performance evaluations can be a tie breaker.
 - Discipline is to be kept separate and not intermingled with the evaluation and should not be a factor in layoff and recall decisions.
 - Tenured teachers shall be laid off and/or recalled before probationary teachers, regardless of evaluation history.
 - In order to preserve the teachers with high seniority and tenure, the union insists on bargaining rescheduling staff to create vacancies based on certification, seniority and tenure. The union also asserts that bumping rights be provided so the least senior teachers are laid off first.

Hypothetical – Layoff/Recall (cont'd)

- Every vacancy creates a new bidding process for all teachers.
- Every leave over 5 days creates the right to have recall procedures enacted.
- If certification is not required for a position, then any teacher may fill the position.
- Teachers have unlimited right to recall.
- Teachers may decline recall, and not give up their position on the recall list.
- Next recalled teacher has medical condition to only work 4 days a week.
- A teacher who acquires new certification over summer may displace a lower senior teacher.)
- A teacher whose certification lapses may be a substitute teacher.
- A teacher whose certification lapses and then has the certification reinstated may exercise bumping rights to displace a less senior teacher.
- All vacancies will be assigned based on a strict seniority/bid session.
- The District is required to transfer teachers to make available a position for higher senior teacher.
- The District may not hire new teachers while other teachers are on layoff.

Questions for Consideration of the Group

- a. How would you respond to such a proposal from the union?
- b. Are there any proposals you believe you can agree to?
- c. What are your concerns with the proposals from the union?
- d. Do you have any examples you can provide that would be helpful to tell the union the District's "story" as to why the District cannot agree to the proposals?
- e. Develop contract language in response to these proposals to preserve management rights.

Repealed
Prohibited
Subject: Teacher
Placement



Placement



Job Placement

An assignment right is a right to a certain assignment.

vs



Right to "a" Job

A job right is a preservation of employment frequently necessitating involuntary transfer.

Placement (cont'd)



- Most school districts did not recognize assignment right.
 - However, school districts in highly unionized areas sometimes recognized limited assignment rights.
 - The assignment right may have allowed an individual to be placed in a building but not specific assignments.
 - This limited assignment right would have been defined by past practice or previous contract language of the parties.

Placement (cont'd)



- After the legislative amendments, Section 1248 still requires:
 - Prohibits the adoption of a policy or CBA where seniority is the “sole factor in personnel decisions.”
 - Requires that individual performance be a factor used to inform personnel decisions.
 - Permits consideration of “any other relevant factors” to be used to make personnel decisions, including:
 - Length of service in a grade level or subject area
 - Disciplinary record
 - Relevant special training
 - Permits using seniority as a tiebreaker if two or more employees were equal in all other factors.
- Based on the requirements of Section 1248, Districts may not agree to any type of CBA job assignment language that gives placement rights to teachers solely based upon their length of service in a District.

Hypothetical – Teacher Placement

A summary of the current situation in ABC School District regarding teacher placement is as follows:

- ABC School District has adopted Policies and Administrative Regulations that provide management the right to assign teachers. The union proposes as follows:
 - The union proposes that all teachers are to be assigned based on seniority and tenure.
 - Any vacancy must be filled within the teaching ranks.
 - Assignments shall be based on seniority within each building.
 - All vacancies must be reposted during a school year which are caused by existing staff taking a new job.
 - Involuntary transfers can only take place if the District has just cause to involuntarily transfer the teacher.

Hypothetical – Teacher Placement (cont'd)

- Tenure teachers with effective evaluations cannot be involuntarily transferred.
- Teachers cannot be transferred out of a school building except during layoffs.
- Vacancies at the Secondary level must be posted with the class schedule.
- The District must interview all existing teachers who apply for a vacancy.
- Must accept existing staff applying for positions over new hire.
- The District must give a reason in writing for not selecting a current teacher for a vacancy.

Questions for Consideration of the Group

- a. How would you respond to such a proposal from the union?
- b. Are there any proposals you believe you can agree to?
- c. What are your concerns with the proposals from the union?
- d. Do you have any examples you can provide that would be helpful to tell the union the District's "story" as to why the District cannot agree to the proposals?
- e. Develop contract language to address this issue regarding making teacher assignments and preserve management rights.

Repealed
Prohibited
Subject:
Teacher
Discipline



Tenure Act Discipline Requirements

The word "demote" means to suspend without pay for 15 or more consecutive days or reduce compensation for a particular school year by more than an amount equivalent to 30 days' compensation or to transfer to a position carrying a lower salary. However, demote does not include discontinuance of salary pursuant to section 3 of article IV, the discontinuance or reduction of performance-based compensation paid pursuant to section 1250 of the revised school code, 1976 PA 451, MCL 380.1250, or a reduction in personnel, including, but not limited to, a reduction in workweeks or workdays. (MCL 38.74)

Except as otherwise provided in section 1a of this article, discharge or demotion of a teacher on continuing tenure may be made only for a reason that is not arbitrary or capricious and only as provided in this act. (MCL 38.101(1))

This means that all requirements for imposing discipline of 15 days or more for a single incident, or 30 days or more in a year, for a TENURED TEACHER, still remain in effect.

