

AGREEMENT BETWEEN



HURON INTERMEDIATE SCHOOL DISTRICT

AND

HURON INTERMEDIATE EDUCATION ASSOCIATION
a member of

TRI-COUNTY BARGAINING ASSOCIATION MEA/NEA

July 1, 2009 – June 30, 2012

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ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965, for a unit consisting of all certified personnel or other professional personnel as approved by the Michigan Employment Relations Commission. Such recognition including: Teachers, Teacher Consultants, Specialists, School Nurses, School Social Workers, School Psychologists, Occupational Therapists, Speech and Language Pathologists, and Physical Therapists. Other non-supervisory instructional positions added to the staff will be added to this listing. Specially excluded from this unit shall be all administrators, supervisors, substitutes, and enrichment teachers, paraprofessional and custodial staff, and other educational support personnel.
- B. Definitions:
1. Board; for purposes of this contract, whenever the term "Board" is used it refers to the Huron Intermediate School District of Huron, Tuscola, and Sanilac Counties, Bad Axe, Michigan.
 2. Staff; whenever the term "staff" is used, it refers to any member of the Huron Intermediate Education Association bargaining unit.

AGREEMENT 2009-2012

This Agreement entered into this 11th day of February, 2010, by and between the HURON INTERMEDIATE SCHOOL DISTRICT of Huron, Tuscola, and Sanilac Counties, Bad Axe, Michigan, hereinafter called the "Board" and Huron Intermediate Education Association a member of the TRI-COUNTY BARGAINING ASSOCIATION, MEA-NEA hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board and Association recognize and declare that providing a quality education for the children of the Huron Intermediate School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teacher service, and

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

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

ARTICLE II – ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiating and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws and Constitution of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive, or coerce any staff person in the enjoyment of any rights conferred by the Act.
- B. The Association and its members shall have the same right to request the use of the Intermediate School District Office facilities as any other person or organization and will be required to follow all policies for use of the facilities as established by the Board. In addition, the Association shall have the right to use staff mailboxes for the purposes of communicating with its members.
- C. Duly authorized Association representatives shall be permitted to transact official Association business on Intermediate School District property prior to the beginning of the scheduled work day and after the scheduled work day.
- D. The Association shall have the right to request to use Intermediate School District equipment, after working hours, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use.
- E. The Association may erect a bulletin board that meets the administration's criteria with regard to size, appearance, and location.
- F. The Board agrees to furnish to the Association in response to written request any public information necessary to process a grievance.

ARTICLE III – RIGHTS OF THE BOARD

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association as to the taking of action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
 - 1. Manage and control its business, its equipment, and its operations, and to direct the working forces and affairs of the school district;

2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement;
3. Hire, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force, and to lay off employees, but not in conflict with the provisions of this Agreement;
4. Adopt reasonable rules and regulations;
5. Determine the qualifications of employees;
6. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities;
7. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organizations, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement;
8. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
9. The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

ARTICLE IV – MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

- A. All staff shall:
 1. Sign and deliver to the Intermediate School District Superintendent, prior to September 15 of each year, an assignment authorizing deduction of membership dues and assignments of the Association (including the National Education Association and the Michigan Education Association). Such authorization shall continue in effect from year to year unless revoked in writing by the teacher between June 1 and September 1 to become effective the forthcoming school year and copies thereof delivered by the teacher to the Association and to the Intermediate School District Superintendent, or
 2. Cause to be paid to the Association a lawful representation fee equivalent to the dues and assessments of the Association (including the National Education Association and the Michigan Education Associations) within

sixty (60) days of the commencement of employment. This amount cannot exceed the membership dues.

3. Those staff contracted for employment between the issuance of the second paycheck of the months of September and May shall elect one of the above (Section 1 and 2) but with such dues or representation fees based upon each month of employment to and including the month of June.
 4. The Association agrees to indemnify and save the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with this Article provided that the Association has choice of council.
- B.
1. The deduction of membership dues for non-adult education staff shall be made from the paychecks each month, for ten (10) months, beginning in September and ending in June. The Board agrees to promptly remit to the Association all monies so deducted, accompanied by a list of staff from whom the deductions have been made, including the amounts deducted from each check.
 2. The deduction of membership dues for adult education high school completion staff shall be made at the end of the first and second semester. The Board agrees to promptly remit to the Association all monies so deducted, accompanied by a list of staff from whom the deductions have been made, including the amounts from each check.
- C. The Board shall also make payroll deductions upon written authorization from staff for insurance, annuities, credit union, savings bonds, or any other plans or programs jointly approved by the Association and the Board. The parties will establish a committee to review the performance of the 403b Third Party Administrator.

ARTICLE V – PAYDAYS

- A. The Board agrees to dispense salary checks every fourteen (14) days, commencing on the first Friday following the first week of contracted employment. Forty (40) week personnel may elect to receive the aforementioned salary checks on a forty week basis or a fifty-two (52) week basis. The amount payable to the staff person, on a fifty-two (52) week basis, for the July and August pay dates may be paid in a lump sum if notification of such desire is given to the Intermediate School District Superintendent prior to the first Monday of June. Such sum shall be payable on the first regular payday of July. Staff shall have a choice between receiving an electronic check and a paper check. Paper checks will be available to staff by the close of the work day at their ISD mailbox.

B. Staff contracted for more than forty (40) weeks shall receive salary paychecks every fourteen (14) calendar days, commencing on the first Friday following the first full week of contracted employment.

C. If a regular payday should fall upon a non-service day, according to the service calendar, Appendix A, negotiable checks shall be available to the staff person on the last day of that week.

If a regular payday shall fall during the winter or spring break, negotiable checks shall be mailed or electronically deposited in order to be received on the regular payday.

If a regular payday should fall upon a day the depositor bank will be closed, the check will be deposited the day prior to said day or days.

D. Adult education high school completion teachers are paid on an hourly basis and are not paid a yearly salary. Teachers are paid only for the hours they work.

ARTICLE VI – TEACHING HOURS

A. The normal work day will not exceed seven and one-half (7 1/2) hours for all employees covered by this Agreement. Each staff person shall report for duty in accordance with his/her daily schedule or the needs for his/her specialized service. All staff shall have a thirty (30) minute duty-free lunch.

In addition to a 7.5 hour day, and a guaranteed thirty (30) minute duty-free lunch employee will be provided a minimum of forty-five (45) minutes of prep time daily. The work day will begin no sooner than 7:45 AM and end no later than 3:45 PM unless mutually agreed to by the employee and supervisor.

B. Coordination days shall be utilized for purposes concerning staff reports, case staffings, home calls, special services office appointments, conferences with private or public agencies or services, additional teacher student meetings, and staff meetings.

C. Each staff person, when unable to report for duty, except in the case of an emergency, shall be required to notify the Huron Intermediate School District office of the type of leave utilized by 7:00 AM if a substitute is needed or as soon as possible if a substitute is not needed.

D. In the event of closing of schools served due to a labor dispute with school employees, or school vacations, a staff person shall report for duty at the building housing the staff person's supervisor unless there are students from parochial or private schools within the striking district who need to be served. If a neutral site cannot be found to service the non-public school students, service will be provided

in the district. The parties recognize that it is illegal for teachers to strike in Michigan.

- E. In the event of inclement weather or an "act of nature" day which results in the closing of schools in the district(s) in which an itinerant staff person serves, and provided that roads are passable, the itinerant staff person shall make all reasonable effort to report to the Intermediate Special Services Office or the Huron Learning Center if this is the staff person's assignment or another location agreeable to the Superintendent. Bargaining unit members shall not be required to report to work when Harbor Beach, Lakers, Ubly, and North Huron are closed. In the event the Huron Area Technical Center and/or the Huron Learning Center and/or the Huron Intermediate School District office is closed and scheduled days of student instruction are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county, or state health authorities, those days may be rescheduled by the Board to ensure that there are a minimum of one hundred eighty-two (182) days of actual student instruction. Teachers will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation. The Association and the Board will attempt to reach a mutual agreement by April 1 each year as to when days will be made up. If mutual agreement is not reached by that date, make-up days will be scheduled at the end of the school year.
- F. Upon proper notification to the district, one (1) staff person engaged during the school day in negotiating on behalf of the Association with any representative of the Huron Intermediate School District Board or participating in any professional grievance negotiations including arbitration of the Huron Intermediate School District shall be released from regular duties without loss of salary.
- G. One (1) staff person shall be released from regular duty, without loss of salary two (2) days per year, for the purpose of participating in area or regional Association meetings. Three (3) additional days may be used for the above reasons but must be made up at the end of the school year. The make-up days are to be scheduled by the Superintendent. If any of the three (3) additional days are used by a classroom teacher, the days shall not be required to be made up, but the Association shall pay any costs of necessary substitutes.

ARTICLE VII – TEACHING CONDITIONS

- A. The administration will confer with the staff at least once per semester on the needs for materials, tools, and adequate facilities so that staff persons can be reasonably equipped to teach.
- B. The Board and the Association mutually recognize the importance of continuing use of adequate teaching reference materials in maintaining a high level of special

services. To further that recognition, the Board shall provide a teacher reference library in the Intermediate Special Services Office, including professional publications which are reasonably requested by the teachers.

