

AGREEMENT

between

THE HILLSDALE INTERMEDIATE SCHOOL DISTRICT

and

**THE HILLSDALE COUNTY INTERMEDIATE SCHOOL
DISTRICT EDUCATION ASSOCIATION**

a member of

**THE 4-C UNIFIED BARGAINING ASSOCIATION, MEA-
NEA**

July 1, 2009 – June 30, 2012

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AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 2009 by and between the Hillsdale County Intermediate School District Education Association, a member of the 4-C Unified Bargaining Association, MEA-NEA, hereinafter referred to as the Association and/or Union, and the Hillsdale County Intermediate School District, hereinafter referred to as the District and/or Board.

ARTICLE I

RECOGNITION

- A. 1. The Hillsdale County Intermediate School District Board of Education, hereinafter called the employer, hereby recognizes the Hillsdale County Intermediate School District Education Association, a member of the 4-C Unified Bargaining Association, MEA-NEA, hereinafter called the Association, as the sole and exclusive bargaining representative as defined in Act 379 of the Public Acts of 1965, as amended, in regard to wages, hours, and other terms and conditions of employment for all full time and regular part time professional personnel employed by the District. Professional personnel shall be understood to mean those individuals who, by the nature of their assignment with the District, are required to have earned at least an Associate's Degree from a community college, school of nursing, college or university. Additionally all District professional staff shall be required to possess, from an appropriate regulatory authority/agency pursuant to Michigan law, approval, certification and/or licensure relevant to the practice of their assignment with the District. Excluded from professional personnel, with respect to bargaining representation, shall be all per diem substitutes, administrative personnel and employees working for the Board who fail to meet the aforementioned criteria.
2. In respect to newly created positions, the employer will provide to the Association a copy of the initial notice of the position ten (10) calendar days prior to the posting. The Association will acknowledge if the position meets the Association's recognition definition as stated in ARTICLE I, A.1 within five (5) calendar days.
3. The Board may purchase services from a private independent contractor under circumstances and following procedures developed below. It is understood that the private independent contractor is excluded from the bargaining unit.
 - a. The position or service is considered temporary and/or experimental and no plans exist at the time to make the position or service a regular part of the district's service. In this case, the position opening shall be advertised to the bargaining unit members and those bargaining unit members on layoff in accordance with the provisions of Article XIX. If no one described above is certified/desirous of or available for the position, and if after an external posting of two weeks (except for emergency – as agreed to by the Association and Superintendent), no qualified applicant is found, a private contractor may then be employed. In no case shall this employment last longer than 315 hours unless this position is reposted as a regular part of the District's services.
 - b. The position for which the private contractor is to be used is a regular part of the District's services but is part time. In this case, the position opening shall be advertised to the bargaining unit members and those bargaining unit members on layoff. If no one described above is certified/desirous of or available for the position, a private contractor may then be employed. This employment shall be limited to the lesser of:

payment to the private contractor of \$3,000 per school year.
315 hours of work for the private contractor for the school year.

4. The position or service is considered a regular part of the District's services and is not considered temporary or experimental. In this case, the position/service shall be advertised to the bargaining unit member and to those bargaining unit members on layoff. If no one above is certified/desirous of or available for the position, the position will then be advertised. If no suitable applicant can be found a private contractor may then be employed on a temporary basis until a suitable employee can be found.

B. Other Contracting Conditions

1. The term available as used in 1, and 2 and 3 above, shall pertain to a bargaining unit member who is laid off or who is employed less than full time except that any bargaining unit member working full time or who with said additional service will be more than full time shall be offered the additional work if the bargaining unit member possesses the required skills or training and if the additional work will not require the employer to pay more than straight time. Compensation shall be made at the rate established in Article XXII, but the compensation shall not be considered compensatory time.
2. Not more than 700 total hours of work will be contracted per year to independent contractors, under 1 and 2 above, nor shall any bargaining unit position be eliminated or reduced in hours due to independent contracting.
3. When a constituent District provides notice to the District/Board that it wishes to retain an independent contractor to perform services bargaining unit members are qualified, certified or licensed to perform, and when the cost of these services is to be reimbursed to the constituent district by the District/Board, the District/Board will so advise the bargaining unit through written notification to the Association president, posting on bulletin boards at Greenfield School and Bacon Building, and either by memo attached to pay checks or memo delivered by mail or district delivery system.
4. Further, the District/Board will not reimburse a constituent school district for services by a private contractor if such service results in the layoff or termination of a District/Board bargaining unit member. However, this provision shall not apply to those bargaining unit members who are eligible for employment in a constituent district under provisions of Section 380.1766 of the ~~s~~School ~~e~~Code of 1976.

ARTICLE II

BOARD RIGHTS

- A. The Board, on its own behalf and behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States, including, and without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the professional activities (curriculum studies, committees, ethical procedures) of its employees;
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer, all such employees;
 3. To establish grades and courses of instruction, including specialized programs, and to provide, as necessary, for athletic, recreational and social events for students, all as deemed advisable by the Board;
 4. To approve the selection of the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
 5. To determine the class schedules, hours of instructions, the duties, responsibilities and assignments of teaching personnel unless otherwise negotiated.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE III

ASSOCIATION AND EMPLOYEE RIGHTS

- A. 1. The Association shall not schedule association meetings during normal working hours or on in-service days. Exceptions will be made with prior written approval of the Superintendent.
2. In recognition that it is in the best interest of the District and the Association for association members to be well informed on current issues, the Association will be granted a total of thirty-two (32) hours of release time per school year for association representatives to attend association related conferences/meetings.
- B. All teachers rights under Act 379 of the Public Acts of 1965 as amended by the State of Michigan, the Federal Constitution, Michigan General Laws and other related statutes shall be guaranteed to all members of the Association.
- C. The Board agrees to make available and provide to the Association such information as is required to be made public pursuant to the statutes in such case. It is understood that all of the original documents must be reviewed in the Board office. Provided, however, that legible photocopies of such documents shall be provided to the Association by the Board at reasonable cost.
- D. The Association shall have the right to use school buildings and equipment without rental charge for the purpose of conducting association business with the Superintendent's prior approval. Provided, however, this shall not include, without specific authority, the right to use office and/or audio-visual equipment. In the event the association is granted the right to use any of the aforementioned equipment, they shall pay the reasonable cost of all materials and supplies incident to such use. Approval and authority once granted shall not be unreasonably withdrawn. If time limits are not otherwise spelled out, the approval shall end with the expiration of this agreement.
- E. The Association shall have the right to post notices of activities upon a designated bulletin board within each school building under the control of the district. It is understood, however, that this shall not include any building outside of the district to which a teacher may be assigned during his/her work day.
- F. The Association may use employee mailboxes and e-mail addresses for communication to bargaining unit members. However, the Board shall not be required to furnish any mail service on behalf of the Association and they will not pay or supply postage for any mail services. The Association may use the interoffice mail service on regularly scheduled deliveries.
- G. The Board agrees pursuant to the Michigan Public Employment Relations Act that every eligible employee of the District shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or grievances. The Board agrees that it will not directly or indirectly discourage or deprive any person or bargaining unit member in the enjoyment of any rights conferred by Act or other laws of the State of Michigan.
- H. The Board & Association agree they will not discriminate against any association members because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, activities in the Association, physical characteristics or place of residence.

I. PERSONNEL FILES

1. A current, past or retired bargaining unit member will have the right to review the contents of his/her records compiled by the District after initial employment, and to have a representative of the Association present. All reviews shall be conducted during regular business hours. Each file shall contain a record indicating the identity of person/persons reviewing, and the date of review. All files of deceased member shall be closed to public disclosure subject to legal opinions to the contrary.
 2. No materials potentially deleterious to the bargaining unit member including complaints compiled after initial employment will be placed in a member's file unless the member has had an opportunity to review the material and the complaint validated by the employer.
 3. Complaints shall be written with the name/names of all complainants, administrative actions taken, and the remedy stated. A bargaining unit member may submit a written response within twenty (20) work days and it shall be adjacent to the file copy of the materials in question. Members shall review all materials to be inserted and that member shall sign. Such signature shall indicate awareness, not concurrence. If a bargaining unit member believes material/materials to be incorrect or inappropriate, the materials will be corrected and/or expunged based upon mutual agreement.
 4. The district shall immediately notify a current, past, or retired member of a request to disclose by certified mail.
 5. Personnel files on individual association members shall be kept and dealt with so as to comply with any laws of the State of Michigan relative thereto. (Bullard-Plawecki Employee Right-to-Know Act)
- J. Bargaining unit members shall be entitled to full rights of citizenship. No religious or political activity, or the absence thereof, shall be grounds for discipline or discrimination with respect to employment of members. No personal activity, as long as it does not affect job performance, involve illegal activity, or illegal substance abuse, shall be grounds for discipline or discrimination with respect to employment of members.
- K. The Board recognizes that the family unit is the backbone of our society. The Board also recognizes that from time to time problems arise wherein pupils who are a member of said unit require professional help, including but not being limited to counseling, and that during said assistance discussions frequently take place between said student and the professional counselor which are not privileged communications under law. The Board recognizes that confidentiality under these circumstances is an important aspect of solving problems. The Board, or its designee, agrees whenever practicable, to encourage that this confidentiality be maintained.
- L. Medical Examinations: The District shall reimburse employees for all expenses incurred for medical examinations that are held as specific conditions of employment by the state.
- The District shall at least annually by July 1, make available to the Association in the form of an updated set, a full copy of the District's new and amended Bylaws/Policies.
- M. The Director(s) and local Association officer or designee shall meet as needed for the purpose of reviewing the administration of the contract and to resolve problems which may arise. These meetings are not intended to bypass the grievance procedure. (Moved from Article XXI)

ARTICLE IV

ASSOCIATION DUES, SERVICE FEES AND OTHER PAYROLL DEDUCTIONS

The Board agrees it will not interfere with the right of any employee to become a member of the Association, but it is understood that membership in the Association shall not be a condition of employment. All employees in the bargaining unit as of the effective date of this contract will be required to select one of the following options:

Join the Association and pay dues as required;

Pay to the Association a service fee in an amount equal to that in 1. (above).

The employee shall authorize payroll deduction of the amount involved (see A. 1, 2). Said authorization shall be filed with the superintendent's office before the first paycheck and shall be a continuing authorization. Deductions shall be made in equal amount from each paycheck of each bargaining unit member and remittance shall be made to the Association within twenty (20) days following deduction.

Should a bargaining unit member fail to select one of the two options set forth in Section A. 1, 2, above, within thirty (30) calendar days of notification of the bargaining unit member by the Association of his/her responsibility to do so, the bargaining unit member shall be required to pay the designated Association service fee. Upon verification to the District that such notice has been provided to the bargaining unit member and that thirty (30) calendar days have elapsed since receipt of the notice by the bargaining unit member, the District shall deduct the designated amount of the Association service fee from the bargaining unit member's wages pursuant to Section 7 of the Payment of Wages and Fringe Benefits Act, MCL 408.477, and remit same to the Association according to Section B, above as if the bargaining unit member has selected Option 2, Section A.