Tenure Act Discipline Requirements (cont'd)

IMPACT:
Since
2011

A district could impose discipline of up to 14 days for a single incident, or up to 29 days per year, without the ability of a teacher or union to challenge discipline through the contractual grievance process, beyond the internal grievance phase of the process.

Teachers could potentially still challenge discipline through the court system, alleging civil rights or other violations, but this is a significantly more costly process than grievance arbitration, and occurred very rarely.

This means that all requirements for imposing discipline of 15 days or more for a single incident, or 30 days or more in a year, for a TENURED TEACHER, still remain in effect.

Consider Different Ways to Categorize Discipline

Tenured Teachers vs Probationary Teachers

“Demotion” vs lesser discipline

Nature of Discipline (Warning, paid suspension, unpaid suspension)


Categories of Misconduct

Required to Bargain Does Not Mean “Opposite of Current”

- As detailed in this presentation, the status quo generally prevails during mandatory bargaining.
- Good administrative guidelines can be helpful as they will generally control while bargaining proceeds.
- Do not automatically borrow “2010 contract” language for current adoption.
- Your teacher's association, regardless of affiliation, is likely to be instructed by their state-level organization to make maximal bargaining demands:
 - Just cause standard for discipline less than “demotion or discharge” of tenured teachers.
 - All discipline, from verbal warning up, subject to a full grievance procedure including arbitration.
 - The impact of every discipline decision subject to a full grievance procedure including arbitration.



Be Prepared for Maximal Union Demands



Districts should, sooner than later, evaluate their needs and with assistance of counsel develop multiple strategic options to address anticipated MEA demands, with the goal of achieving a bargained agreement on discipline that will minimize the negative impact on operations of a potentially more restricted range of motion for administrators.

Preparation should include review of your recent (5 years) history of staff discipline, and should include your historic relationship with your local EA. You may be able, through earned credibility and trust, to maintain higher standards through negotiation with your local EA.

Review of your old contracts may be useful (examine discipline language from before 2011), however, you are NOT obliged by the change in law to simply revert to old language!

Bargaining Options for Discipline



- Look at options including:
 - Limiting arbitration only to certain categories of discipline, perhaps by nature of misconduct and/or by severity of imposed penalty (eg, no arbitration for verbal or written warnings, or for suspensions of less than [X] days).
 - We suggest attempting to bargain no arbitration for any discipline below an unpaid suspension.
 - Avoid dual remedies, taking discipline to arbitration and tenure at same time (two bites of same apple).
 - Differentiating standards (just cause vs arbitrary and capricious) for different categories of misconduct.
 - Clearly differentiating standards for misconduct vs performance.
- Consider limiting appeal to last step of grievance charge short of arbitration.

Hypothetical – Discipline

A summary of the current situation in ABC School District regarding teacher discipline is as follows:

- ABC School District has adopted Policies and Administrative Regulations that provide management the right to discipline teachers for reasons which are not arbitrary or capricious. The union proposes as follows:
 - Teachers shall not be disciplined except for just cause. (Note: The tenure status states discipline will not be for reasons that are arbitrary and capricious.
 - Any discipline imposed by the District will be subject to the grievance, including arbitration.
 - The union shall be present for all interviews of teachers that could lead to discipline.
 - The union and affected teacher shall receive advance written notice of all complaints.
 - Teachers shall not be required to provide an immediate response to any questions until they have exercised all rights to union representation and legal counsel.

Hypothetical – Discipline (cont'd)

- The union and/or the teacher has a right to cross examine all witness prior to discipline to be issued.
- The union and/or teacher has a right to interview all witness before discipline is issued.
- Progressive discipline must be used in all instances of discipline.
- Corrective discipline must be used in all instances of discipline.
- A teacher has a right to have a union representative present for any conversation with management.
- The union must receive all information regarding any student who has complained about a teacher.
- The union must be provided with notes of all witness interviews before discipline is issued.
- Teachers may not be disciplined if a complaint is based on an anonymous source.

Questions for Consideration of the Group

- a. How would you respond to such a proposal from the union?
- b. Are there any proposals you believe you can agree to?
- c. What are your concerns with the proposals from the union?
- d. Do you have any examples you can provide that would be helpful to tell the union the District's "story" as to why the District cannot agree to the proposals.
- e. What language do you propose to address these proposals and preserve management rights?