- C. Staff shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- D. When a staff person reports to his/her immediate supervisor the presence of facilities which he/she perceives to be inadequate, the administration shall investigate the circumstances and take action the administrator deems appropriate regarding the reported deficiency. Said administrator will communicate to the staff person actions taken related to the reported deficiency.

ARTICLE VIII – VACANCIES AND PROMOTIONS

- A. If a vacancy arises, the Board will post such vacancy, including the job description, for five (5) days prior to final selection of the candidate.
- B. Bargaining unit members shall be given first opportunity to bid on all vacancies. The Board may accept out of district applications during the period of vacancy is being posted, provided that no interviews shall be conducted nor further consideration of such applications be given until such time as the posting period is ended.

ARTICLE IX – ILLNESS OR PHYSICAL INJURY

- A. At the beginning of the school year each staff person shall be credited with one (1) day sick leave allowance per four (4) weeks of contracted employment. Such sick leave allowance shall be used for absences from duty caused by illness of or physical injury to the staff person or his/her family. The unused portion of said allowance shall accumulate from year to year up to and including one hundred eighty (180) days.
- B. A staff person who is unable to work because of illness or physical injury, and who has exhausted all available sick leave days, shall be granted an unpaid leave of absence up to six (6) semesters, (inclusive of the paid sick leave to recover from the illness or disability). Upon return from such leave, a staff person shall be assigned to the same position, if available, or to the first vacancy occurring in an equivalent position. Upon assignment of such a returning staff person, the Board's responsibility to satisfy the staff person shall be limited to sending a registered letter to the staff person's last known address. If no reply is received within thirty (30) days, the Board has satisfied its obligation. If the leave is for an FMLA (Family Medical Leave Act) qualifying purpose, it shall count towards the employee's FMLA entitlement.

- C. Any staff person who is absent because of an injury compensable under the Michigan Worker's Compensation Law, shall receive from the Board the difference between the allowance under the Worker's Compensation law and his/her regular salary for a period of six (6) months or the remaining time of the individual's teacher contract if in excess of six (6) months. Employees who are eligible for and receive long-term disability benefits will not be eligible for the difference between Worker's Compensation and his/her regular salary he/she would get if working.
- D. When sick leave benefits described above are used for childbirth, the staff person will file a written notice from her physician stating when she should begin her leave of absence and when she will be able to return to work after childbirth.
- E. A doctor's statement may be required if two (2) or more consecutive sick days are used with the doctor certifying that the teacher was unable to perform his/her regular teaching assignment.
- F. While on short term disability or FMLA, all sick days, personal days, and flex time may be frozen, or may be used, based on the staff member's wishes.

ARTICLE X – LEAVE OF ABSENCE

- A. Leaves of absence with pay shall be granted for the following reasons:
 - 1. Each bargaining unit member shall be credited with three (3) personal business days not to be deducted from sick leave at the beginning of each school year. Said days are unquestioned.

Any staff person planning to request a personal leave day shall submit his/her request in writing to the Superintendent seventy-two (72) hours in advance. The seventy-two (72) hour requirement may be waived at the discretion of the Superintendent or his/her designee. Three (3) unused personal business days shall be credited as sick leave days toward the staff person's sick leave accumulations in addition to the sick leave allowance as provided in Article IX, Section A.
 - 2. A maximum of five (5) days per death will be allowed for a death in the immediate family: i.e., spouse, children, mother, father, mother-in-law, stepmother, father-in-law, or stepfather. Up to five (5) additional days per year may be used from the employee's accrued sick leave. Additional days may be granted by the Superintendent.
 - 3. A maximum of two (2) days per death will be allowed for a death of a grandparent, grandchild(ren), brother, sister, brother-in-law, and sister-in-law. Upon request to and approval by the Superintendent, a maximum of two (2) days per death will be allowed for the death of a person whose

relationship to the staff person warrants attendance at the funeral service. Up to two (2) additional days per year may be used from the employee's accrued sick leave. Additional days may be granted by the Superintendent.

- B. Leaves of absence without pay may be granted by the Board, for a period of one (1) year, upon written application for the following purposes:
1. Study related to the staff person's discipline; to meet eligibility requirements for a discipline other than that held by the staff person; or research or special teaching assignments involving probable advantage to the school system.
 2. Campaigning for and serving a public office.
 3. Appointment to the State and National Association staff.
 4. Military leave.
 5. Serious injury or illness in the immediate family.
 6. Other leaves approved by the Board.

Upon ninety (90) days advance notice, a staff person may return at the beginning of the next school year or the start of the next semester, whichever is closer and shall be put on the appropriate salary step except where the leave is taken under the Family Medical Leave Act (FLMA), in which case the FMLA requirements shall apply.

During the leave the staff person may continue his/her health, dental, and life insurance benefits to the extent the leave of absence is deemed to be a qualifying event under the Consolidated Omnibus Budget Reconciliation Act (COBRA). To continue benefits, the employee must give such notice as required by law. The Board shall bear no responsibility for failure of the employee to pay and shall not be responsible for a lapse in coverage provided that the Board follows COBRA requirements.

- C. Child Care - Upon written request to the Board, a child care leave shall be granted up to one (1) year for the purpose of caring for a minor child up to eighteen (18) months old. In the case of an adoption of a child, the age limitation of the child may be waived. Proof of a legal adoption shall be certification from the adoption agency. To the extent that such leave is for an FMLA qualifying purpose, leave taken under this provision shall count towards the employee's FMLA entitlement.

Unless immediately connected to the birth or adoption of a child, and to the extent allowed by law, a child care leave shall commence and end at a semester break, unless otherwise required by law. Except in cases of emergencies, staff persons

will give thirty (30) days notice prior to anticipated leave. It shall further be provided that:

1. The staff person shall, upon return, be reinstated to a former or substantially equivalent position unless the position has been abolished or, because of a layoff during the leave, a senior qualified staff member has been placed in the position. In the event of a layoff situation, the returning staff member shall be entitled to the position for which seniority, certification and qualification allow placement.
 2. By written request of the staff person, and approval by the Board, the leave may be extended.
 3. Staff persons may make written application to the Superintendent and the Board for reinstatement prior to the expiration of said child care leave. Honoring of the request will be at the discretion of the Board.
 4. Failure of a staff person to return from child care leave on the date specified in said leave of application may be considered a resignation.
- D. Staff who have been employed by the Board for seven (7) years may be granted, at the discretion of the Board, a sabbatical leave for one (1) year. During said sabbatical leave, the staff person shall be considered to be in the employment of the Board and shall be paid his/her full salary. Upon return from such leave, the staff person shall be restored to his/her former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.

ARTICLE XI – SEVERANCE AND RETIREMENT BENEFIT

- A. In recognition of service to the district, a retirement benefit payment of 75% of the current daily substitute rate per day for each day of unused sick leave to a maximum of one hundred and ten (110) days will be paid when the staff person retires from the district to enter the state teacher retirement system.
- B. Employees not eligible for the retirement benefit shall, after fifteen (15) years of continuous service to the district be eligible for a severance benefit payment of 75% the current daily substitute rate per day for each day of unused sick leave to a maximum of one hundred and ten (110) days which will be paid upon the employee's voluntary termination of services from the district.
- C. Employees shall be eligible for only one (1) of the benefit payments offered.

- D. In the event the eligible staff person dies, the amount which could have been collected by the employee on his/her date of death will be paid to the employee's estate.

ARTICLE XII – PROFESSIONAL CONDUCT

- A. All staff shall comply with the rules, regulations, and directions from time to time adopted by the Board or its representatives, provided that such measures are not inconsistent with the provisions of this Agreement.
- B. The Board and Association recognize that abuse of sick leave or other leaves, chronic tardiness, willful deficiencies in professional performance, or other violations of discipline by a staff person reflect adversely upon the teaching profession and create undesirable conditions in carrying out special services. Teachers may be disciplined for breaches of discipline.
- C. A staff person shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned, or disciplined for any infraction or rules, or delinquency in professional performance. If the teacher requests an Association representative from outside of the local bargaining unit, the district shall not have to wait more than twenty-four (24) hours to discipline an employee. In the case of a serious breach of professional conduct, such as alcohol or drug usage, a local Association representative will be present for the district's initial disciplinary action if representation is requested.
- D. No staff person shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, without just cause. Any such discipline, reprimand, or reduction in rank, compensation or advantage shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available in writing to the teacher and the Association.
- E. Both parties recognize the desirability of continuous and uninterrupted operation of the instruction program during the normal school year and the avoidance of disputes which threaten to interfere with such operation. Since the parties have established a comprehensive grievance procedure under which all unresolved disputes may be settled by an impartial third party (Article XIX, Section G and H, Binding Arbitration), the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, engage in any strike or slowdown against the Huron Intermediate School District, as defined in Section 1 of the Public Employment Relations Act. Any staff person engaged in such a strike against the Huron Intermediate School District may be subject to disciplinary action up to and including discharge from employment.