Any bargaining unit member subject to payment of the association service fee shall be provided with the requisite notice and information about the amount of the service fee from the Association as required by law. Any bargaining unit member contesting the amount of the service fee shall pursue the matter through the internal appeal procedures of the Association. The application and administration of Article IV shall not be subject to the grievance procedures of the collective bargaining agreement between the District and the Association. When the bargaining unit member objects to the amount of the service fee, the service fee deducted shall be placed in an escrow account or otherwise dealt with as may be required by law until a determination of the appropriate amount of the service fee deduction has been finally determined.

The Association agrees to indemnify and hold the Board, including each individual school board member and/or its employees and agents, harmless against any and all claims, demand, costs, suits, damages, awards, judgments or other forms of liability, including, but not limited to, back pay and/or unemployment compensation, that may arise out of or by reason of any action or inaction by the District or its employees or agents for the purpose of complying with the terms of this Article. The Association agrees that it will defend at its expense any legal action brought against the District or its employees or agents in a court or administrative agency because of their compliance with the terms of this Article. The District will provide timely notice of the commencement of any such action to the Association and permit the Association to intervene as a party if it so desires. The District will cooperate with the Association and its legal counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both the trial and appellate levels.

After consultation with the District, the Association shall be permitted to compromise and/or settle any such claims upon terms acceptable between the Association and the Claimants provided that those terms are limited to the obligation and the amount of the service fee and do not otherwise involve terms and conditions of employment unrelated to the obligation for payment of the service fee.

The Board shall make payroll deductions upon written authorization from the bargaining unit member for hospitalization, other insurance, options, credit union, or tax deferred annuities from any company previously approved by the Board, and such other programs as may from time to time be jointly approved by the Association and the Board and added to the terms of this agreement by written endorsements hereto.

ARTICLE V

WORKING CONDITIONS

- A. The Board shall make available in the District Buildings a lunchroom, and a restroom.
- B. Private telephone facilities shall be made available to the bargaining unit members for school related use. The use of district telephones for personal, non school business shall be discouraged, but reasonable use permitted. In no case shall any telephone facility be used to sustain/promote any supplementary employment or private business.
 - 1. A cellular phone will be available upon request to Association members while working with students and families outside of the Intermediate's or local districts' facilities.
- C. The Board recognizes the desirability of providing sufficient supplies for bargaining unit members to perform their responsibilities.
- D. Bargaining unit members shall be kept informed about their personal and/or departmental yearly budget allocations the timelines of the budget, the district ordering process and will be allowed input into the ordering of supplies.
- E. The Board will solicit and consider bargaining unit members' input one time each semester as to working conditions.
- F. The Board agrees that affected Association members shall be consulted the lesser of five (5) working day or seven (7) calendar days before changes in programs are implemented. The term "program change" includes program locations, program classification, office placements, and local school assignments, except under extenuating circumstances that will be provided in writing by administration.
- G. DISTANCE LEARNING/IT
 - 1. The terms "Distance Learning" or "Distance Education" refer to instruction where teachers and students are separated geographically so that face-to-face communication is absent and communication/teaching is accomplished instead by one or more technological media.
 - 2. Teachers assigned to a Distance Learning/Education program, such as Michigan Virtual High School or Hillsdale Fiber Optic Network, will be considered part of a teaching assignment.
 - 3. In the event the district wishes to implement distance learning/education, teaching positions will be jointly developed prior to posting.
 - 4. Class size shall be generally limited to a total of twenty (20) students except under specific circumstances, which shall require agreement between the education association and administration, inclusive of both originating and receiving sites. In no case shall there be more students than student work stations.
 - 5. Teachers, who will be presenting distance-learning classes, shall be provided with initial and ongoing training.
 - 6. As the program develops and there is an impact on the teacher's workload, hours, or other working conditions, the District and the Association negotiate such impact/change.
 - 7. Procedure and protocols as outlined in the Hillsdale County Fiber Optics consortium policy manual shall be adhered to by all participating districts.

ARTICLE VI

CASELOADS

Case loads for all personnel within the Association will not exceed the level which is permissible pursuant to the rules established by the Michigan Department of Education.

No bargaining unit member shall be required to sign a request supporting a deviation unless it is agreed between the administration and said member that to do so will not adversely affect the program. In determining whether the program will be adversely affected, it is expected that reasonableness shall govern.

Supervisors will discuss caseloads with each affected bargaining unit member and attempt to resolve any problem.

ARTICLE VII

WORK DAYS AND WORKING HOURS

- A. The Board recognizes the members of the Association as professionals and as such has faith that they will perform the functions of their positions in a timely and effective manner. Full time employees will be expected to work 185 days seven (7) hours of assigned duties per day exclusive of their lunch breaks. Some special education programs may have an extended work year. In no case will a full time employee work less than seven (7) hours per day, Monday through Friday, unless the assignment appropriate for that employee so indicates, or unless specific permission has been granted by the supervisor.
- B. Professional staff members who are required to work by the Administration extended hours and days beyond their regular work schedule shall be allowed as appropriate, flextime, compensatory time off or be compensated by extra pay at pro-ration of the individual's salary schedule as specified in the contract. Compensatory time shall be granted at a mutually agreed upon time between the staff member and the immediate supervisor. Comp time shall be taken within two pay periods. The extended hours shall be documented and approved in advance as eligible for compensatory time or compensation. All other extended hours or days shall be voluntary. Identification of compensatory time shall be uniform i.e., compensatory time shall be granted for the same or similar work among employees.
- C. All bargaining unit members shall be entitled to a duty free uninterrupted lunch period of thirty (30) minutes per day.
1. Every bargaining unit member shall be entitled to thirty (30) minutes of preparation time within the seven (7) hour work day or 150 minutes of preparation/office time per week. Proportionate preparation time shall also be provided to part-time bargaining unit members. Preparation time shall not be required to be used for IFSP, IEP, transition planning, MET meetings, staff and committee meetings, inservice or like activities. Planning or office time shall be scheduled in uninterrupted blocks of at least thirty (30) minutes. Travel time shall not be considered preparation time.
- D. In the event the bargaining unit members are not able to coordinate their schedules so that each member receives the preparation time to which he/she is entitled, a joint committee of three members selected by the Association and three administrators shall attempt to develop such a schedule for that school year to ensure the preparation time.
- E. In the event the district needs to add days to the calendar to meet MDE requirements, the bargaining unit member shall be reimbursed at his or her daily rate.
- F. SCHOOL DELAYS AND CLOSINGS
1. It shall be the intent of this section that bargaining unit members:
 2. Fulfill their obligation for contracted student contact time per school year subject only to the law, MDE rule, guideline or regulation;
 3. Reschedule service time to students/districts to compensate for time lost that is required to be made up;

4. Will not be required to make up time lost due to weather conditions or conditions not within the control of school authorities during any given contract year.
 5. When a local district to which a bargaining unit member has been assigned goes to a delay and then subsequently is open, the bargaining unit member will be expected to report for work at least by the time the local district is declared open after the delay is cancelled.
 6. When a local district to which a bargaining unit member has been assigned goes to a delay and then is subsequently closed, the bargaining unit member will not be required to report for work.
 7. Where days are rescheduled outside the regular calendar, the bargaining unit member's pay will not be reduced at the time of the closing but no additional pay shall be received at the time of working the rescheduled days.
 8. If the programs are canceled during the day, or delayed at the beginning of the day, bargaining unit members shall be paid and shall not be required to make up such time unless required otherwise by law.
- G. The district shall endeavor to hire certified substitute teachers when classroom bargaining unit members are absent.
- H. With the exception of special assignments which may require a contract year beyond the number of days anticipated for full time employees, all other employment in programs extending beyond the regular contract year will be offered:
1. First to the staff currently employed in that program;
 2. Second to properly certified bargaining unit members (including those on layoff) on the basis of seniority;
 3. Third to those other properly certified, who apply;
 4. Before scheduling the days of employment under this section, provision for allowing staff employed under the regular full-time work year in this program to make up lost time, shall be allowed.

Individual contracts will be available for all bargaining unit members at the annual back to school meeting.

ARTICLE VIII

MENTOR TEACHER

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of the School code and shall perform the duties of a Master Teacher as specified in the Code.
- B. Each bargaining unit member in his/her first three (3) years of employment shall be assigned a Mentor Teacher by the administration with the approval of the Association. The Mentor Teacher shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening, collegial fashion.
- C. A Mentor Teacher shall be assigned in writing in accordance with the following:
 - 1. The Mentor Teacher shall be a tenured member of the bargaining unit. unless a qualified bargaining unit member is unavailable. In such a case a mentor teacher may be sought outside the bargaining unit with approval of the Association;
 - 2. A job description with input from the Association will be provided to mentors.
 - 3. Participation as a mentor teacher shall not be required;
 - 4. The administrator shall notify the Association in writing of those members requiring a mentor assignment;
 - 5. The administration will notify the Association in writing when mentor teacher assignments have been finalized;
 - 6. Every effort will be made to match mentor teachers and mentees who work in the same building and have the same area of certification;
 - 7. The mentor teacher assignment shall be for one (1) year subject to review by the Mentor Teacher, Mentee and administration and the Association. This review shall take place within the first two weeks of the beginning of each semester.
- D. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward quality instruction, the Board and the Association agree the relationship shall not be a matter included in the evaluation of the mentor teacher or mentee, except where such information may point to violation of state/federal law.
- E. Upon request, the administration shall make released time available for the regular mentor teacher to work with the mentee in his/her assignment during the regular work day. Where possible the mentor teacher and mentee shall be assigned common preparation time. Activities and released time for both the mentor and mentee will be detailed in the Individual Development Plan (IDP).
- F. A mentor teacher while participating will be paid \$200.00 per year.

ARTICLE IX

STAFF EVALUATIONS

The Association recognizes the right and responsibility of the administrative staff to evaluate the performance of non-administrative professional personnel. The Association also recognizes that visitation of classrooms is often times necessary in order to conduct proper evaluations.

The Board and the Association agree that evaluations shall be used constructively and cooperatively with the staff member in order to assist the staff member in becoming more effective. An evaluation instrument was developed jointly by a committee composed of association and administration and is included as part of this agreement. (Attachment 1)

Probationary teachers/staff members shall be evaluated at least two (2) times per year (once per semester). Each evaluation shall be the result of at least two (2) observations. Tenured teachers and other bargaining unit members shall be evaluated at least once every three (3) years. Performance during the years when formal evaluations does not occur shall be considered to be satisfactory.

All monitoring or observation of the work of a bargaining unit member shall be conducted openly and with full knowledge of the bargaining unit member.