Contract Expiration



Amendments to Prohibited Topics of Bargaining

| Prohibited Subject | Status |
|--|--|
| Decisions regarding whether to contract with a third party for one or more noninstructional support services. | Potential repeal by HB 4356. The bill has passed both the House and the Senate but has not yet been presented to the Governor. |
| Decisions regarding the policyholder of an employee group insurance benefit. | Remains in effect |
| The starting day for a school year and amount of pupil contact time required to receive full state school aid. | Remains in effect |
| The composition of school improvement committees. | Remains in effect |
| Decisions regarding whether to provide/allow interdistrict or intradistrict open enrollment opportunity. | Remains in effect |
| Decisions regarding whether to act as an authorizing body to grant a contract to organize and operate a public school academy. | Remains in effect |
| The use of volunteers to provide services at schools. | Remains in effect |
| Decisions regarding the use and staffing of experimental or pilot programs and decisions regarding the use of technology to deliver educational programs and services. | Remains in effect |
| Decisions regarding compensation or additional work assignment intended to reimburse an employee for/allow employee to recover monetary penalty imposed under PERA. | Remains in effect |

Departures from Historic Labor Law

- Health care cost frozen at expiration of contract.
- No retro-activity.
- No dues deduction.
- No steps at contract expiration.
- Mandated merit pay.
- No arbitration alternative allowed on teacher discipline (only tenure commission).
- Statutory layoff.

Payments of Benefits and Wages at CBA Expiration



- Public Act 113 repeals Section 15b of PERA which requires public employers to maintain wages and benefits at levels no greater than those provided for in current CBA until a new agreement is in place.
- Which means retroactive pay can be negotiated,
- Step-increases will occur automatically, and
- Insurance cost increases will also be implemented
- Effective: Early 2024

Repeal of Retroactive Ban

Bargaining will become more extended.

Unions will frustrate membership by contract delays to insure ratification.

Right-to-work has made extended bargaining a platform for membership drives.

Prior to retro ban, longest extended contract bargaining.

4 years

6 years

Teacher CBA Contract Status Determination



If District's contract is expired, both EA and District will have an obligation to bargain regarding any mandatory subject either party proposes.



If District's contract is "closed," with an expiration date into the future, the District does not have an obligation to bargain existing terms until bargaining of the successor agreement.



HOWEVER: You should anticipate bargaining over topics covered today even during a "closed" contract, because your contracts should not contain bargained language covering the currently prohibited, soon-to-be mandatory topics.

Preparation Data Gathering

How many years did we have step freezes?



How did freezes impact turnover?

- What would fund equity have been without step freezes?
- 

Salary schedules – did step freezes allow raises on salary schedules?



What was fund equity for last 5 years?

Hypothetical – Contract Expiration

A summary of the current situation in ABC School District regarding contract expiration is as follows:

- The teacher collective bargaining agreement (“CBA”) expires on June 30, 2024.
- The union is stalling bargaining and will not agree to a calendar or a start date.
- The District’s practice has been to announce the start date of school for the following school year before the end of the current school year.
- The union refuses to meet in July.
- The union tells the District to get ready to do the following:
 - Pay step increases;
 - Make retroactivity payments; and
 - To eliminate the hard cap for health insurance.


Questions for Consideration of the Group

- a. Can you announce the start date? The rest of the calendar before June 30?
- b. Discuss and draft language regarding:
 - i. Retroactive pay;
 - ii. Preservation of health caps; and
 - iii. Freezing steps

Union Tactics to Limit Board Rights




Union Pressure Tactics

 **Divide** employer team – within Board, between Board and its team representatives

 **Attack** chief spokesperson/superintendent and Board publicly

 **Expose** bargaining costs, legal fees, administrative contract salaries

 **Strike threats**, work to contract threats, blue flu sick days

 **Boycott** Board members' employers

 Bring in **militant** union officials from other areas to pack Board meetings

 Concerted **public comments** re ULP's, support teachers (including signs), picketing, and media interviews

Union Pressure Tactics (cont'd)



- File **litigation** (MERC ULPs, court action, grievances)
- **Delay** bargaining (repeal of wage/benefit freeze law; no incentive to settle quickly)
- **Mediation / factfinding** (will request and advocate for binding factfinding)
- Wear **union t-shirts**
- **Letters** to the Editor
- Continue to **elect** pro-Union government officials at national, state, and local Board(s) of Education
- Continue to **repeal** anti-worker rights laws and replace with worker rights laws and/or seek legal rulings

Hypothetical – Pressure Tactics

A summary of the current situation in ABC School District regarding union pressure tactics is as follows:

- The union leadership has been attending board meetings and attacking the Board’s bargaining team during public comments.
- The union leadership is directly calling Board members to lobby them for a significant raise, step increases and retroactive pay, as well as across the board contract percentage increases in areas such as longevity, sub pay during prep period and extracurricular assignments.
- The union has filed an unfair labor practice charge against the Board and the individual bargaining team members. The ULP alleges bad faith bargaining. The board is split, but the majority demands a written response from you to review in closed session. You feel your integrity is being challenged, and some board members elected by the union are calling for your resignation.