ARTICLE XIII – TEACHER EVALUATION

- A. Any formal monitoring or observation of the work of a staff person shall be conducted openly.
- B. Each staff person shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the staff person's request, accompany the staff person in such review. The staff person shall affix his/her signature and the date to the record to signify he/she has reviewed his/her file and is aware of the contents. Review of the personnel file shall be as provided by law.
- C. A staff person will be given the opportunity to review and discuss his/her formal evaluation with the reviewing administrator within ten (10) work days of the evaluation. No formal evaluation shall be conducted two (2) working days prior to Thanksgiving, Christmas, or Easter.
- D. A staff person who disagrees with an evaluation may submit a written answer which shall be attached to the file copy of the formal evaluation in question.
- E. Probationary staff shall be assigned a mentor by the administration as per the district mentorship program (attach as Appendix F). A mentor is a voluntary position.
 - a. A committee designated by the Board and HIEA will develop a mentorship plan beginning in the summer of 2009 to be completed no later than October 2009. This plan shall become an Appendix to the Master Agreement and reviewed at least annually.
 - b. Mentors will be assigned and mentorship activities will begin at the beginning of the 2009-2010 school year.
 - c. Mentors shall be paid four hundred (\$400) dollars per school year, paid in two (2) installments, one (1) in January and one (1) in June.

ARTICLE XIV – TEACHER PROTECTION

- A. Any work related case of assault upon a staff person shall be promptly reported to the Board or its designated representative. The immediate supervisor shall initiate an investigation as prescribed in the district Crisis/Major Incident Plan (attached as Appendix G). Law enforcement, medical personnel and other agencies shall be involved as prescribed in the Crisis/Major Incident Plan. The Board, or its designee, will provide legal counsel to advise the staff person of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to

the staff person in connection with handling of the incident by law enforcement and judicial authorities. The Crisis/Major Incident Plan is to be reviewed annually.

- B. If any staff person is sued as a result of any action taken by the staff person while in pursuit of his/her employment and provided that the person was acting within the scope of his/her authority, the Board shall provide legal counsel and render all necessary assistance to the staff person in his/her defense to the extent allowed by law.
- C. No action shall be taken upon any complaint by a parent or guardian of a student against a staff person, nor shall any notice thereof be included in said staff person's personnel file unless such matter is promptly reported in writing to the staff person concerned, prior to consideration by the Board. If any question of breach of professional ethics is involved, the Association shall be notified.
- D. The Board will reimburse staff for any loss, damage, or destruction of personal property of the staff person while pursuing duties in the schools or on school premises, provided that such property is not covered by other insurance and was reasonably cared for by the staff person.
- E. Staff shall be expected to exercise reasonable care with respect to the safety of pupils and property but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.
- F. Time lost by a staff person in connection with any incident mentioned in this Article shall not be charged against the staff person if the staff person is cleared of the infraction by a court of competent jurisdiction.
- G. The Administrative team will meet with union leadership to discuss safety concerns for the purpose of implementing a plan for crisis intervention.

ARTICLE XV – STUDENT DISMISSAL

A staff person may terminate his/her services to a student with permission of an HISD building principal/supervisor or designee. In all instances applicable board policies, federal, and state laws will apply. The staff person will furnish the HISD principal and the local K-12 principal with full information about any incident as soon as his/her service obligations will allow.

ARTICLE XVI – PROFESSIONAL DEVELOPMENT

- A. The Board and the Association support the principle of continuing the training of staff, participation by staff in professional organizations in the areas of their

- specialization, leaves of absence for work on advanced degrees or special studies, and participation in community educational affairs or projects.
- B. At the request of the Association, or on the Board's initiative, arrangements may be made for after-school courses, workshops, conferences, and programs designed to improve the quality of instruction. An effort will be made to obtain qualified persons to participate in the presentations of such programs. All staff desiring to instruct, provided that they are properly qualified and that vacancies exist, or wanting to attend may be permitted to do so.
 - C. The Board agrees to pay a sum up to ten (\$10) dollars per year per staff person for dues concerning membership in recognized professional education organizations in a participating capacity.
 - D. Upon recommendation of the Superintendent or his designee, and subject to the approval of the Board, staff in specific discipline areas shall have the privilege of attending appropriate local, state, or national conferences, conventions, workshops, or visitations. The District shall pay necessary expenses for fees, transportation, and accommodations. The District agrees to prepay estimated necessary expenses, with any appropriate adjustments to be made in the staff person's subsequent expense voucher.
 - E. The District shall pay necessary expenses for fees, transportation, and accommodations up to \$350 per year for each staff member. This yearly amount may accumulate for up to two school years. This Professional Development allotment cannot be used in advance of the year in which it is allocated.
 - F. Each professional staff member will be required to take two (2) days of self-selected professional development with supervisory approval. These self-selected days can be taken either during the regular school year or during the course of the summer. Stipends for self-selected professional development taken in the summer will be paid at no less than the current substitute rate per days attended to meet the requirement of this Article. Visitations to related programs will be acceptable professional development activities for the purpose of this Article.

ARTICLE XVII – SERVICE CALENDAR

- A. For the term of this Agreement, the service calendar shall be set forth in Appendix A. There shall be no deviation from or change in the service calendar except by mutual agreement of the Board and the Association.
- B. Each staff person shall give service according to his/her particular length of contracted employment and in accordance with Appendix A.

- C. Each staff person shall report to his/her designated duty site (Huron Intermediate Board of Education Office, Huron Area Technical Center, or the Huron Learning Center) on the day his/her service year ends.
- D. If a special program design requires a flexible calendar, the working days of an individual staff member may, by mutual agreement, be adjusted outside of the service calendar set forth in Appendix A. A flexible calendar will not be a condition of employment.
- E. The regular school calendar will stay at 185 days throughout the life of the contract; 182 days will be days of instruction.

ARTICLE XVIII – PROFESSIONAL COMPENSATION

- A. The salaries of staff covered by this Agreement are set forth in the salary schedule, Appendix B, which is attached to and incorporated into this Agreement. Such salary schedule shall remain in effect during the term of this Agreement. The hourly rate for adult education high school completion teachers shall be listed in Appendix B.
- B. All future staff hired with professional experience in their field shall be given one (1) year credit for each year of experience for the first five years of experience on the salary schedule as set forth in Appendix B for professional experience prior to employment by the Board. For the sixth year of experience onward, staff shall be given one year of credit for each two years of experience.

The Board may grant exceptions for temporary one (1) year employees from any public school district in Huron County. These employees may be granted up to full (unlimited) credit on the salary schedule as set forth in Appendix B.

Staff hired with experience which does not include professional education with children will be given in one (1) year of experience credit on the salary schedule for every two years of experience on a field for which the instructor is certified or annually authorized. For the sixth year of experience onward, staff shall be given one year of credit for each two years of experience.

- C. Every staff person hired with the intent of a calendar year's service or as a result of program expansion shall be placed on the salary schedule.
- D. Staff contracted for more days than indicated on Appendix A shall be paid on the same per diem rate received that year. Per diem rate shall be computed by dividing a normal salary including longevity, if applicable, based on 185 days of service by the number of workdays in the staff person's contracted annual employment period.

- E. Credit shall be granted toward the salary schedule to a maximum of two (2) years to any staff person with prior active military service provided that such full credit has not been granted by a previous school district.
- F. Staff required in the course of their work to drive personal automobiles to fulfill Intermediate School District services shall receive an automobile allowance of the current IRS rate per mile. The District has the option of providing an automobile.
- G. Mileage will be paid to an itinerant employee for the distance between the employee's home and his/her first stop in the morning, or the office and his/her first stop in the morning, whichever is shorter; and the employee's last school at night to his/her home, or the employee's last school at night to the office, whichever is shorter. All mileage incurred between the employee's first stop and the last stop of the day will be paid.
- H. A staff person called for jury duty, or to give testimony before any judicial or administrative tribunal, shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.
- I. Staff accumulating additional graduate credit will be granted lateral movement for placement on the salary schedule in the next school year providing written evidence of such accumulation is provided to the Superintendent no later than July 1 of the previous school year, except that staff completing additional credit between June 15 and September 1 shall submit written evidence of such training within fifteen (15) days of the completion of course work if such credits are to be considered for placement on the salary schedule in the coming school year.
- J. Special services staff are offered the option of working an extra two (2) hours per month at the employee's current hourly per diem rate. Staff will indicate at the beginning of the school year their intention to participate; documentation of time will be submitted to the supervisor at the conclusion of each semester. Payment will be not made until proper documentation is approved.

ARTICLE XIX – GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation, misapplication, or misinterpretation of contract language by the Board. The staff person shall discuss the grievance with his/her immediate supervisor either personally or accompanied by an Association representative within ten (10) working days of the alleged violation. An Association grievance shall be discussed with the appropriate Director within ten (10) working days of the alleged violation. During summer months when school is not in session, the grievance must be filed within ten (10) business days.
- B. If, as a result of the informal discussion with the immediate supervisor or Director, a grievance still exists, the staff person or Association shall, within ten (10)

working days of the discussion, file a formal grievance on the form set forth in Appendix C, signed by the grievant and a representative of the Association. The form shall be available from the Association. The grievance shall be filed with the appropriate Director.