Test results of student performance shall not be used to evaluate a bargaining unit member's performance or fitness for retention.

An evaluation shall be based on not less than one class period or a particular teaching unit, whichever is shorter. All observations upon which evaluations are based shall be conducted during non-confidential interviews.

The administrator shall prepare and submit a written report and recommendation to the bargaining unit member within ten (10) working days of the evaluation. If an administrator believes a bargaining unit member is doing unacceptable work, the reasons therefor shall be set forth in specific terms as shall an identification of the specific ways in which the bargaining unit member is to improve and the assistance with attaining said improvement to be given by the administrator and other staff members. In subsequent evaluation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

The administrator shall hold a post-evaluation conference, if requested by the bargaining unit member, for the purpose of clarifying the written report and recommendations. Such a conference shall be held within ten (10) working days of the submission of the written report to the bargaining unit member.

A bargaining unit member who disagrees with an evaluation or recommendation may submit a written answer which shall be attached to the file copy of the evaluation in question. In the event such answer is not submitted within ten (10) working days, it shall be deemed waived.

No evaluation shall unduly interfere with the normal teaching-learning process.

No complaint against a bargaining unit member shall be used for personnel evaluation unless said complaint is submitted in written form, signed by the complainant, brought to the bargaining unit member's attention within five (5) work days and thoroughly investigated by Administration.

No employee shall be disciplined nor comments included on an employee's evaluation regarding an employee's reporting for work or failing to report for work when acting in compliance with the contract.

ARTICLE X

ASSIGNMENTS, RE-ASSIGNMENTS AND TRANSFERS

Assignments shall be made by the Board subject to the following:

All bargaining unit members shall be given written notice of their tentative assignments for the forthcoming year no later than June 1. The notice shall include departments and work locations;

If a bargaining unit member's assignment for the forthcoming year represents a change in the assignment then held by the bargaining unit member, such reassignment will only be made after meeting with the affected bargaining unit member to discuss the proposed reassignment. Reassignments will not be made capriciously and/or arbitrarily. In the event that more than one bargaining unit member is certified for the assignment, the most senior person who desires the reassignment shall receive first consideration. Seniority shall not apply when the assignment requires unique professional skills and/or a special background;

Such meeting shall occur at least fifteen (15) working days prior to the effective date of the assignment, unless reassignment or transfer has been occasioned by the resignation, illness, death or other physical or mental incapacity of the bargaining unit member, in which case, the time frame for measuring the meeting shall be the notice the Board received from said departed bargaining unit member if it is less than fifteen (15) days.

Transfers or reassignments may be requested by a member of the Association at any time. Such request shall be made in writing to the immediate supervisor with a copy of said request to the Superintendent. Said application for transfer shall set forth the location or position sought, as well as the applicant's qualifications. Any request for transfer shall be acted upon with a reasonable time. No member of the Association shall be discriminated against because of a request for transfer.

A committee of bargaining unit members and administrators will periodically review all existing and proposed job descriptions and, if necessary, make recommendations to the Superintendent for changes therein.

ARTICLE XI

STUDENT DISCIPLINE AND EMPLOYEE PROTECTION

- A. The Board recognizes its responsibility to give reasonable support and assistance to staff with respect to maintenance of control and discipline in the classroom and during the performance of other duties in which the staff may participate within the confines of board policies.
- B. The teacher bears the primary responsibility for maintaining proper control and discipline in the classroom and understands that all disciplinary actions and methods invoked by them shall be reasonable and just and in accordance with the written board policy and administrative regulations.
- C. Whenever it appears that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, or when it appears the presence of a student in the class is disruptive of the educational process, the District shall be notified immediately. Immediate action will be taken to protect the physical safety of the student, other students, and/or the staff.
- D. Any case of assault and/or battery upon a teacher while acting in the scope of his/her employment should be promptly reported to the Board or its designated representative. The Board shall upon request provide legal counsel to advise the teacher of his/her rights and obligations with respect to any such assault and/or battery and shall provide such legal and other necessary representation and assistance as may be required in connection with incidents arising out of a teacher's efforts at self-defense in an attack on him/her. The District shall promulgate rules and regulations setting forth the procedure to be utilized in disciplining, suspending or expelling students for various levels of misconduct.
- E. Before being asked to perform techniques that are fundamental to a student's functioning, the employee shall have the option of requesting training regarding the technique and the District shall provide such training. Said techniques are to be described in writing and placed in each involved student's file. Such training shall be conducted by a person the District believes has an adequate background and is skilled in the technique, and conducted at a time when the staff member is not responsible for other students.
- F. STAFF MEMBER VERSUS STAFF MEMBER COMPLAINT PROCEDURE
 - 1. Purpose: To provide a forum and procedure for review and, if possible, resolve complaints by individual staff members;
 - 2. ISD administration or association might receive complaints;
 - 3. ISD administration and association each appoint an individual to hear and assist in resolution of complaint;
 - 4. Process voluntary;
 - 5. Process would not replace or supplement other forum or remedies;
 - 6. Confidentiality strictly enforced;
 - 7. Process or results of process shall not lead to discipline, negative evaluation or reprisals of any sort;

8. Recommendations, if any, resulting from the complaint review procedure shall be forwarded to the appropriate parties.
- G. An employee shall not be disciplined in retaliation for properly filing a complaint, report or referral in accordance with IDEA or its regulations.

ARTICLE XII

JUST CAUSE AND PROCEDURAL REMEDY

- a) No employee shall be discharged, or disciplined without just cause. Progressive discipline, i.e: A.) Reprimand B.) Suspension and C.) Discharge shall generally apply. The severity of the infraction may result in the skipping of steps of progressive discipline.
- A. Any bargaining unit member who is not subject to the teacher tenure laws of the State of Michigan shall not be discharged without having been given the opportunity to have a hearing pursuant to the following procedure:
1. Any time a bargaining unit member is to be discharged, the Board, or its designee, shall furnish in writing the specific reasons therefore;
 2. The bargaining unit member may request a conference regarding said notice with his/her immediate supervisor and said conference shall take place within five (5) days after said request is made. The bargaining unit member shall have the right to have an association representative of his/her choosing present during said conference;
 3. If the bargaining unit member does not desire to have a conference, she/he may request the Superintendent to schedule a hearing concerning said discharge before the Board within twenty (20) days. Said hearing shall take place within fifteen (15) days from the date of said request, which is to be made in writing. At said hearing the bargaining unit member may be represented by counsel, may present witnesses or documents on their own behalf, and may cross examine the witnesses proceeded by the Board. Evidence at said hearing may be transcribed by any means which would accurately reduce the proceedings to a record which could be preserved, provided both the Board and the bargaining unit member so agree. The bargaining unit member may request that this hearing be public or kept private, at his/her option. Within ten (10) days from the date the Board concludes said hearing, the bargaining unit member shall be notified of the decision which shall likewise be in writing specifying the reasons thereof. The decision when made shall be based upon the evidence produced at said hearing;
 4. The Board's decision shall be reviewable by an arbitrator on a de novo basis. Said arbitrator is to be selected in accordance with the rules of the American Arbitration Association, with the rules and practices of said Association to govern said arbitration hearing. Provided, however, that any decision of the Board that has been subject to request for review within thirty (30) days from the date of posting said decision in the mail addressed to the bargaining unit member at his/her last known address shall be final and conclusive.

ARTICLE XIII

ABSENTEEISM AND TARDINESS

- A. Unauthorized absenteeism may be grounds for loss of pay, suspension, and/or dismissal. Each bargaining unit member is expected to notify the Superintendent or his/her designee in the event there is to be a loss of time. Such notification shall include the amount of time the bargaining unit member expects to be gone. Additional time, beyond the original loss of time contemplated, shall be made in the same manner.
- B. It is expected that each bargaining unit member will be prompt and prepared for work and will report to the assigned work station at the prescribed time.
- C. Any bargaining unit member finding that he/she will not be available for work at the prescribed time shall notify the Superintendent and/or his designee in advance, except in cases of unusual circumstances when notification will be made at the earliest opportunity. Failure to comply with this procedure may be considered grounds for loss of pay, suspension, and/or dismissal.

ARTICLE XIV

LEAVES WITH PAY

A. SICK LEAVE

1. Each bargaining unit member contracted for at least 185 days of employment will receive fifteen (15) days sick leave on the first day of his/her employment and ten (10) days sick leave on the first day of each school year thereafter. Those employees working more than 185 days shall earn an additional leave day for each twenty (20) days worked beyond 185. These days will be allowed to accumulate to a cap of 90 days by the end of any given school year. Bargaining unit members will be reimbursed for any unused sick days above the 90 day cap at a rate of 75% of the current substitute pay at the end of each school year. This rate will increase by \$1.00 per day for each .1 (1/10) of sick day decrease in sick-day usage based on the three year average per capita sick-day usage by professional staff. This three-year average will be updated annually. This reimbursement rate will not be allowed to increase to an amount greater than the daily rate of pay for substitute teachers. Sick leave for less than full-time employees shall be prorated based on the leave granted for full-time employees.
2. Sick leave shall be allowed for illness, disability (including pregnancy related) of a bargaining unit member or for the illness of a member of the bargaining unit member's immediate family. For definitional purposes, immediate family shall mean father, mother, spouse, significant other child, sibling, grandparent, grandchild, step-family, and in-laws. Other relatives may be included at the discretion of the Superintendent.
3. In cases of family illness or extended personal illness and where all sick leave, including accumulations thereof, have been exhausted, the bargaining unit member shall be placed on leave without pay for a period not to exceed one year. The Board may, if circumstances warrant, continue all or part of the bargaining unit member's salary during this leave. Under the provisions of the Federal Family Medical Leave Act, fringe benefits shall be provided and paid for by the employer for the first three (3) months of this leave. The bargaining unit member may be allowed to continue his/her health insurance at his/her own expense thereafter during this same period if allowed by the insurance carrier. The Board may extend this leave under extraordinary circumstances.
4. If the Board has a non-discriminatory reason to believe that a bargaining unit member is abusing the sick leave provision, it may give the bargaining unit member notice of the fact that he/she will be required to provide substantiation for further absences. Such notice and requirement shall expire on the following June 30th. If such notice has been provided, the Board shall reimburse the bargaining unit member for actual medical costs if the bargaining unit member obtains a physician's statement to the effect that "the bargaining unit member's health condition makes work inadvisable" and also includes an estimate of the duration of the condition. The Board shall not reimburse expenses eligible from third party payment (e.g. insurance, Medicaid).

B. WORKERS COMPENSATION LEAVE

The Board shall allow each bargaining unit member who is absent or on leave because of a work connected or job related injury to receive the difference between the Worker's Compensation payment and their full salary for a period of time not to exceed six (6) months in all compensable cases. These days shall not be charged against personal or sick leave. The Superintendent with the approval of the Board may extend the six (6) month provision.