Questions for Consideration of the Group

- a. What steps do you take in responding to the allegations by the union and some board members?
- b. What are your options in limited or wide-ranging responses?
- c. What are your defenses?
- d. Some union supporters post on social media they know where your children attend school. Some pro employer board members get boycott messages of board members workplaces. Some pro union board members leak to union leaders closed session discussion re board economic parameters. What can you do about these scenarios?

Miscellaneous

- You are confronted with a needing support high senior tenure teacher to be reassigned to a fantastic probationary teacher who has taken a job in a neighboring district with better pay and benefits. The tenure teacher is facing layoff and another less senior teacher could be transferred into the vacancy. Parents have complained about the tenure teacher, and you are concerned if parents know of this transfer, many more will come out to complain. The teacher states she will file any claims available if she gets laid off. You need to lay off about 10 teachers.
- The union or their counsel is unavailable to meet for a week. You are concerned about stale information with such a proposal, and liability to the district.

Biographies



Gary J. Collins received his undergraduate degree with high honors, and a Masters in Labor and Industrial Relations from Michigan State University; and his Juris Doctor degree from Wayne State University. Prior to becoming an attorney, Mr. Collins was employed for two years by the Michigan Association of School Boards as a Labor Relations Consultant and for four years by Grand Blanc Community Schools as Director of Labor Relations. Mr. Collins has represented over 30 Michigan School Districts in all phases of collective bargaining, including mediation, fact finding and arbitration. Gary J. Collins co-authored *The Michigan Teacher and Tenure* with William J. Blaha, with the Eighth Edition released in 2017. Mr. Collins also co-authored *The Michigan Teacher and Administrator Evaluations* in 2016.

Mr. Collins was rated in the Top Attorneys in Michigan in *Crains Detroit Business* in 2019 and was peer selected as a Michigan Super Lawyer in Schools and Education law in 2021 and 2022.

Biographies



William J. Blaha graduated from Michigan State University and received his Juris Doctor degree from Wayne State University Law School. Mr. Blaha's expertise has been concentrated in representing educational institutions in the specialized area of labor relations and education law. William J. Blaha co-authored *The Michigan Teacher and Tenure* with Gary J. Collins, with the Eighth Edition released in 2017. Mr. Blaha also co-authored *The Michigan Teacher and Administrator Evaluations* in 2016. Mr. Blaha was lead counsel in a landmark Michigan Supreme Court ruling (*Michigan Gun Owners, Inc and Ulysses Wong v Ann Arbor Public Schools and Jeanice K. Swift*, July 27, 2018) that upheld Ann Arbor Public Schools' Board Policy prohibiting visitors from "open carry" at school except permitted by law.

Mr. Blaha was awarded the Lawyers of Distinction "Recognizing Excellence in Labor Law" for 2020, and was named as the President of the Michigan Council for School Attorneys for both the 2020-2021 and 2021-2022 school years.



Jeremy D. Chisholm earned his bachelor's degree in Political Science with minor concentrations in economics, foreign affairs, and Spanish, from St. Mary's College of Maryland, and his J.D. from Ave Maria Law School in Ann Arbor, Michigan. During law school he was an active and award-winning competitor in state and national moot court competitions. Prior to practicing law in Michigan, Mr. Chisholm worked in Washington, D.C., for the United States Securities and Exchange Commission. Mr. Chisholm concentrates his practice in employment relations and labor law, while maintaining a broad practice serving the general needs for school clients.

Biographies



David A. Comsa graduated from Purdue University and received his Juris Doctor from the Detroit College of Law (now Michigan State University College of Law). Mr. Comsa started his legal career in private practice and was also the Chief of Human Resources for the Flint Community Schools and served as Deputy Superintendent and General Counsel for the Ann Arbor Public Schools for 16 years. Mr. Comsa is an adjunct Assistant Professor at Madonna University teaching the graduate course Legal and Ethical Issues in Education, since 2010. His practice is concentrated in representing educational institutions in education law, collective bargaining, and labor relations.



Jordan M. Harris received a bachelor's degree in International Relations, a master's degree in Human Resources & Labor Relations, and a Juris Doctor degree from Michigan State University. Mr. Harris began his professional career in 2004 with Collins & Blaha before a stint with the Michigan Education Association as an Executive Director representing college and K-12 faculty across Michigan. He then served as the chief human resources officer and Assistant Superintendent of Employee Services for the Troy School District for 8 years prior to returning to Collins & Blaha in 2023. Currently, his practice is concentrated in representing both educational and non-profit institutions in collective bargaining, employee retention and management, employment investigations, alternative dispute resolution, grievance processing, mediation, and arbitration.