- C. Within five (5) working days of receipt of the grievance, the Director shall indicate his/her disposition of the grievance in writing and shall furnish a copy thereof to the Association.
- D. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such filing, the grievance shall be transmitted to the Intermediate School Superintendent within thirty (30) calendar days. Within ten (10) working days, the Superintendent shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within five (5) working days of such meeting (or ten (10) working days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary of the Board. The Board, no later than its next regular meeting may hold a hearing on the grievance, review such grievance in closed session if the subject of the grievance allows or open session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall then be furnished to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the seven (7) calendar days provided, the grievance shall be submitted to arbitration by letter to the American Arbitration Association no later than thirty (30) calendar days from the Board's response.
- G. If the parties cannot reach agreement as to the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereof may be entered in any court of competent jurisdiction.
- H. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

- I. The time limit provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year, and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the staff person's individual contract term of employment or as soon as possible thereafter.
- J. If an individual staff person has a personal complaint which he/she desires to discuss with the Vocational Director/Huron Area Technical Center Principal, the Director of Special Services, or the Intermediate School District Superintendent, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and without opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of the Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

ARTICLE XX – NEGOTIATIONS PROCEDURE

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the Board and the Association.
- B. A reasonable time prior to expiration of this Agreement (should consider at least sixty (60) calendar days prior to its termination day), upon request of either the Board or the Association, negotiations will be undertaken for an Agreement covering the immediate forthcoming school year(s).
- C. Neither party in any negotiations shall have control over the selection of the negotiation or bargaining representatives of the other party, and each party may select its representatives from within or outside the district. While no final Agreement may be executed without ratification by the Association and a majority of the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, and make concessions in the course of negotiations.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission.

ARTICLE XXI – MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitment between the Board and the Association and may be altered, changed, added to, deleted from, or

modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

- B. Any individual contract between the Board and the individual staff person heretofore executed shall be subject to, and consistent with, the terms and conditions of this Agreement. Any individual contract hereinafter executed shall be in the form provided in Appendix D, E, or F and shall be expressly made subject to, and consistent with, the terms 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.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to, or inconsistent with, its terms.
- D. If any provision of this Agreement, or any application of the Agreement to any employee or group of employees, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement entitled "Professional Agreement between the Huron Intermediate School District and Huron Intermediate Education Association a member of the Tri-County Bargaining Association, MEA-NEA," shall be printed at equal expense of the Board and the Association and presented to all staff now employed and hereinafter employed.
- F. Whenever a staff member is employed in a bargaining unit position for more than one (1) semester or its equivalent, he/she shall become a part of the bargaining unit. Only the salary and seniority provisions of the contract will be retroactively applied to the initial date of employment. Whenever it can be reasonably determined that a position will be vacant for up to two (2) semesters, due to an approved or required FMLA leave, medical leave of absence or military leave, the position may be filled with a substitute. In all other cases, the position will be posted and a permanent staff member will be hired for that position and issued a regular contract. This means that this position will be filled by an Association member, not a permanent substitute. In the event a position is posted as required herein and the district cannot find a qualified candidate to fill the position, the district may continue to use a substitute until a suitable candidate can be found.

ARTICLE XXII – REDUCTION IN PERSONNEL, SENIORITY, AND RECALL

- A. Not later than thirty (30) days following the ratification of this Agreement and by every September thereafter, a seniority list shall be prepared and a copy distributed to each staff person. For purposes of this Article, all staff shall be ranked on the list in order of the employee's most recent date of hire in the district. However,

seniority shall be lost if a staff member refuses recall or terminates employment unless otherwise required by the Teachers' Tenure Act.

- B. No staff person shall be laid off pursuant to a necessary reduction in personnel unless there is a substantial decrease in the students enrolled in the program, reduced need for program, changes in ISD staffing requirements, a substantial decrease in the revenues of the school district, or unless there are other substantial budgetary considerations which shall have a detrimental effect on the district.
- C. No staff person shall be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof unless said staff person shall have been notified of said lay-off according to the rules and regulations as established in the Teachers' Tenure Act. Staff and Association members not covered by the Teachers' Tenure Act shall be issued individual contracts for the next school year by June 1. Individual contracts shall be returned to the Superintendent by June 30.
- D. In the event that a reduction of personnel, as heretofore defined, shall become necessary, the following method shall be used to determine the order of retention:
1. Those staff persons with the least seniority in the classification which is to be cut shall be laid off first. The Board shall determine which classifications are to be cut. Any corrections to the seniority list must be brought to the district's attention within sixty (60) calendar days of the date of the posting of the seniority list or they are considered waived and the seniority list shall stand.
 2. If two (2) or more staff persons are found to have equal seniority in Subsection 1 above, the staff person possessing the most teaching experience shall be retained.
 3. If two (2) or more staff persons are found to have equal seniority in Subsections 1 and 2 above, the staff person possessing a Master's Degree shall be retained over a staff person who possesses a Bachelor's Degree.
 4. If two (2) or more staff persons are found to have equal status in Subsection 1, 2, and 3 above, the staff person possessing the greatest number of hours beyond his/her degree shall be retained.
 5. If two (2) or more staff persons are found to have equal status in Subsections 1, 2, 3, and 4 above, the staff person to be retained shall be determined through random selection in a manner to be determined by the Association.
- E. In the event of lay-off, the Board will institute a recall procedure which, when implemented, will insure staff that they will be recalled in the reverse order of lay-off, provided that the certification requirements of Paragraph D-1 are maintained

and the teacher being recalled is certified and qualified to fill the position which is open for recall.

In the event of recall, the Board shall notify a staff person of recall by a registered letter at his/her last known address. A staff person shall have fifteen (15) calendar days from receipt of the letter to notify the Board of his/her intent to return and must be able to within thirty (30) calendar days of said receipt. It is understood that failure of the staff person to meet the time limits above shall be considered the resignation of said staff person.

In the event that no receipt signed by the staff person is returned to the Board within fifteen (15) calendar days, the Board shall notify the Association. The Association and the Board shall make all reasonable efforts to contact the staff person. If the staff person is not located within an additional fifteen (15) calendar days (thirty (30) days from the date of the registered letter), the position shall be filled by the next senior member who is certified and qualified for the position from the lay-off list. If the position cannot be filled from the lay-off list, the position shall be declared vacant and shall be filled in accordance with the provisions of the Agreement.

- F. No new staff shall be employed by the Board while there are staff in the district who are laid off unless there is no laid off staff person with the proper certification and qualifications to fill a vacancy which is created by attrition, or by addition of a new position.
- G. Lay-off period shall be defined as the length of time which the Board is obligated to notify and recall any staff person who has been laid off due to a necessary reduction in personnel, as defined in this Article.

The lay-off period for a probationary staff person shall be one (1) year. The lay-off period for a tenured staff person as defined in the Michigan Teacher Tenure Act is three (3) years. It is understood that the lay-off period shall begin the first day of September following the notification of the lay-off.

A laid off employee may, upon written request, have his/her accrued sick days frozen and held by the district until return to employment.

- H. A laid off staff person may apply to continue his/her health, dental, and life insurance benefits as provided by COBRA. The Board shall bear no responsibility for failure of the employee to pay and shall not be responsible for a lapse in coverage provided that the Board forwards payment promptly within carrier guidelines.
- I. During the period of impending lay-off, the Board will consider to granting requests for voluntary leaves of absence for up to one (1) year providing a person expecting to be laid off is certified and qualified to fill the position vacated by the voluntary

leave. The Board, at its discretion, may grant an additional year's leave if necessary.

ARTICLE XXIII – INSURANCE PROTECTION

- A. Upon submission of a written application, the Board agrees to pay 95% of the cost of the PAK rate of premiums for insurance coverage each year of this agreement. Full-time employees will receive an insurance protection package with the following specifications. Less than full-time employees who apply for coverage shall have premiums paid on a prorated basis.

An annual \$2,500 cash option shall be paid to a full time association member that opts not to receive health care coverage. This cash option will be paid monthly.

Plan A	Plan B
MESSA Choices II \$5/10 RX copay Adult Immunization Rider	Dependent Life: \$2,000 Spouse \$1,000 Child(ren)
Long Term Disability 66 2/3% \$4,000 Maximum \$6,000 Maximum-Mo. Salary 5% Minimum Payout Pre-existing limits waived Family Social Security offset No survivor income No education supplement 90 Calendar Days - Modified Fill Freeze on Offsets Alcohol/Drug - same as any other illness Mental/Nervous - same as any other illness COLA	Long Term Disability Same as Plan A
Plan A:	Plan B:
Delta Dental Plan: 80/80/80: \$1,500 Annual maximum, \$2,000 Ortho	Delta Dental Plan: 90/90/90: \$1,500 Annual maximum, \$2,000 Ortho
Life: \$40,000 AD&D	Life: \$50,000 AD&D
Vision: VSP-3	Vision: VSP-3

- B. In the event that a teacher is disabled through an injury or illness covered by Worker's Disability Compensation, sick leave shall not be reduced and all fringe benefits shall continue for the duration of the individual's contract.

All Worker's Compensation coverage shall be subject to offset by any wage continuation protection provided by long term disability coverage so that the employee does not receive more than his/her regular wages.

- C. The Board shall make payment of 95% of the PAK rate of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31 or July 1 through June 30 if the teacher commences employment in July, even though the teacher may not be returning the next school year. The open enrollment period shall be jointly established by the Board, the Association, and insurance company representative, including opportunities for summer pre-enrollment and fall open enrollment. The School Board will be responsible for providing insurance information including application, claim materials, and enrollment meetings for the above-mentioned programs.
- D. The above insurance is subject to the rules and regulations of the underwriting carrier(s). It is specifically understood that insurance coverage shall not serve to provide double or overlapping coverage for both husbands and wives who are employees of the Intermediate School District.