C. BEREAVEMENT LEAVE

Each bargaining unit member shall be granted up to five (5) consecutive days leave with pay for the death of a member of the immediate family of the bargaining unit member. For definitional purposes, immediate family shall mean father, mother, spouse, child, significant other, sibling, grandparent, grandchild, step family, and in-laws. Other relatives may be included at the discretion of the Superintendent. Provided, however, that the Superintendent may extend said leave under extraordinary circumstances.

D. PERSONAL BUSINESS LEAVE

Each full time bargaining unit member shall be granted two (2) personal business leave days per year, the same to be credited to member's account on July 1 of each year. It is understood that the bargaining unit member shall notify his/her supervisor in writing in advance when he/she intends to utilize a personal business leave day, except in case of an emergency. Personal leave days may be accumulated to a maximum of five (5) days. Unused personal leave days shall transfer to, and accumulate as, sick leave. Personal leave for less than full time employees shall be prorated based on the leave granted for full-time employees.

E. EMERGENCY LEAVE

A maximum number of three (3) days may be granted to a bargaining unit member during any one year for emergencies which might develop and for which sick leave or personal business leave days do not apply. Such leaves must be applied for through the office of the Superintendent as far in advance of the leave day as is possible. A written report of the reason for said leave shall be filed in the superintendent's office within one week from the bargaining unit member's return to work. Granting of such emergency leave shall be discretionary with the Superintendent and shall be deducted from accumulated sick days.

F. JURY DUTY

Each bargaining unit member shall be encouraged to fulfill his/her civic responsibility as a juror if summoned (as a juror) during his/her time of employment. He/she shall be paid his/her regular salary by the district during his/her required attendance as a juror less the per diem paid by the court. Said bargaining unit member shall keep all compensation earned as a juror during this time.

G. PROFESSIONAL MEETINGS AND RELEASE TIME

Professional meetings, conferences and release time for graduate study, during the academic year, for meeting certain certification requirements or for professional growth are recognized by the parties as an important aspect of the ongoing educational process. Should the bargaining unit member wish to attend any such meetings or conferences, or should the bargaining unit member desire to avail himself/herself of any release time, a written request shall be submitted to the Superintendent which request shall include a description of the activity, its duration and the anticipated expense. The Superintendent's approval must be obtained before said activity is attended. The Superintendent shall among other things use the following criteria to determine whether the request shall be granted: relative worth of the activity, budgetary considerations, program demands, whether the programs are taught in the evening or during summer break, and the impact of the bargaining unit member's absence from the district.

ARTICLE XV

SABBATICAL LEAVE

- A. Sabbatical leave of absence may be granted to members of the professional staff of the district. The granting of such leave is subject to approval by the Board upon the recommendation of the Superintendent, when in their considered judgment the professional competence of the staff member and the general welfare of the district will be benefited.
- B. Any professional staff person who meets the qualifications shall be eligible to apply for Sabbatical leave under the following conditions and requirements:
1. Applicant must hold a permanent, life or continuing certificate;
 2. Applicant must have seven (7) consecutive years of service as a full time employee with the district. Absence from service in the district for a period of not more than one year under a Leave of Absence without pay, granted by the Board shall not be deemed a break in the continuity of service required by this section but shall not be included as a year of service in computing the seven consecutive years;
 3. Subsequent Sabbatical leaves may be authorized after eligibility has been re-established by service of an additional seven (7) consecutive years of service as a full time employee;
 4. No more than one professional staff person may be granted Sabbatical leave each year;
 5. A Sabbatical leave may be granted for a period of not less than one full semester nor for more than two full consecutive semesters;
 6. As a condition to receiving final approval for a Sabbatical leave, a professional staff member shall file with the Secretary of the Board a written contractual agreement, stipulating that he/she is an employee of the district for the duration of the Sabbatical leave and that he/she will remain in the service of the district for a period of at least one year following the expiration of said leave.
- C. Sabbatical leave is granted to professional staff members to enable them to improve their abilities and increase their value to the school district. Such improvement is usually achieved by formal study, research and/or writing. Applications for Sabbatical leaves for other types of activities (including travel) will be considered on their merits and may be approved by the Board upon the recommendation of the Superintendent.
1. The following information shall be presented in the application as evidence of the employee's plan to fulfill the purpose of the leave:
 - a. For formal study--A plan of work shall be outlined which will qualify the applicant for a higher credential in his/her profession, or which will include a program of recognized courses intended to improve the present or prospective service of the applicant in his/her profession;
 - b. For research and/or writing--The proposed project shall be outlined and approved in relating to the present or prospective service of the applicant in his/her position;

- c. For other reasons--A plan shall be submitted stating the professional objectives which are to be achieved through the opportunities afforded by the leave, and also stating the expected value to the school system. It is understood that travel is included among the authorized purposes of Sabbatical leave.
- B. Applications for Sabbatical leave must be filed with the Superintendent. The due date of such applications shall be March 1 for leaves beginning with the first semester and October 15 for leaves beginning the second semester. The Superintendent shall inform the applicant in writing that the request is granted or rejected, within sixty (60) days after the due date for filing the application.
- E. The following additional conditions and procedures shall control with reference to applications for Sabbatical leave:
1. In recommending approval of an application, the Superintendent shall consider the following factors:
 - a. date of filing application; (b) purpose of leave; (c) seniority in the district; (d) quality of past services rendered; (e) professional growth of the staff member in relation to the purpose of the leave; (f) potential benefit to the school district if the purposes of the leave are achieved; (g) availability of funds; (h) other factors deemed important;
 2. Approval of a Sabbatical leave by the Board will be contingent upon securing an employee qualified to assume the applicant's duties;
 3. Within fourteen (14) days following approval, but not later than May 15 for leaves beginning with the first semester and January 1 for leaves beginning the second semester, the individual who has been granted a Sabbatical leave must indicate his acceptance or rejection of the leave requested;
 4. A Sabbatical leave, once accepted, may not be terminated before the date of expiration, except as otherwise provided herein or as otherwise agreed by the Superintendent and the Board.
- F. Requirements and Status while on Sabbatical leave:
1. Financial;
 - a. For salary purposes only, a term of Sabbatical leave shall be considered as experience when computing salary at the beginning of the next full year of school following the employee's return to service with the district,
 - b. Any teacher on Sabbatical leave will receive a salary of one-half (1/2) of the contracted amount he/she would have received had he/she remained. Such salary will be paid on the regular pay periods during the leave,
 - c. Teachers on Sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees' Retirement Board.
 2. Reports required while on Sabbatical leave;

An employee on Sabbatical leave shall report to the Superintendent as follows;

- a. The employee shall immediately request approval from the Superintendent for any substantial changes in the planned program of the leave as outlined in the approval application,
 - b. An interim report shall be filed at the mid-point of the period for which the leave is taken. This report shall contain sufficient information to enable to superintendent to determine that the leave is being utilized in the approved manner,
 - c. A final report shall be filed with the superintendent in accordance with the provisions as stated in Section 3b below,
 - d. The Superintendent may require, and the employee shall promptly furnish, such additional reports as the Superintendent deems necessary or reasonable to determine that the employee is fulfilling the agreement and all the requirements of the leave.
3. Requirements and Status upon return from Sabbatical leave;
- a. At the expiration of a Sabbatical leave the employee shall be restored to his/her position or to a position of like nature, seniority, status, and pay, provided that the employee remains eligible for reinstatement under other provisions of this agreement,
 - b. Each employee returning from Sabbatical leave shall file a written report with the Superintendent not later than one month after the day on which the employee again resumes active service. The report shall include the names of the institutions attended, courses pursued, transcript of credits received, and how experience gained may be applied to the benefit of the district. An employee shall not be considered as having completed the obligation of the Sabbatical leave until his/her final report has been received by the Superintendent,
 - c. In the event the staff member on sabbatical leave fails to return to the employ of this school district after the completion of the sabbatical leave, he/she will reimburse the district for all monies funded to him/her under this sabbatical leave agreement. Such reimbursement will be completed within one year after the expiration of the sabbatical leave. Failure to achieve 50% reimbursement within six (6) months after the expiration shall make the total amount due and payable at that time.

ARTICLE XVI

LEAVES WITHOUT PAY

A. FAMILY MEDICAL LEAVE

In cases of family illness or extended personal illness, a bargaining unit member may request, and the Board shall, following the provisions of the Family Medical Leave Act, grant an unpaid family medical leave. Under the provisions of this Act, fringe benefits shall be provided and paid for by the employer for the first twelve (12) weeks of this leave. The bargaining unit member may choose to continue his/her health insurance at his/her own expense as permitted by law. If the employee fails to return from FMLA the District may recover the cost of District paid insurance premiums as approved by the law.

B. CHILD CARE LEAVE

A bargaining unit member may request child care leave and the Board shall grant the same without pay subject to the following: Such leave shall not exceed the next two (2) semesters subsequent to the semester in which the leave is requested.

C. MILITARY LEAVE

A bargaining unit member who leaves the district in order to meet the obligations of compulsory military service in any branch of the armed services of the United States and who, upon termination of service, receives an honorable discharge, is still qualified and competent to perform the duties of his/her position and makes applications to the district within ninety (90) days following his/her date of separation, which application shall include the expected date when the bargaining unit member shall commence work, which shall be not less than ninety (90) working days from the date of application except by mutual agreement, shall be restored to his/her position or to a position for which he/she is certified/approved/licensed.

D. MISCELLANEOUS

A leave of absence without pay may be granted to a bargaining unit member for the following reasons: (1) continued study; (2) personal business; (3) political activity. Such leave may be for a period not more than one year. Leave under this section, may be renewable at the discretion of the Board.

E. MATERNITY LEAVE

The Board shall grant a leave of absence for maternity to any bargaining unit member employed by the district. As a condition precedent to said leave, the leave must be accompanied by a physician's statement showing the anticipated date of delivery. In consideration of the bargaining unit member's health and job responsibilities, the Superintendent/designee and the bargaining unit member shall determine when the leave commences and when the leave shall terminate based upon a physician's recommendation. The bargaining unit member may use any accumulated sick days for all or any portion of said leave. Provided, however, that when sick days have been exhausted, leave shall be without pay.

F. RETURN FROM LEAVE

Return from leave shall be to the same or a similar position and shall not deprive the bargaining unit member of formerly accumulated sick leave or position on the salary schedule. The time schedule for leaves shall be developed by the bargaining unit member and the Superintendent/designee. If a bargaining unit member

wishes to modify the agreed to time schedule or extend the leave for another two (2) semesters, he/she shall request such writing and the Board may, at its discretion, renew the leave.