ARTICLE XXIV – PROGRAM PLANNING

Staff persons are encouraged to discuss with the administration current Intermediate School District services provided and the anticipated need for changes in services for the coming academic year.

It is understood by both parties that operating a school district has certain financial accountabilities to the public it serves. In an effort to provide the best possible program for the school district and at the same time being cognizant of financial responsibilities, both parties agree to meet at least once a year to discuss revenues, expenditures, and programming.

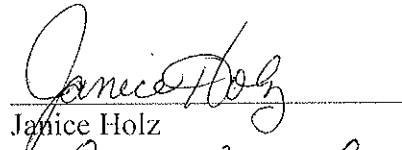
ARTICLE XXV – DURATION OF AGREEMENT


This Agreement shall be effective as of July 1, 2009 and shall continue in effect through June 30, 2012. Effective with the 2011-2012 school year, the parties agree to reopen negotiations with regard to wages, benefits, and a maximum of two (2) bargaining items per side. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

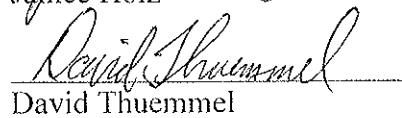
Huron Intermediate Education Association
a member of the
Tri-County Bargaining Association
MEA/NEA Representatives

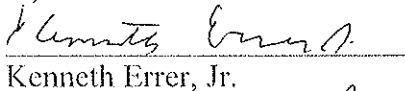
Huron Intermediate School District
Board of Education Representatives


Rikkii Clarent

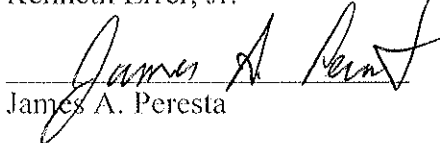

Janice Holz


Jody Hass


David Thuemmel


Kenneth Errer, Jr.


Janet L. Richards


James A. Peresta

Date: 5/11/10

Date: _____

APPENDIX A –SCHOOL CALENDARS

2009-2010

August 31	First Day for Staff
September 2	County-Wide Professional Development Day
September 3	HISD Professional Development Day
September 4	No School for Staff & Students
September 7	No School – Labor Day
September 8	First Day for Students
November 6	End of First Marking Period
November 26 & 27	No School – Thanksgiving Break
December 23 – January 1	Holiday Recess Begins
January 4	School Resumes
January 20	End of First Semester
February 15	No School – Presidents’ Day
March 26	End of Third Marking Period
April 2-9	No School – Spring Recess
May 31	No School – Memorial Day
June 10	Last Day for Students
June 11	Last Day for Staff

SCHOOL CALENDAR

2010 – 2011

August 30	First Day for Staff
September 1	County-Wide Professional Development Day
September 2	HISD Professional Development Day
September 3	No School for Staff & Students
September 6	No School – Labor Day
September 7	First Day for Students
November 5	End of First Marking Period
November 15	No School for Staff & Students
November 25 & 26	No School – Thanksgiving Break
December 23 – December 31	Holiday Recess Begins
January 3	School Resumes
January 21	End of First Semester
February 21	No School – Presidents' Day
April 1	End of third Marking Period
April 4-8	No School – Spring Recess
April 22	No School – Good Friday
May 30	No School – Memorial Day
June 9	Last Day for Students
June 10	Last Day for Staff

SCHOOL CALENDAR

2011-2012

August 29	First Day for Staff
August 31	County-Wide Professional Development Day
September 1	HISD Professional Development Day
September 2	No School for Staff & Students
September 5	No School – Labor Day
September 6	First Day for Students
November 4	End of first Marking Period
November 15	No School for Students & Staff
November 24 & 25	No School – Thanksgiving Break
December 23 – January 2	Holiday Recess Begins
January 3	School Resumes
January 20	End of First Semester
February 20	No School – Presidents' Day
March 30	End of Third Marking Period
April 2-9	No School – spring Recess
April 10	School Resumes
May 28	No School – Memorial Day
June 7	Last Day for Students
June 8	Last Day for Staff

APPENDIX B – SALARY SCHEDULES

** For 2009-2010 and 2010-2011 year(s), employees shall be paid a .5% (1/2%) wage increase with a .5% (1/2%) off schedule, payment within thirty (30) days of each contract year. For 2011-2012 school year, wages, benefits and a maximum of two bargaining items per side will be re-opened as provided in Article XXV. Wages retroactive for 2009-2010 school year.

2009-2010 SALARY SCHEDULE

.5% Increase

Step	BA	BA+ 18	BA+ 30 or MA	MA + 18	MA+30	PhD or Ed Spec
1	38038	39390	40741	42090	43443	44793
2	40195	41549	42897	44249	45603	46952
3	42356	43708	45057	46408	47762	49109
4	44515	45866	47215	48568	49919	51268
5	46674	48027	49376	50727	52079	53428
6	48832	50186	51534	52886	54235	55590
7	50992	52343	53697	55045	56395	57747
8	53151	54503	55853	57203	58554	59904
9	0	56661	58011	59361	60715	62066
10	0	58821	60169	61521	62874	64222
11	0	0	62329	63678	65033	66380
12	0	0	64489	65838	67192	68541

2009-2010

.5% (1/2%) Off the Salary Schedule

Step	BA	BA+ 18	BA+ 30 or MA	MA + 18	MA+30	PhD or Ed Spec
1	189	196	203	209	216	223
2	200	207	213	220	227	234
3	211	217	224	231	238	244
4	221	228	235	242	248	255
5	232	239	246	252	259	266
6	243	250	256	263	270	277
7	254	260	267	274	281	287
8	264	271	278	285	291	298
9	0	282	289	295	302	309
10	0	293	299	306	313	320
11	0	0	310	317	324	330
12	0	0	321	328	334	341

Longevity			
17-21 Years	600		
22-26 Years	600	1,200	Cumulative
27 + Years	600	1,800	Cumulative

In addition to the above salary schedule the following longevity payments will be made for years of service in schools within the Huron Intermediate School District. A year of service is equal to a year of service credit as determined by the Michigan Public School Employees Retirement System guidelines.

Longevity payments begin after completion of the 17th year of service. All years of service with Huron Intermediate School District shall count toward longevity regardless of the position held.

Association members that are contracted to work the equivalent of 150 full days or more in a position shall move one step on the pay scale. Working less than the equivalent of 150 full days will require two years in a similar position to move a step on the pay scale.

2010-2011 SALARY SCHEDULE
 .5% (1/2%) Increase

Step	BA	BA+18	BA+30 or MA	MA+18	MA+30	PhD or Ed Spec
1	38228	39587	40945	42300	43660	45017
2	40396	41757	43111	44470	45831	47187
3	42568	43927	45282	46640	48001	49355
4	44738	46095	47451	48811	50169	51524
5	46907	48267	49623	50981	52339	53695
6	49076	50437	51792	53150	54506	55868
7	51247	52605	53965	55320	56677	58036
8	53417	54776	56132	57489	58847	60204
9	0	56944	58301	59658	61019	62376
10	0	59115	60470	61829	63188	64543
11	0	0	62641	63996	65358	66712
12	0	0	64811	66167	67528	68884

2010 – 2011
 .5% (1/2%) Off the Salary Schedule

Step	BA	BA+18	BA+30 or MA	MA+18	MA+30	PhD or Ed Spec
1	190	197	204	210	217	224
2	201	208	214	221	228	235
3	212	219	225	232	239	246
4	223	229	236	243	250	256
5	233	240	247	254	260	267
6	244	251	258	264	271	278
7	255	262	268	275	282	289
8	266	273	279	286	293	300
9	0	283	290	297	304	310
10	0	294	301	308	314	321
11	0	0	312	318	325	332
12	0	0	322	329	336	343

Longevity			
17-21 Years	600		
22-26 Years	600	1,200	Cumulative
27 + Years	600	1,800	Cumulative

In addition to the above salary schedule the following longevity payments will be made for years of service in schools within the Huron Intermediate School District. A year of service is equal to a year of service credit as determined by the Michigan Public School Employees Retirement System guidelines.

Longevity payments begin after completion of the 17th year of service. All years of service with Huron Intermediate School District shall count toward longevity regardless of the position held.

Association members that are contracted to work the equivalent of 150 full days or more in a position shall move one step on the pay scale. Working less than the equivalent of 150 full days will require two years in a similar position to move a step on the pay scale.

2011-2012 SALARY SCHEDULE
Re-opened as per contract

Step	BA	BA+18	BA+30 or MA	MA+18	MA+30	PhD or Ed Spec
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

In addition to the above salary schedule the following longevity payments will be made for years of service in schools within the Huron Intermediate School District. A year of service is equal to a year of service credit as determined by the Michigan Public School Employees Retirement System guidelines.

Longevity payments begin after completion of the 17th year of service. All years of service with Huron Intermediate School District shall count toward longevity regardless of the position held.

Years 17-21	\$600
Years 22-26	\$600 (\$1,200 cumulative)
Years 27+	\$600 (\$1,800 cumulative)

Association members that are contracted to work the equivalent of 150 full days or more in a position shall move one step on the pay scale. Working less than the equivalent of 150 full days will require two years in a similar position to move a step on the pay scale.