ARTICLE XVII

NOTIFICATION OF STAFF OPENINGS

- A. When a vacancy or new position occurs within the professional unit, the following shall occur:
1. Professional employees shall receive written notification of all bargaining unit position vacancies or new positions to be included with their payroll check or regular mail at their last known address as disclosed by personnel files at least two (2) weeks prior to filling the position or vacancy except in case of emergency. A condition of emergency is to be agreed by the HCISDEA President or designee and the Superintendent; additionally professional employees shall receive e-mail notification of all bargaining unit position vacancies or new positions.
 2. Employees who have been laid off or are on leave shall receive written notification of a vacancy or new position and a description thereof by regular mail at their last known address as disclosed by personnel files at least two (2) weeks prior to filling the position or vacancy;
 3. Notice of any vacancy or new position and a description thereof will be at Hayes Building, Dean Jennings Building, Greenfield School, Lochaven Center, Workforce Development and Technology Center, and posted on the HCISD website.
 4. Bargaining unit members and persons laid off or on leave who are interested in a specific vacancy or position shall inform the Superintendent in writing. If any such person is not accepted for said vacancy or position, and requests an explanation, the Superintendent shall provide written statement of reasons for such denial;
 5. When certification, approval, license, length of service in the subject area within the district, experience in the subject area, evaluation, and overall qualifications are equal, vacancies shall be filled on the basis of length of service in the district.

ARTICLE XVIII

SALARY CREDIT/SENIORITY

- A. Seniority shall be defined as the length of service in the bargaining unit from the employee's date of hire. Date of hire will be defined as the date the Board took action to hire the said employee. If more than one employee has the same date of hire, seniority will be determined by scheduled first day of work; if employees have the same first day of work, it shall be determined by lottery within ten (10) days.
- B. No later than thirty (30) days following the ratification of this agreement, and each new school year hereafter, the employer shall prepare a seniority list of all bargaining unit members. All bargaining unit members shall be ranked on the list in order of seniority. The seniority list shall be posted by October 15th for thirty (30) calendar days. Objections to the October list shall be filed in the posting period, thereafter, the list shall be final and conclusive.
- C. Administrators will be allowed to retain seniority for the period of time during which they served in bargaining unit positions.
- D. Seniority shall be lost when employment is terminated by resignation, retirement, ~~or~~ discharge for cause, as set forth in Article XIX(E)(1).
- E. Seniority shall continue to accumulate when bargaining unit members are employed and/or are on approved leave as defined in other sections of this contract. Laid off staff members shall retain seniority accumulated prior to layoff.
- F. Bargaining unit members working more than 50% of the scheduled days in a semester shall earn one semester of seniority. Those working up to and including 50% of the days in a semester shall receive one-half (½) of a semester of seniority.
- G. Salary changes will take place on the first day of each school year, or the first day of the second semester. Credit for salary schedule purposes will be credited as stated above.

ARTICLE XIX

LAYOFF AND RECALL

- A. In the event reduction of staff through layoff is contemplated, the following procedure will be utilized;
1. If reduction of personnel is necessary, any probationary employee in the specific position being reduced or eliminated will be laid off first, provided there are certified and/or approved personnel to replace and perform all of the duties of the laid off personnel;
 2. If further reduction is necessary, layoff will occur based on the following factors: a) Certification/approval/license, b) Length of service in the district as a bargaining unit member, c) Professional experience in the discipline within the bargaining unit;
- B. Certifications/approval/license shall be defined as possessing the necessary credentials to satisfy state law in the area in which the employee is working.
- C. 1. After reduction of employees as outlined above, if there are positions that become vacant, laid off employees who are certified/approved/licensed will be given the first opportunity to fill such positions. In the event two (2) or more employees are certified/approved/licensed, recall will proceed in accordance with 2a above. If all factors are equal, recall will proceed according to seniority.
2. No new employees shall be hired while there are bargaining unit members on lay-off who are certified/licensed/approved to fill the position.
 3. Laid off bargaining unit members may continue insurance benefits by paying the premium with approval of the insurance carrier.
 4. The Board may, when circumstances require, temporarily fill such vacancy with substitute personnel. However, the Board shall use its best efforts to fill the position as soon as possible.
- D. Except in the event of an emergency, all employees to be laid off shall be given forty (40) calendar days written notice.
- E. Recall of all employees shall be in the reverse order of lay-off. Those laid off last will be recalled first.
1. Bargaining unit members on layoff shall retain their right to recall for up to three (3) years.
 2. All employees who are to be recalled shall be notified by certified mail, return receipt requested, at their current addresses as reflected by their school personnel file.

The return of the certified mail receipt or the notification from post office authorities that the notice was not received shall constitute said notice.

3. Said bargaining unit members will have ten (10) working days from receipt of notice to notify the Board, in writing, regarding their acceptance of the position. The ten (10) working days will mean days which the Intermediate School District office building is scheduled for work.
4. Failure to accept the recall in the manner described above will result in forfeiture of all future rights of recall unless the Michigan Tenure Commission or the courts provide otherwise.

5. Refusal of less than a full-time position shall not forfeit the bargaining unit member's right to remain on the recall list.
6. Recalled bargaining unit members shall retain all sick leave and other benefits.

ARTICLE XX

GRIEVANCE PROCEDURE & ARBITRATION

- A Definition and Presentation. A grievance is defined as an alleged violation of a specified Article or Section of this agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance, but such grievance shall be processed through the following grievance procedures.

When a cause for complaint occurs, the affected bargaining unit member shall request a meeting with his/her immediate supervisor within forty five (45) of the affected employee's work days of the cause of complaint or knowledge of same, in an effort to resolve the complaint. The association may be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the results of the meeting, he/she may formalize the complaint in writing as provided hereunder.

- B Procedure.

Step 1. Within five (5) working days of the above meeting the employee will present the grievance in writing to his/her immediate supervisor. Within ten (10) working days after presentation of the grievance, the immediate supervisor shall give his/her answer in writing to the employee

Step 2. If the grievance is not resolved through Step 1, the employee may within ten (10) working days from receipt of the immediate supervisor's answer, submit to the program director a signed written statement of grievance, a copy of which shall be given to the immediate supervisor simultaneously therewith. The statement of grievance shall name the employee involved, shall state facts giving rise to the grievance, shall identify all provisions of this agreement which are alleged to be violated by appropriate reference, shall state the contention of the employee and union with respect to these provisions, and shall indicate the relief requested. This grievance shall also be signed by the employee involved. The program director shall answer said statement of grievance in writing within ten (10) working days after receipt of the written statement of grievance. Additional time may be allowed by mutual agreement of the program director and employee if further investigation is warranted.

Step 3. If the grievance is not resolved through Step 2, the same shall be submitted in writing within ten (10) working days to the Superintendent for review. The Superintendent shall within ten (10) working days notify the employee in writing of his/her decision concerning said grievance.

Step 4. If the grievance is not resolved through Step 3, the Superintendent together with a representative or representatives of the Board of Education, the grievant, and the designated representatives of the union shall meet within thirty (30) working days, to discuss the grievance unless a longer time is mutually agreed upon. The Board shall issue its final disposition in writing within ten (10) working days of the meeting described above.

Step 5. If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step 4, either the Board or the Association within ten (10) working days of receipt of the Board's written disposition shall have the right to appeal the dispute to Arbitration. The grievance shall be submitted to the American Arbitration Association in accordance with its rules.

- C. The term “days” when in this Article shall mean work days. During the summer “days” shall be when the administrative office is open. Time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement which shall not be unreasonably denied.
- D. Powers of Arbitrator. It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this agreement.
1. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
 2. He/she shall have no power to establish a salary schedule different from the one contained in the master agreement.
 3. He/she shall have no power to rule on any of the following:
 - a. Discharge or failure to employ any probationary teacher or any other teacher in a situation where the tenure commission has jurisdiction. This subsection shall not deal with layoff or recall;
 - b. Any claim, except as hereinbefore noted, where a bargaining unit member has chosen to pursue redress in another legal forum;
 - c. Any matter involving the substantive portion of teacher evaluations as long as the procedural portions established in Article 9, Staff Evaluations, have been complied with.
 4. He/she shall have no power to change any practice, policy or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board. His/her powers shall be limited to deciding whether the Board has violated the express articles or sections of this agreement.
 5. He/she shall have no power to decide any question which, under this agreement, is within the responsibility of management to decide.
- E. There shall be no appeal from an arbitrator’s authority as set forth above. Said decisions shall be final and binding on the Association, its members, the employee or employees involved and the Board.
- F. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- G. It is understood that the Association may file grievances on behalf of members or groups of members so long as such grievances shall be signed by either the Association President or his/her designee.

ARTICLE XXI

NEGOTIATION PROCEDURES

- A. Negotiations shall be conducted during non-school hours, except under extra-ordinary circumstances. However, when negotiations are conducted during regular school hours, release time shall be provided for not to exceed three (3) members of the Association's negotiating committee.
- B. Copies of the final agreement shall be printed at the expense of the employer and one copy shall be furnished to each employee now employed or hereafter hired by the employer. Additionally, the employer shall furnish fifteen (15) copies of the Agreement to the Association, without charge.
- C. If any provision of this Agreement or any application of the Agreement to any bargaining unit member or members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. This Agreement shall supersede any rules, policies, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

ARTICLE XXII

COMPENSATION AND INSURANCE

A. COMPENSATION

1. All certified professional staff shall be placed on the proper step on the salary schedule, based on experience and training. Full credit in the field of experience will be granted up to and including three (3) steps below the top of the appropriate salary schedule. Up to five (5) years credit may be given in any related experience field, but not to exceed the aforementioned three (3) steps below the top of the appropriate schedule.
2. Additional graduate work (in the field of competency) shall be reimbursed at the rate \$120.00 per semester hour. Above reimbursement will be made for term/quarter hours on a pro rata basis with three (3) quarter/term hours equal to two (2) semester hours of credit. Reimbursement will be provided only for those hours earned after completing necessary course work needed for full approval and full certification.
 - a. Additional undergraduate courses (in the field of competency) shall be reimbursed using the above formula when the course is approved by the bargaining unit member's supervisor. Factors such as course content, appropriateness of the course to the bargaining unit member's assignment and needs of the school district will be considered by the supervisor. No course will be approved until the bargaining unit member has been fully certified and fully approved.
 - b. "In the Field of Competency", shall describe those courses in which a bargaining unit member may enroll to improve skills which would enhance the staff member's performance in the specific position in which he/she is currently employed and shall also include courses leading to a degree in the specific skill area in which the bargaining unit member is currently employed.
3. Adjustment in salary is to be made as of the beginning of the work year and the first day of the second semester for any credits earned during previous semester.

B. BASE SALARY

1. The base salary schedule for the 2009-2010 school year shall be in accordance with Schedules "A and B" attached hereto and made a part hereof. Said schedules represent a zero percent (0%) wage increase for 2009-2010. An additional 0.5% on schedule and 0.5% off schedule increase for the 2010-2011 school year shall be effective July 1, 2010 for both schedules. An additional 1.25% increase for the 2011-2012 school year effective July 1, 2011 for both schedules. Note: Professional staff hired after July 1, 2008 are placed on and remain on Schedule "B".
2. Pay for extra hours worked in lieu of compensatory time shall be paid at the rate of the 1/7 of the bargaining unit member's per diem rate for each hour worked beyond the regular school day.
3. Employees who work more than 185 days shall be paid at the same rate for time beyond 185 days as for the original 185 days. The rate of pay will be determined by the salary schedule appropriate for the time during which the days are worked.