APPENDIX C – GRIEVANCE REPORT FORM

Grievance # _____ Date Filed _____ Distribution of Form
Name of Grievant _____ 1. Superintendent
School District _____ 2. Director
School Address _____ 3. Association
4. Teacher

STEP I (Verbal)

A. Date of Cause for Grievance: _____

B. Statement of Grievance:

C. Relief Sought:

Signature Date

D. Disposition by Director:

Signature of Director Date

E. Position of Grievant and/or Association:

Signature of Director Date

(See next sheet)

NOTE: If additional space is needed in reporting, attach an additional sheet.

STEP II

A. Date Received by the Superintendent: _____

B. Disposition by Superintendent:

Signature of Superintendent

Date

C. Position of Grievant and/or Association:

Signature

Date

STEP III

A. Date Received by the Secretary of the Board: _____

B. Disposition of Board:

Signature

Date

STEP IV

A. Date Submitted to Arbitration: _____

APPENDIX D – CONTRACT OF EMPLOYMENT-PROBATIONARY

(Probationary Teacher)
HURON INTERMEDIATE SCHOOL DISTRICT

In consideration of the mutual covenants hereinafter contained, it is hereby agreed between the Board of Education of the Huron Intermediate School District, hereinafter called the "Board", and _____, hereinafter called the "Teacher:"

1. That this individual contract is made pursuant to and subject to the terms and conditions of the Professional Agreement between the Board and Huron Intermediate Education Association a member of the Tri-County Bargaining Association, MEA-NEA, and to the extent that any provisions of the contract and said Professional Agreement are inconsistent, the provisions of said Professional Agreement, dated July 1, 2006, – June 30, 2009, shall be controlling.
2. That said Teacher is employed and hereby agrees to teach in said School District as a _____ for the 20__ - 20__ school year which shall consist of no more than contractual days/weeks.

3. That said Board shall pay said Teacher the sum of:

\$ _____ Degree plus Semester Hours _____ Years Experience for said teaching duties and in addition the Board agrees to pay following amount for the within listed extra duties:
\$ _____ Total Compensation

Said compensation shall be paid in equal installments, the first payment to be made on _____, 20__, with subsequent payments to be made as follows:

IN WITNESS WHEREOF, the Board has caused this contract to be executed in duplicate and the Teacher has executed this contract this ____ day of _____, 20__.

Board of Education Representative
Huron Intermediate School District

Teacher

President

Superintendent

APPENDIX E – CONTRACT OF EMPLOYMENT-TENURE

(Tenure Teacher)
HURON INTERMEDIATE SCHOOL DISTRICT

In consideration of the mutual covenant hereinafter contained, it is hereby agreed between the Board of Education of the Huron Intermediate School District, hereinafter called the "Board," and _____ hereinafter called the "Teacher:"

1. That this individual contract is made pursuant to and subject to the terms and conditions of the Professional Agreement between the Board and Huron Intermediate Education Association a member of the Tri-County Bargaining Association, MEA-NEA, and to the extent that any provisions of the contract and said Professional Agreement are inconsistent, the provisions of said Professional Agreement, dated July 1, 2006, – June 30, 2009, shall be controlling.
2. That said Teacher is employed and hereby agrees to teach in said School District as a _____ for the 20__ - 20__ school year which shall consist of no more than _____ contractual days/weeks.
3. That said Board shall pay said Teacher the sum of:
\$ _____ Degree plus Semester Hours _____ Years Experience for said teaching duties and in addition the Board agrees to pay the following amount for the within listed extra duties:
\$ _____ Total Compensation

Said compensation shall be paid in equal installments, the first payment to be made on _____, 20__, with subsequent payments to be made as follows: _____

4. That said Teacher is hereby retained as a tenure teacher, as defined in the Michigan Teacher Act (Act No. 4 of the Public Acts of 1937, extra session as amended).

IN WITNESS WHEREOF, the Board has caused this contract to be executed in duplicate and the Teacher has executed this contract this ___ day of _____, 20__.

Board of Education Representative
Huron Intermediate School District

Teacher

President

Superintendent

APPENDIX F – MENTOR PROGRAM

A **MENTOR PROGRAM** is a relationship resulting in professional growth for both the mentor and mentee. A mentor program focuses on the needs of the novice staff (mentee) and employs the skills and talents of the seasoned staff (mentor) to orchestrate and engineer ongoing strategies to support and meet those needs. Continued support of novice staff is a professional responsibility for all involved in education. Serving as a mentor requires in-depth commitment and giving of oneself – both personally and professionally – to nurture and enhance the expertise of the novice directly. Indirectly, this work supports our collective service to constituent districts, students, and the communities we serve. It is important work, to be sure. It comes with rewards that have nothing to do with tangible compensation.

Mentoring Legislation

Michigan School Code section 1526:

“For the first 3 years of his or her employment in classroom teaching, a teacher shall be assigned by the school in which he or she teaches to 1 or more master teachers, or college professors or retired master teachers, who shall act as a mentor or mentors to the teacher. During the 3-year period, the teacher shall also receive intensive professional development induction into teaching, based on a professional development plan that is consistent with the requirements of Section 3a of Article II of Act No. 4 of the Public Acts of the Extra Session of 1937, being Section 38.83a of the Michigan compiled Laws, including classroom management and instructional delivery. During the 3 year period, the intensive professional development induction into teaching shall consist of at least 15 days of professional development, the experiencing of effective practices in university-linked professional development schools, and regional seminars conducted by master teachers and other mentors.”

Mentor/Mentee Program at HISD

Professional staff new to their profession will be assigned a mentor during the first three years of service (classroom teacher, teacher consultant, social worker, etc.). Targeted focus of the Mentor Program will be:

Year 1:

- Awareness of procedures in place in the new educational system
- Awareness of programs within ISD – visitations when appropriate

Years 2 and 3:

- Professional growth focused on need areas of the mentee
 - a. spelled out in action plan
 - b. input of mentor, mentee, administrator
 - c. aligned with annual goals and evaluation
 - d. include study and professional development
 - e. description of roles

Year 4:

Long-term professional growth; (mentor could/should be administrator)

MENTOR PROGRAM GOALS

A mentoring program builds on a new educator's previous preparation and experience while fostering increasing instructional/service expertise. It is based upon the assumption that new teachers are "well prepared in content and theory" but still have much to learn about putting their knowledge to work (Odell 198a, 19).

A review of the literature suggests the following goals for mentoring programs:

- To integrate new teachers and educational professionals into the social system of the school, the district, and the community
- To reduce the concerns and attempt to overcome the challenges common to novice educators (for example, discipline, classroom management, interaction with parents, diversity in students, instructional issues)
- To develop the knowledge, skills, attitudes, and values that are vital to success throughout an educator's career
- To enhance personal and professional development, enabling novice professionals to attain higher instructional competence
- To provide instructional and interpersonal support that furthers this development, offers an opportunity for new and experienced staff to analyze and reflect upon their service, and builds a foundation for the continued study of teaching and educational service delivery
- To instill norms of collegiality and experimentation
- To retain highly qualified new and experienced professional staff

We would add to this list a goal that a mentoring program enhances a professional staff's ability to deal effectively with diverse groups of individuals, the different learning styles of children and adults, and the various teaching styles of educators. We would also stress the importance of reflection-for-action, i.e., using the knowledge gained from reflection to adapt behavior to enhance future learning.

Together these goals provide the foundation upon which to design a program that enhances the professional development of new and experienced educators.

MENTOR RESPONSIBILITIES

- Acclimate mentee to the new educational system
- Advocate for mentee in daily dealings
- Enhance mentee's delivery of service
- Model collegiality and professionalism

To do this, the mentor is expected to:

- Meet with the mentee a minimum of once every two weeks – with at least one of these meetings to be face-to-face; total meeting time approximately two hours per month
- Maintain a *Mentor/Mentee Activity Log*; submit to the administrator at the end of each semester
- Participate in a brief conference with the administrator and mentee at the end of each semester about the progress of the work
 - What behaviors did you intend to work on this semester?
 - What did you do?
 - How have these behaviors improved since the mentoring relationship began?
 - Are improvements in these behaviors improving job performance?
 - What are your objectives for the next semester?
- Complete *Evaluating Your Mentor/Mentee Work/Relationship* form at the end of each semester; submit to administrator

ROLES OF MENTORING PARTNERS

Mentor

- ✦ Model professionalism (collegiality with peers, continued professional reading and study)
- ✦ Schedule contact time and meet regularly with mentee
- ✦ Maintain activity log
- ✦ Anticipate and listen to mentee needs
- ✦ Work with administrator to meet mentee needs
- ✦ Share information(procedures, guidelines, expectations)
- ✦ Link mentee to appropriate resources (human and material)
- ✦ Share teaching/professional service strategies and process
- ✦ Offer support through empathic listening and by sharing experiences
- ✦ Provide guidance (discipline, scheduling, planning, organizing school day/service delivery)
- ✦ Assist mentees in arranging, organizing, analyzing the physical setting of the classroom
- ✦ Counsel novice staff when difficulties arise
- ✦ Allow mentees to observe you; discuss
- ✦ Observe mentee; discuss
- ✦ Promote self observation, analysis, and reflection
- ✦ Arrange for mentee to observe colleagues; discuss
- ✦ Provide honest feedback to mentee
- ✦ Assist in developing mentee professional growth plan
- ✦ Engage in purposeful study with mentee
- ✦ Provide feedback/evaluate mentor program

Mentee

- ✦ Communicate needs to mentor and administrator
- ✦ Meet regularly with mentor
- ✦ Participate in training
- ✦ Invite mentor visitations/observations
- ✦ Observe mentor/other colleagues
- ✦ Engage in self observation, analysis, and reflection
- ✦ Be open to mentor input and feedback
- ✦ Be active listeners and learners (know what you need and set out to obtain it)
- ✦ Maintain focus on meeting needs of students
- ✦ Engage in purposeful study with mentor
- ✦ Assist in developing professional growth plan
- ✦ Provide feedback/evaluate mentor program

Administrator

- ✦ Oversee mentor program
- ✦ Provide support/advice to mentor and mentee

- ✦ Provide relevant mentor and mentee trainings/professional development
- ✦ Coordinate schedules to provide time for mentors/mentees to plan, observe, conference\
- ✦ Coordinate visitation opportunities
- ✦ Assist in development of mentee professional growth plan
- ✦ Evaluate novice professional staff
- ✦ Supervise mentors
- ✦ Evaluate mentor program

Mentee Needs:

Curriculum

- Research-based resources and materials
- Procedures for obtaining materials and supplies
- Setting student expectations
- Co-curricular activities

Instruction

- Designing classroom space
- Developing effective instructional strategies
- Motivating and engaging students
- Classroom management techniques
- Implementing PBS
- Identifying classroom problems
- Transporting students
- Managing time, case loads, daily schedules
- Long-range planning, preparing units and lessons, organizing learning activities, planning time.
- Using a variety of teaching methods and materials, strategies and techniques
- Addressing the special needs of students (including special education rules, forms, IEP's
- Individualizing instruction

Assessment

- Assessing student work
- Reporting student progress
- Grading system/book

Student Achievement Model

- Goals, structure, process
- Our role in support implementation

Leadership

ISD Overview

- District policies and procedures (including vehicle use, maintenance requests)
- Becoming acquainted with the school's and district's community
- Contributing to school community of learners
- Interacting with colleagues (including clerical/custodial support staff)
- Facilitating Advisory Committees, Career Day, Open Houses
- Confidentiality
- Mandate reporter
- Mentor Program
- Staff meetings
- Certification/PD requirements
- Access to building
- Interacting with LEA administrator and staff
- Interacting with community agencies
- Technology (web site, computers/other technology, electronic access, phone, e-mail, voice mail)
- Resolving conflict
- Managing stress
- Interacting with parents
- Completing reports (REP/PD, injury reports, Trac book – program mandates, Medicaid, guest speakers.
- Inventory
- Lunch procedures
- School safety procedures (Crisis Plan, secure/restraint sheet, tornado, fire, lock down, safe mode)
- Union contacts/partnership

Business Office

AESOP

- Personal time/sick time/flex time
- Attendance
- Mileage form/process
- Requisitions
- Access to payroll information
- Insurance (including short and long term disability)
- 403B
- ID Tags
- Travel out of ISD
- Function of business office
- Budget
- Work calendar/schedule
- Purchase orders – money in budget – how it works within their group
- PD Log (Registry of Education Personnel REP)
- Goal setting – evaluation - reflection

MENTOR/MENTEE ACTIVITY LOG



Date	Topic	Type of Contact	Duration of Contact (how long)	Mentor Initials	Mentee Initials

**EVALUATING YOUR MENTOR/MENTEE
 WORK/RELATIONSHIP**



Please rate the effectiveness of your mentor/mentee work this semester:

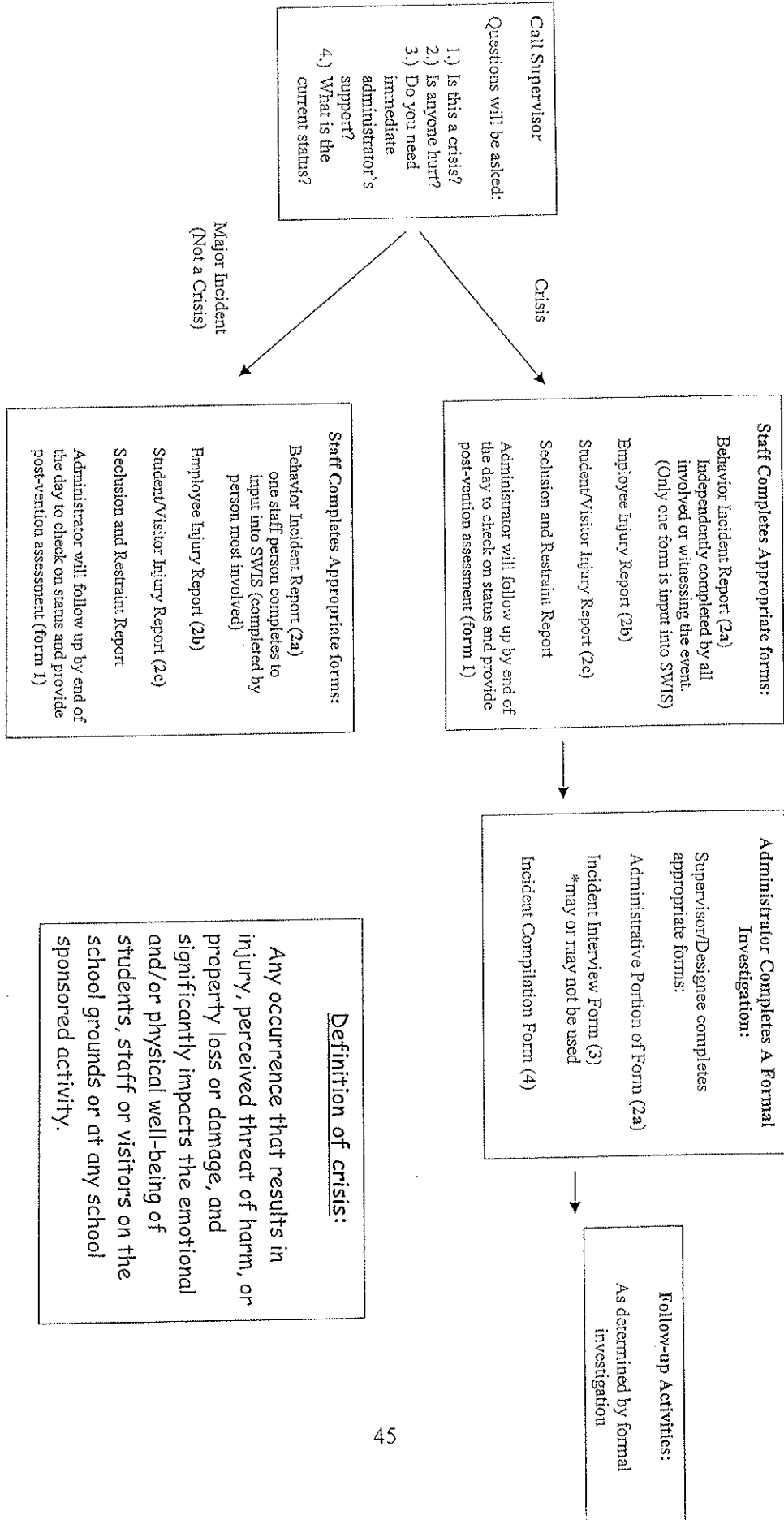
Not Productive					Very Productive
1	2	3	4	5	
Not Informative					Very Informative
1	2	3	4	5	
Not Well Organized					Very Organized
1	2	3	4	5	

Please complete the following:

I came expecting . . .
I got . . .
I value . . .
I still need . . .

Name _____ Date _____

APPENDIX G – CRISIS RESPONSE



Administrator Notification, Postvention Assessment, and Follow-Up-FORM 1

Completed by: _____ Date of Report: _____

Administrator's Notification of Incident

Notified of incident by _____ on _____ at _____
(person) (date) (time)

Response to Questions:

- 1) Is this a crisis? _____
- 2) Is anyone hurt? _____
- 3) Is immediate administrator support needed? _____
- 4) What is the current status of the situation? _____

Postvention Assessment-Five Steps

Postvention assessment completed by _____ on _____ at _____
(person) (date) (time)

Postvention participants: _____

Step #1: Make sure situation is under control. Explain: _____

Step #2: Assess condition of all. Explain: _____

Step #3: Provide Due Care. Explain: _____

Step #4: Make necessary contacts (e.g. parents, ancillary supports, other agencies, police).
Explain: _____

Step #5: Determine need for full administrative investigation. Explain: _____

Follow Up Plan

NEEDS	PERSON RESPONSIBLE	DATE OF COMPLETION

Follow up meeting date: _____

Huron Intermediate School District
INCIDENT REPORT-FORM 2a



Check to input
into SWIS

Completed by: _____

Date of Report: _____

Student Name: _____ Date of incident: _____ Grade: _____

Start Time: _____ a.m. p.m. End Time: _____ a.m. p.m.