C. LONGEVITY PAY

1. Longevity is defined as years of service to the Hillsdale County Intermediate School District.
2. To qualify for longevity payments, employees must have eight (8) years of service to the Hillsdale County Intermediate School District and attainment of the top step of the salary schedule with respect to their degree or earned academic hours.
3. Bargaining unit members who have met the eligibility criteria in #2 above and are entering their 1st, 2nd, 3rd, or 4th year of eligibility for longevity payments will receive an additional 1.5% increase in base salary. Those entering their 5th, 6th, 7th, 8th, or 9th year of eligibility for longevity payment will receive an additional 2.5% increase in base salary. Those entering their 10th, 11th, 12th, 13th, or 14th year of eligibility for longevity payments will receive an additional 4.5% 5% increase in base salary. Those entering their 15th or greater year of eligibility for longevity payments will receive an additional 6% increase in base salary.

D. SEVERANCE PAY

1. When a bargaining unit member leaves the employ of the District after at least ten (10) years of service to Hillsdale County Intermediate School District, his or her accumulated sick leave will be paid to that bargaining unit member at the time he/she resigns or retires at a rate of 75% of current substitute pay.

E. INSURANCE

1. The Board shall provide to the bargaining unit members, the choice of MESSA Super Care I PAK A, PAK B or MESSA Choices II PAK C described below for a full twelve (12) month period for each year of this Agreement for the teachers and their eligible dependents as defined by MESSA, including sponsored dependents.

MESSA Super Care I and MESSA Choices II PAK C health insurance shall be fully paid by the Board.

Teachers who elect MESSA Super Care I PAK A coverage shall be responsible to pay 100% of the difference between Super Care I PAK A and Choices II PAK C per month.

Effective July 1, 2011 the Board shall pay the first seven percent (7%) of actual insurance premium increase as determined by the July 1 MESSA composite rate. Any increase over 7% shall be shared equally between the Board and Employee.

Effective with the MESSA renewal composite rate (July 1, 2012) the parties shall share any premium increase based on a 50/50 split with the Board's share being a maximum of seven percent (7%) until the successor agreement is bargained (unless state or federal law requires a greater contribution or other changes in insurance).

The Board shall provide a Qualifying 125 Plan, which permits a member's contribution towards premiums to be paid with pretax dollars. Teachers electing to use the Section 125 Plan shall do so through a Salary Reduction Agreement and payroll deduction. All costs relating to the implementation and administration of benefits under the program shall be borne by the Board. Teachers electing health insurance will have a choice of: MESSA SUPER CARE I, PAK A or MESSA, Choices II PAK C.

PAK A

MESSA SUPER CARE I Prescription	Health Insurance MESSA RX Saver \$300/\$600 In Network \$600/\$1200 Out of Network
Office Visit/Urgent Care/ER:	\$5/\$10/\$25
MESSA Life Insurance	\$45,000 + AD&D
MESSA/Delta Dental Plan	Class I at 80% Class II at 80% Class III at 80% Class I, II & III Annual Maximum = \$1,000 Class IV at 80% with a Lifetime Maximum of \$1,300
MESSA/Vision Service Plan	VSP2 Silver
Long Term Disability	66 2/3%, \$5,000 maximum, 90 Calendar Days-Modified Fill Maternity coverage: Pre-existing condition waiver Freeze on offsets/ Alcohol/Drug waiver – Same as any other illness Mental/Nervous Waiver -Same as any other illness.

PAK B

Those members not electing health insurance shall be eligible for PAK B outlined below:

MESSA Life Insurance	\$50,000 + AD&D
MESSA/Delta Dental Plan	Class I at 80% Class II at 80% Class III at 80% Class I, II & III Annual Maximum = \$1,000 Class IV at 80% with a Lifetime Maximum of \$1,300
MESSA/Vision Service Plan	VSP2 Silver
Long Term Disability	66 2/3%, \$5,000 maximum, 90 Calendar Days-Modified Fill Maternity coverage: Pre-existing condition waiver Freeze on offsets/ Alcohol/Drug waiver – Same as any other illness Mental/Nervous Waiver -Same as any other illness.

PAK C

MESSA Choices II Prescription	Health Insurance MESSA RX Saver \$5/\$10/\$25 \$300/\$600 In Network \$600/\$1200 Out of Network
Office Visit/Urgent Care/ER:	
MESSA Life Insurance	\$45,000 + AD&D
MESSA/Delta Dental Plan	Class I at 80% Class II at 80% Class III at 80% Class I, II & III Annual Maximum = \$1,000 Class IV at 80% with a Lifetime Maximum of \$1,300

MESSA/Vision Service Plan
Long Term Disability

VSP2 Silver
66 2/3%, \$5,000 maximum,
90 Calendar Days-Modified Fill
Maternity coverage: Pre-existing condition waiver
Freeze on offsets/ Alcohol/Drug waiver – Same as any other
illness
Mental/Nervous Waiver -Same as any other illness.

2. With attainment of Medicare eligibility, Medicare Part B premiums shall be paid on behalf of the bargaining unit member, spouse and/or dependents when Medicare is elected in lieu of MESSA Health Care protection or, when the bargaining unit member's spouse is not affected by the Age Discrimination in Employment Act (ADEA), or when Medicare Part B is elected while receiving Social Security disability benefits.
3. A person who is hired, or currently employed, by the HCISD in the capacity of a professional staff member, who has retired under the Michigan Public School Employees Retirement System (MPERS), and who is receiving health insurance as a retirement benefit from MPERS, may have the option to waive the current requirement to "select MESSA PAK A, MESSA PAK B" or MESSA PAK C as stipulated in E.1.
The intent is to allow employees who have already retired, to work for the HCISD without having to purchase a pro-rated amount of insurance.

F. SECTION 125 – CASH OPTION

1. The employer shall provide a cash option in lieu of health benefits. The cash amount shall be \$400 per month for members who choose PAK B benefits.
 2. The amount of the cash payment received may be applied by the bargaining unit member to a tax-deferred annuity. To elect a tax-deferred annuity, the bargaining unit member shall enter into a salary reduction agreement.
 3. All costs relating to the implementation and administration of the Section 125 program shall be borne by the employer.
- G. 1. Part time bargaining unit members shall be provided with part time benefits prorated to hours worked.
2. All other benefits shall apply and be prorated as per this contract and length of contracted employment except that where a staff member has already attained 100% of insurance/annuity entitlements; no additional payments will be allowed according to this additional employment provision.
- H. Bargaining unit members employed beyond 185 days and having attained 100% of insurance entitlements will not earn additional benefits for such extended employment.

I. REIMBURSEMENT FOR USE OF PERSONAL AUTOMOBILE

All allowable mileage to be paid to any employee shall be paid at the rate per mile of the Internal Revenue Service deduction for use of an automobile in business under itemized deductions. The determination of allowable mileage reimbursement will be made effective each January 1st and will apply for the next twelve months. The travel reimbursement rate which is effective January 1 through December 31 is the Internal Revenue Service deduction rate for the previous calendar year. Each employee when computing the allowable mileage should do so by taking the miles driven between his/her office and a place to which he/she must drive as part of his/her normal work schedule. For purposes of this Article, no mileage shall be allowed between the employee's home and his/her office.

J. MALPRACTICE INSURANCE

The Board will maintain a minimum of \$1,000,000.00 coverage on the professional staff (bargaining unit members) described as incidental medical malpractice liability coverage in the property/casualty pool policy-broad form comprehensive general liability endorsement and further contained in the errors and omissions policy.

K. RETROACTIVE COMPENSATION

Retroactive compensation due shall be paid in one lump sum and be paid by the last pay period in December 2010. Compensation will be retroactive to July 1, 2010

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

- A. This agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. This agreement may be modified, in whole or in part, by the parties by an instrument in writing duly executed by both parties.
- B. This agreement shall supersede any written policies of the Board or written Administrative regulations which are contrary to its terms.
- C. If any article or section of this agreement shall be found to be contrary to existing law, this shall not invalidate any of the other articles or sections of this agreement.
- D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws and Statutes related thereto.
- E. Under the provisions of section 380.1231 of the Michigan School Code, each bargaining unit member shall be provided with an individual contract. Any individual contract between the employer and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- F. The annual professional staff calendar shall be developed by consultation with the professional staff.
- G. **REGARDING EDUCATIONAL REFORM LEGISLATIVE CHANGES:**
Because currently there are so many uncertainties about the implications of recent educational reform legislative changes upon this bargaining unit, the parties have not addressed these potential issues including, but not limited to, charter schools, length of school day, "at risk" students and school code changes. Therefore, it is hereby agreed between the parties should these changes create a need for modification in the working conditions, hours, or salary of bargaining unit members during the life of this contract, the following shall occur:
 - 1. Both parties have the responsibility to inform the other party of possible contract changes as soon as that party is so aware;
 - 2. Either party may then initiate the negotiations process for the purpose of adding an addendum to the current contract in order to address such issues;
 - 3. Such negotiations shall be conducted in good faith in the mutual interest of fairly and quickly addressing such issues.

ARTICLE XXIV

SPECIAL SUMMER PROGRAMS

- A. Each year the District will appropriate an amount to be used for funding special summer projects/programs. The District will solicit proposals from bargaining unit members with such proposals designed to help implement specific board adopted goals. Such proposals will be for operation of programs/services provided by bargaining unit members during the summer as special summer programs.
- B. The district will review each proposal received and will evaluate and rank each proposal according to its perceived ability to assist in implementation of board goals, availability of funds, cost effectiveness and such other criteria as the District deems appropriate. The District will determine, on the basis of the above review, which, if any, proposals will be funded. However, if the District's evaluative criteria indicate proposals are equal in rank, then seniority of the bargaining unit member having more seniority being afforded a higher rank than one from a bargaining unit member with less seniority.
- C. Total funding for all proposals in a given school year will be determined solely by the District as will ranking, evaluative criteria and selection of any proposal for funding. The District's evaluation of proposals, ranking decision on funding will be final and will not be the subject of any grievance, complaint or action initiated through the grievance process or through any other forum.

ARTICLE XXV

RETIREMENT INCENTIVE PROGRAM

(An incentive program for employee resignation and/or retirement.)