Occurred at: HATC HLC Transition Complex HISD Admin. Office

Place of incident: Classroom Hallway Bathroom Cafeteria
 Gymnasium Office Area Playground Sidewalk
 Parking Lot Transportation Bus Loading
 Community or Other: _____

Type of activity during incident: Independent 1-on-1 Small group/Center Whole Class Transition

Type of Behavior (check most significant):

- Inappropriate language Physical Aggression
- Disrespect/Defiance Disruption
- Property Damage Inappropriate Affection
- Out of Bounds Other: _____

Student Motivation:

- Obtain peer attention Avoid peer(s)
- Obtain adult attention Avoid adult(s)
- Obtain item/activity Avoid item/activity
- Other/Sensory Seeking Unknown

Person(s) Involved in Incident:

Student(s): _____
 Staff: _____
 Other(s): _____

Person(s) Witnessing the Incident:

Student(s): _____
 Staff: _____
 Other(s): _____

Summary of Incident (List basic facts chronologically, be objective & distinguish facts from assumptions.
 Attach additional pages if necessary):

Duration of incident: _____

Consequences:

- Individualized instruction Loss of privilege Conference with student Parent contact
- Time out Bus suspension In-school suspension Out-of-school suspension
- Expulsion Other (behavior plan, police contact, agency referral): _____

Huron Intermediate School District EMPLOYEE INJURY REPORT – FORM 2B

EMPLOYEE INFORMATION

Employee name _____ Birth date _____
 Address _____ Phone # _____
 Job position _____ Was employee on duty? Yes No

INJURY DETAILS

Date of injury: _____ Time: _____ a.m. p.m.
 Occurred at: Huron Technical Center Huron Learning Center HISD office Transition building
 PREP building Storage shed Other _____

<p><u>Place of injury:</u></p> <input type="checkbox"/> Classroom <input type="checkbox"/> Gymnasium <input type="checkbox"/> Hallway <input type="checkbox"/> Parking lot <input type="checkbox"/> Bathroom <input type="checkbox"/> Sidewalk <input type="checkbox"/> Cafeteria <input type="checkbox"/> Playground <input type="checkbox"/> Athletic field <input type="checkbox"/> Other _____	<p><u>Nature of injury:</u></p> <input type="checkbox"/> Scratch <input type="checkbox"/> Head injury <input type="checkbox"/> Fracture <input type="checkbox"/> Sprain/strain <input type="checkbox"/> Bruise <input type="checkbox"/> Cut/puncture <input type="checkbox"/> Burn <input type="checkbox"/> Bite <input type="checkbox"/> Dislocation <input type="checkbox"/> Blood exposure* <input type="checkbox"/> Other _____	<p><u>Body part injured:</u></p> <input type="checkbox"/> Ankle <input type="checkbox"/> Foot <input type="checkbox"/> Leg <input type="checkbox"/> Arm <input type="checkbox"/> Face <input type="checkbox"/> Nose <input type="checkbox"/> Back <input type="checkbox"/> Finger <input type="checkbox"/> Teeth <input type="checkbox"/> Neck <input type="checkbox"/> Hand <input type="checkbox"/> Wrist <input type="checkbox"/> Eye <input type="checkbox"/> Knee <input type="checkbox"/> Shoulder <input type="checkbox"/> Other _____
---	--	--

* if blood exp, complete exposure worksheet

How did the injury occur? (List basic facts chronologically. Use back of form if needed.)

Describe any conditions that appeared to contribute to the injury or exposure (i.e. wet floor, horseplay, etc.)

What safety devices were/were not in use?

List names of witnesses:

MEDICAL INFORMATION

Was on-site first aid administered? Yes No If yes, describe first aid: _____

Did you seek medical attention? Yes No Date medical attention was sought: _____

Name of treating physician _____ Medical facility _____

Return to work: Returned to work with no restrictions
 Returned to work with these restrictions: _____
 Sent home, to have physician recheck on: _____
 Hospitalized

I have provided this information as fact to the best of my knowledge. I also acknowledge that if I did not seek medical attention, I did have the opportunity to do so and I waive medical care at this time.

Employee signature _____

Date _____

Huron Intermediate School District STUDENT/VISITOR INJURY REPORT – FORM 2C

Injured Person's Name: _____ Male Female

Address: _____ Phone #: _____

City/State/Zip: _____ Birth Date: _____

Injured is a: visitor student If visitor, state purpose of visit: _____

Date of injury: _____ Time: _____ a.m. p.m.

Occurred at: Huron Technical Center Huron Learning Center HISD office Transition building
 PREP building Storage shed Other _____

Nature of injury:

- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Scratch | <input type="checkbox"/> Head injury |
| <input type="checkbox"/> Fracture | <input type="checkbox"/> Sprain/strain |
| <input type="checkbox"/> Bruise | <input type="checkbox"/> Cut/puncture |
| <input type="checkbox"/> Burn | <input type="checkbox"/> Bite |
| <input type="checkbox"/> Dislocation | <input type="checkbox"/> *Blood exposure |
| <input type="checkbox"/> Other _____ | |

Place of injury:

- | | |
|---|--------------------------------------|
| <input type="checkbox"/> Classroom | <input type="checkbox"/> Gymnasium |
| <input type="checkbox"/> Hallway | <input type="checkbox"/> Parking lot |
| <input type="checkbox"/> Bathroom | <input type="checkbox"/> Sidewalk |
| <input type="checkbox"/> Cafeteria | <input type="checkbox"/> Playground |
| <input type="checkbox"/> Athletic field | <input type="checkbox"/> Office |
| <input type="checkbox"/> Other _____ | |

Body part injured:

- | | | |
|--------------------------------|--------------------------------------|-----------------------------------|
| <input type="checkbox"/> Ankle | <input type="checkbox"/> Foot | <input type="checkbox"/> Leg |
| <input type="checkbox"/> Arm | <input type="checkbox"/> Face | <input type="checkbox"/> Nose |
| <input type="checkbox"/> Back | <input type="checkbox"/> Finger | <input type="checkbox"/> Teeth |
| <input type="checkbox"/> Neck | <input type="checkbox"/> Hand | <input type="checkbox"/> Wrist |
| <input type="checkbox"/> Eye | <input type="checkbox"/> Knee | <input type="checkbox"/> Shoulder |
| <input type="checkbox"/> Head | <input type="checkbox"/> Other _____ | |

*If blood exposure, complete exposure worksheet

How did the injury occur? (List basic facts chronologically. Give factual detail. Use back of form if needed.)

Describe any conditions that appeared to contribute to the injury or exposure (i.e. wet floor, horseplay, etc.):

What safety devices were/were not in use?

List names of witnesses:

Injured person was: sent back to program sent home sent to physician sent to hospital

Medical treatment:

- | | |
|--|---|
| <input type="checkbox"/> No medical treatment needed | <input type="checkbox"/> First Aid given; advised to seek further medical treatment |
| <input type="checkbox"/> Medical treatment declined | <input type="checkbox"/> First Aid given; transported to ER via school vehicle |
| <input type="checkbox"/> First Aid given | <input type="checkbox"/> First Aid given; ambulance service called |

Describe first aid given:

Information for this form obtained from: Injured person Witnesses

Staff (completing form) signature

Title

Date

**Interview Form
FORM 3**

Person interviewed: _____

Interviewer: _____

Time of incident: _____

Narrative statement provided by person interviewed:

(List basic facts chronologically, be objective, distinguish facts from assumptions)

Diagram the physical location of incident and your location during incident:

Interviewer clarifying questions:

Witness Signature _____ Interviewer Signature _____

Time and Date: _____ Time and Date: _____

Writing an Incident Report:

Staff members are usually asked to document their accounts of incidents by completing written incident report. Here are six (6) steps for producing accurate, complete reports:

1. List basic fact chronologically. Answer questions like who, what, when, where, and how. Include all attempts you made to intervene in the situation-verbally or physically.
2. Be objective. Avoid personal commentary about why the incident occurred. Do not try to blame or protect others. Stick to the facts.
3. Tell the truth. Beside moral and ethical issues of lying, a lie is almost impossible to maintain and usually makes matters worse.
4. Distinguish fact from assumptions. Do not try to label a person's mental or emotional state. If you draw a conclusion, back it up with facts.
5. Use everyday language. Avoid specialized terminology which will be unclear for anyone outside the education field. Think about how your report would sound if it were being read to a jury.
6. Check for accuracy and errors. Make sure your final copy is free of typographical errors, erasures or mistakes in spelling, punctuation, or grammar.

Restraint Documentation

Who was involved in the restraint?

What type of hold was used?

One Person

Two Person

How was the student transported?

One Person

Two Person

Where the incident occurred?

How far was the student transported?

Questions/Concerns:

Person completing this form: _____

Huron Intermediate School District Seclusion and Restraint Report
--

Student:

Date:

Enter:

Exit:

Antecedent

Behavior

Consequence

- **Observation of the Student** (while using seclusion, staff must: involve appropriately trained key identified personnel to protect the care, welfare, dignity, and safety of the student. Continually observe the student in seclusion for indications of physical distress and seek medical assistance if there is a concern; and document observations):

- **Administrative notification (immediately):** _____
- **Parental notification (written within 24 hours):** _____
- **Scheduled Debriefing (by the next day):**
 - ✓ What precipitated the behavior that required emergency intervention?
 - ✓ Is there an anticipation that the behavior will occur again?
 - ✓ Is there need for follow-up action?
 - ✓ What is the specific follow-up action?