- A. The District agrees to pay employees, who have worked a minimum of fifteen (15) years in the district, an amount equal to the purchase of MPERS universal service credit time in accordance with the following:
1. The employee will provide irrevocable written notice to the District of intent to retire or resign from employment with the Hillsdale County Intermediate School District. Such notice will include the effective date of retirement or resignation from the employ of the District, the number of years "buy up" needed to make thirty (30) years service credit *and a current service credit statement from MPERS;
 2. When conditions described in number 1 above are met, the District will, upon receipt of MPSEER'S invoice, pay the employee for up to and including four (4) years service credit needed to total thirty (30) years service credit *for the employee. Payment by the District to MPERS will be made prior to the employees last day of work;
 3. If payment is not made directly to MPERS, payment will be made to the employee in accordance with the normal payroll procedure;
 4. An employee considering this retirement incentive program will advise the District in writing by June 1 of the school year prior to the school year in which he/she plans to present his/her letter (#1 above). Such advisory notice will include the anticipated date of retirement or resignation and the number of years (up to and including four (4) of District payment. It is acknowledged that this written notification is advisory only and does not obligate the employee to resignation and/or retirement to MPERS. However, no District payment to employees under this retirement incentive program will occur unless the June 1 written advisory notice has been filed with the District.

*Note: Included also will be employees who have been employed by the District for at least fifteen (15) years and resign from the District and/or retire to the MPERS, but with the District buyout of up to and including four (4) years service credit, may not have a total of more than thirty (30) years service credit. In no case will the District pay any employee for service credit that will provide more than a total of thirty (30) years service credit for that employee.

ARTICLE XXVI

DURATION OF AGREEMENT

This agreement shall remain in effect until the 30th day of June 30, 2012.

IN WITNESS WHEREOF we have hereunto set our hands the day and year first above written,
HILLSDALE COUNTY INTERMEDIATE SCHOOL BOARD by:

President

Superintendent

Vice President

4-C UNIFIED BARGAINING ASSOCIATION, MEA/NEA by:

HCISDEA President for the Association

UniServ Director, MEA

For the Unified Bargaining Association President:

For the Association: Bargaining Team

Pam Cross

Mary Robbins

Diane Brenke-

Dona Maxfield

Jamie Monahan

**ATTACHMENT #1
PROFESSIONAL STAFF EVALUATION
HILLSDALE COUNTY INTERMEDIATE SCHOOL DISTRICT**

Professional: _____ Status: Tenured _____ Probationary _____ 1yr. _____ 2yrs. _____ 3yrs. _____ 4yrs. _____
 Building: _____ Position _____
 Pre-Observation Notification: _____ Observation Date(s): _____
 Post-Observation Conference: _____ Evaluation Date: _____

This instrument recognizes the need for adequate and proper evaluation of all professionals pursuant to Article IX of the Master Agreement between the Hillsdale County ISD Board of Education and the Hillsdale County ISD Education Association.

The process of evaluation indicates the evaluator's perception of the professional's performance and verifies this perception with written comments and offers specific suggestions for improvement in the area(s) marked unsatisfactory.

THE EVALUATOR'S SIGNATURE INDICATES THE PERSON RESPONSIBLE FOR CONDUCTING THE EVALUATION. THE PROFESSIONAL'S SIGNATURE INDICATES THAT HE/SHE HAS READ THE EVALUATION. THE PROFESSIONAL HAS THE OPTION TO ATTACH A LETTER OF DISSENT, IF SO DESIRED.

KEY: S SATISFACTORY
 U UNSATISFACTORY
 NA/NO NOT APPLICABLE/NOT OBSERVED

H. SUBJECT MATTER CONTENT

- | A. KNOWLEDGE OF TEACHING/SUBJECT AREA | S | U | NA/NO |
|--|--------------------------|--------------------------|--------------------------|
| 1. Exhibits a sound background and understanding of the subject matter required of the position | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Keeps current on theory and practice in his/her field | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Responds satisfactorily to questions posed by students, staff and/or caregivers either as to information required or as to a source for obtaining available information | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
- OBSERVATIONS LEADING TO JUDGEMENT: _____

- | B. METHODOLOGY | S | U | NA/NO |
|--|--------------------------|--------------------------|--------------------------|
| 1. Stimulates interest in subject area | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Utilizes a variety of teaching and learning/consultant techniques
Designed to serve the differing abilities of the population served | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Provides consistently relevant subject content | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Encourages and respects student/consumer input | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Uses varied resources appropriately | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
- OBSERVATIONS LEADING TO JUDGEMENT: _____

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY:

C. EVALUATION

	S	U	NA/NO
1. Gives evidence of appropriately sharing with students/consumers the purpose for each activity and appropriately involves the students/consumers in setting objectives for themselves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. Takes the capability and efforts of the students into consideration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Keeps accurate records	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OBSERVATIONS LEADING TO JUDGEMENT: _____

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY:

II. MANAGEMENT

A. ORGANIZATION AND DIRECTION

	S	U	NA/NO
1. Organizes classroom routines in an efficient manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Plans and organizes lessons and activities so that order is maintained at a reasonable level, even though a variety of activities may be carried on simultaneously	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Devotes majority of time to teaching and learning activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Organizes services efficiently and reasonably	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Completes activities accurately in a timely fashion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OBSERVATIONS LEADING TO JUDGEMENT: _____

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY:

B. CARE OF ROOM/WORK AREA AND EQUIPMENT

	S	U	NA/NO
1. Exerts reasonable care to see that furnishings and equipment are used appropriately	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Reports maintenance needs promptly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Guides students in sharing the responsibility for caring of furnishings/equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OBSERVATIONS LEADING TO JUDGEMENT: _____

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY:

- C. DISCIPLINE
- | | S | U | NA/NO |
|---|--------------------------|--------------------------|--------------------------|
| 1. Promotes an environment which is conducive to learning | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Makes building and classroom rules appropriately known to the students/consumers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Handles breaches of discipline according to the district and building policy | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Deals with students/consumers in a fair and consistent manner | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
- OBSERVATIONS LEADING TO JUDGEMENT: _____
- _____
- _____

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY:

III. RELATIONSHIPS

- A. PERSONAL SKILLS
- | | S | U | NA/NO |
|---|--------------------------|--------------------------|--------------------------|
| 1. Exhibits a positive attitude | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Exercises initiative | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Encourages others by his/her attitude toward the position | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Seeks out new leads | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Is open-minded | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Is willing to give assistance | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Implements suggestions in a professional manner | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Is willing to accept direction/assistance | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Recognizes own area of need for improvement and seeks appropriate assistance for improvement | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
- OBSERVATIONS LEADING TO JUDGEMENT: _____
- _____
- _____

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY:

- B. INTERPERSONAL RELATIONSHIPS
- | | S | U | NA/NO |
|--|--------------------------|--------------------------|--------------------------|
| 1. Maintains relationships with others which are appropriate, honest and professional | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Respects the dignity and rights of people | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Shows consistent interest in students' academic and social growth | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Identifies problems needing special assistance and makes appropriate plans and/or referrals for services of specialized personnel for meeting those needs | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

OBSERVATIONS LEADING TO JUDGEMENT: _____

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY:

C. DISTRICT RELATIONSHIPS

- | | | S | U | NA/NO |
|---|--------------------------|--------------------------|--------------------------|-------|
| 1. Shares, appropriately and constructively, any criticism or idea for improvement within the district | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 2. Seeks resolution of the professional concerns and personnel problems through appeal channels developed by Administration and the Association | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 3. Observes district and building rules, administrative regulations, agreement and policies | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 4. Keeps reports and records accurately and promptly turns them in following district policies or when requested | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

OBSERVATIONS LEADING TO JUDGEMENT: _____

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY:

ATTACHMENT #2

STAFF DEVELOPMENT GOALS

Administrator and staff member will develop a minimum of two goals, one of which will focus on methodology – management. Other goals will also consider relationships and knowledge. For each goal, administrative support will be referenced.

ATTACHMENT #3

PROFESSIONAL DEVELOPMENT PLAN

Administrator and staff member will agree on a yearly professional development plan. Staff will be responsible for providing the administrator with a summary of each activity within ten (10) working days of said activity.

	<u>Professional Development Activity</u>	<u>Goal #</u>
YEAR 1:	1) <u>New Employee Orientation</u>	<u>1</u>
	2) _____	_____
	3) _____	_____
	4) _____	_____
	5) _____	_____
YEAR 2:	6) _____	_____
	7) _____	_____
	8) _____	_____
	9) _____	_____
	10) _____	_____
YEAR 3:	11) _____	_____
	12) _____	_____
	13) _____	_____
	14) _____	_____
	15) _____	_____

ATTACHMENT #4

HILLSDALE COUNTY INTERMEDIATE SCHOOLS DISTRICT

INDIVIDUALIZED DEVELOPMENT PLAN

ELEMENTS TO CONSIDER

KNOWLEDGE

- Exhibits sound background and understanding of subject matter for the position
- Keeps current of theory and practice in field
- Is able to respond satisfactorily to questions posted by students/consumers, either by providing the information or a source for the information
- Stimulates interest in subject area
- Uses a variety of teaching and learning techniques designed to serve the differing abilities of students/consumers
- Shares with students the purpose for each assignment and involves students in setting objectives for themselves
- Bases evaluation on realistic goals for each student
- Takes into consideration the capability and effort of each student
- Keep accurate records
- Review and returns assignments promptly

METHODOLOGY-MANAGEMENT

- Organizes classroom routine in efficient manner
- Plans lessons and organizes classroom to maintain order with variety of activities carried on simultaneously
- Devotes most of time to teaching and learning activities
- Keeps classroom and equipment in good condition
- Reports maintenance needs promptly
- Guides students to share responsibility for care of furnishings and equipment
- Promotes a friendly atmosphere conducive to learning
- Makes building and classroom rules known to students
- Handles student discipline according to building and district policy
- Deals with students in fair and consistent manner

RELATIONSHIPS

- Exhibits a positive attitude
- Exercises initiative
- Encourages others by attitude
- Seeks out new ideas
- Is open-minded
- Accepts and gives assistance
- Implements suggestions in professional manner
- Maintains honest and forthright relationships with all

- Respects dignity and rights of all people
- Shows consistent interest in student's academic and social growth
- Identifies and refers to students with problems to appropriate personnel
- Provides constructive criticism or ideas for improvement of education
- Seeks resolution of problems through appropriate channels
- Observes district policies, rules, regulations and agreements
- Keeps and promptly turns in reports
- Collaborates appropriately
- Evaluates self appropriately

ATTACHMENT #5

HILLSDALE COUNTY INTERMEDIATE SCHOOL DISTRICT
INDIVIDUAL DEVELOPMENT PLAN

Name of Teacher/Staff Member: _____

Date of Hire: _____

Professional Status: Probationary _____ Tenured _____

PROFESSIONAL STATUS

Required: _____ Teacher On Mandatory 3 Year IDP
Optional: _____ Staff Member Experiencing Difficulty
Required: _____ Staff Member New To HCISD Or On New
Assignment Will Complete A Modified IDP Plan

I. Goals: (To focus on: methodology-management; Will also consider relationships and knowledge.)

(Staff member and administrator will develop yearly goals in the aforementioned areas deemed appropriate.)

II. Administrative Support: (For each goal any administrative support needed to accomplish goal will be referenced.)

III. Observation Dates: (To include a minimum of 2/yr. 60 days apart for probationary staff and 1 during the contracted evaluation period for tenured staff.)

1. _____ 2. _____

IV. Professional Development Plan: (To include 15 days/3yrs.)

(Staff member and administrator will develop a plan/schedule for an average of five days of inservice/professional development activities/year which will be linked to goals.)

(Staff member will submit a written summary of each inservice to administrator.)

V. Mentor/Master Teacher

A mentor/master teacher or team will be identified by the administrator in consultation with the staff member. The probationary staff shall work with a mentor/master teacher or team for a three year period.

Mentor Teacher(s): _____

Date of Development: _____ Dates of Review/Revision: _____

Signature Date Signature Date

ATTACHMENT #6
SALARY SCHEDULE (Before 7-1-2006)

Professional Staff Schedule B (Before 7-1-06) 2011/2012 1.25% Increase Added

AA Step	BA/BS		MA/MS		MA/MS+30		MA/MS+60		PHD/EDD	
	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step
1	\$29,861.39	\$38,299.02	1	\$40,945.70	1	\$43,939.37	1	\$46,776.33	1	\$49,760.84
2	\$31,004.11	\$42,075.19	2	\$45,229.64	2	\$48,392.22	2	\$51,543.61	2	\$54,685.84
3	\$32,144.80	\$44,198.84	3	\$47,347.18	3	\$51,341.12	3	\$54,493.52	3	\$57,654.07
4	\$34,422.10	\$47,908.88	4	\$51,031.78	4	\$54,297.14	4	\$57,449.54	4	\$60,609.08
5	\$35,565.84	\$50,957.49	5	\$54,109.90	5	\$57,260.28	5	\$60,406.58	5	\$63,565.09
6	\$37,528.72	\$53,911.48	6	\$57,060.83	6	\$60,218.33	6	\$63,361.58	6	\$66,531.29
		\$56,877.67	7	\$60,037.21	7	\$63,171.30	7	\$66,329.81	7	\$69,486.29
		\$61,809.80	8	\$62,971.86	8	\$66,129.35	8	\$69,298.04	8	\$72,441.29
			9	\$67,743.21	9	\$69,132.18	9	\$72,252.03	9	\$75,396.29
					10	\$73,925.92	10	\$75,214.15	10	\$78,353.33
							11	\$79,891.88	11	\$81,317.49
									12	\$85,835.47

AA Step	BA/BS		MA/MS		MA/MS+30		MA/MS+60		PHD/EDD +	
	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step
1	\$38,091.43	\$62,737.82	1	\$68,759.75	1	\$75,034.04	1	\$81,090.57	1	\$87,123.70
2	\$38,091.43	\$62,737.82	2	\$68,759.75	2	\$75,034.04	2	\$81,090.57	2	\$87,123.70
3	\$38,091.43	\$62,737.82	3	\$68,759.75	3	\$75,034.04	3	\$81,090.57	3	\$87,123.70
4	\$38,091.43	\$62,737.82	4	\$68,759.75	4	\$75,034.04	4	\$81,090.57	4	\$87,123.70
5	\$38,466.92	\$63,355.48	5	\$69,437.45	5	\$75,772.79	5	\$81,889.36	5	\$87,981.51
6	\$38,466.92	\$63,355.48	6	\$69,437.45	6	\$75,772.79	6	\$81,889.36	6	\$87,981.51
7	\$38,466.92	\$63,355.48	7	\$69,437.45	7	\$75,772.79	7	\$81,889.36	7	\$87,981.51
8	\$38,466.92	\$63,355.48	8	\$69,437.45	8	\$75,772.79	8	\$81,889.36	8	\$87,981.51
9	\$38,466.92	\$63,355.48	9	\$69,437.45	9	\$75,772.79	9	\$81,889.36	9	\$87,981.51
10	\$39,216.86	\$64,591.81	10	\$70,792.84	10	\$77,252.33	10	\$83,487.95	10	\$89,698.13
11	\$39,216.86	\$64,591.81	11	\$70,792.84	11	\$77,252.33	11	\$83,487.95	11	\$89,698.13
12	\$39,216.86	\$64,591.81	12	\$70,792.84	12	\$77,252.33	12	\$83,487.95	12	\$89,698.13
13	\$39,216.86	\$64,591.81	13	\$70,792.84	13	\$77,252.33	13	\$83,854.27	13	\$89,698.13
14	\$39,216.86	\$64,591.81	14	\$70,792.84	14	\$77,252.33	14	\$83,854.27	14	\$89,698.13
15	\$39,780.59	\$65,518.81	15	\$71,808.37	15	\$78,360.45	15	\$84,685.62	15	\$90,985.35

ATTACHMENT #6
SALARY SCHEDULE (After 7-1-2006)

Professional Staff Schedule A (After 7-1-06) 2011/2012 1.25% increase

AA	BA/BS	MA/MS	MA/MS+30	MA/MS+60	PHD/EDD +
Step	Step	Step	Step	Step	Step
1	1	1	1	1	1
\$29,861.39	\$38,298.00	\$40,945.70	\$43,939.37	\$46,776.33	\$49,760.84
2	2	2	2	2	2
\$30,796.53	\$40,403.34	\$42,961.49	\$45,864.59	\$48,619.14	\$51,516.14
3	3	3	3	3	3
\$31,973.85	\$43,262.69	\$45,751.65	\$48,593.70	\$51,292.27	\$54,134.33
4	4	4	4	4	4
\$33,151.17	\$46,324.53	\$48,724.96	\$51,485.61	\$54,113.97	\$56,884.80
5	5	5	5	5	5
\$35,498.69	\$49,602.10	\$51,888.56	\$54,550.51	\$57,089.33	\$59,774.67
6	6	6	6	6	6
\$36,679.06	\$53,112.69	\$55,259.75	\$57,796.53	\$60,228.51	\$62,813.12
	7	7	7	7	7
	\$56,871.57	\$58,849.71	\$61,235.89	\$63,540.67	\$66,005.21
	8	8	8	8	8
	\$60,896.03	\$62,671.67	\$64,880.80	\$67,033.96	\$69,358.08
		9	9	9	9
		\$66,741.92	\$68,741.43	\$70,720.59	\$72,882.91
			10	10	10
			\$72,832.04	\$74,609.72	\$76,585.82
				11	11
				\$78,711.51	\$80,478.00
					12
					\$84,567.58

AA+	BA/BS+	MA/MS	MA/MS +30 +	MA/MS +60 +	PHD/EDD +
Step	Step	Step	Step	Step	Step
1	1	1	1	1	1
\$37,228.54	\$61,809.80	\$67,743.21	\$73,923.88	\$79,892.90	\$85,836.48
2	2	2	2	2	2
\$37,228.54	\$61,809.80	\$67,743.21	\$73,923.88	\$79,892.90	\$85,836.48
3	3	3	3	3	3
\$37,228.54	\$61,809.80	\$67,743.21	\$73,923.88	\$79,892.90	\$85,836.48
4	4	4	4	4	4
\$37,228.54	\$61,809.80	\$67,743.21	\$73,923.88	\$79,892.90	\$85,836.48
5	5	5	5	5	5
\$37,595.88	\$62,419.32	\$68,410.73	\$74,653.47	\$80,680.50	\$86,681.06
6	6	6	6	6	6
\$37,595.88	\$62,419.32	\$68,410.73	\$74,653.47	\$80,680.50	\$86,681.06
7	7	7	7	7	7
\$37,595.88	\$62,419.32	\$68,410.73	\$74,653.47	\$80,680.50	\$86,681.06
8	8	8	8	8	8
\$37,595.88	\$62,419.32	\$68,410.73	\$74,653.47	\$80,680.50	\$86,681.06
9	9	9	9	9	9
\$37,595.88	\$62,419.32	\$68,410.73	\$74,653.47	\$80,680.50	\$86,681.06
10	10	10	10	10	10
\$38,329.54	\$63,637.34	\$69,745.77	\$76,108.59	\$82,253.65	\$88,373.27
11	11	11	11	11	11
\$38,329.54	\$63,637.34	\$69,745.77	\$76,108.59	\$82,253.65	\$88,373.27
12	12	12	12	12	12
\$38,329.54	\$63,637.34	\$69,745.77	\$76,108.59	\$82,253.65	\$88,373.27
13	13	13	13	13	13
\$38,329.54	\$63,637.34	\$69,745.77	\$76,108.59	\$82,253.65	\$88,373.27
14	14	14	14	14	14
\$38,329.54	\$63,637.34	\$69,745.77	\$76,108.59	\$82,253.65	\$88,373.27
15	15	15	15	15	15
\$38,879.03	\$64,550.09	\$70,747.05	\$77,202.47	\$83,435.04	\$89,641.15

ATTACHMENT #7
GRIEVANCE REPORT FORM
HILLSDALE ISD

Grievance Number: _____

Distribution of Form

1. Supervisor
2. Program Director
3. Superintendent
4. Association
5. Employee

Submit to Immediate Supervisor in Duplicate

Building	Assignment	Name of Grievant	Date Filled
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Informal - Discussion of complaint with Immediate Supervisor within 45 days.

Step I

Present grievance in writing to the Immediate Supervisor within 5 working days of the informal meeting.

A. Date Cause of Grievance Occurred _____.

B. Statement of Grievance (Be specific and list article and sections of the Agreement that have been violated.)

Relief Sought _____

Date Discussed with Immediate Supervisor _____

Signature & Date

C. Decision by Immediate Supervisor (Must be within 7 working days of initiating Step I.)

Signature & Date

D. Position of Grievant and/or Association _____

Signature & Date

Step II

A. Date Received by Program Director _____

(Must be within 7 working days from receipt of Immediate Supervisor's answer.)

B. Decision of Program Director _____

(Must be within 7 working days after receipt of the written statement of grievance.)

C. Position of Grievant and/or Association _____

Signature & Date

Step III

A. Date Received by Superintendent or Designee _____

(Must be within 10 working days from receipt of Program Director's decision.)

B. Decision of Superintendent (Supt. has 10 working days from receipt) _____

Signature & Date

D. Position of Grievant and/or Association _____

Signature & Date

Step IV

A. Date Received by Board of Education of Designee _____

If additional space is needed, attach an additional sheet.

B. Disposition by Board (Must consider grievance within 30 working days and then has 10 working days to make final determination)

Signature & Date

C. Position of Grievant and/or Association _____

Signature & Date

Step V

A. Date Submitted to Arbitration (Must be within 10 working days of Board's Decision)

B. Disposition & Award of Arbitrator _____

Signature & Date

If additional space is needed, attach an additional sheet.