

AGREEMENT

THIS AGREEMENT entered into this 7th day of November 2009, by and between the HANOVER-HORTON SCHOOL DISTRICT, JACKSON COUNTY, MICHIGAN, hereinafter referred to as the “Board” and the JACKSON COUNTY EDUCATION ASSOCIATION and its affiliate the HANOVER-HORTON TEACHERS ASSOCIATION, hereinafter referred to as the “Association.”

PURPOSE

It is the intent and purpose of this Agreement to assure sound and mutually beneficial relationships between the parties hereto with respect to salaries, hours and all other terms and conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and peaceful employer-employee relations for the mutual interest of the Board, the faculty, and the children who attend the schools in this District. Recognizing that providing a quality education for the children in the Hanover-Horton School District is the primary objective and obligation of the parties hereto, the Board and the Association, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this agreement.

ARTICLE I – RECOGNITION

- A. **Bargaining Unit Defined.** The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, as amended, for all regularly employed certified teachers, librarians and guidance counselors under contract with the Board employed in a position for which they are certified; and certified professional personnel employed as long-term substitutes; excluding substitutes and per diem appointments, executive, administrative, and supervisory personnel and all other employees. The term “*teacher*” when used hereinafter in this Agreement, shall refer to the professional employees represented by the Association in the bargaining unit as above defined, and shall include both male and female teachers. Regularly employed personnel who work more than thirty (30) consecutive days in the same assignment are entitled to all the benefits and responsibilities in accordance with the terms of this Agreement. Teachers who are employed for and work less hours than a full-time teacher shall have their salary and fringe benefits prorated to that of a full-time teacher.
- B. **Definitions:**
1. The term “*teacher*” when used hereinafter shall refer to all regular full-time and part-time teacher employees in the bargaining unit as above defined.
 2. The term “*Board*” shall include its officers, trustees, and representatives.
 3. Whenever the term “*school*” is used, it is to include any work location.

4. Wherever the term “*principal*” or “*administrator*” or “*administration*” is used, it is to include the administrator of any work location.
5. Principals and/or administrators shall be deemed supervisors.
6. Whenever the term “*supervisor*” is used, it is to include anyone having the authority, in the interest of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, or reward; to discipline employees or responsibly direct them, or to adjust their grievances, or to effectively recommend such action if in connection with the foregoing where exercise of such authority is not merely routine or clerical in nature, but requires the use of individual judgment.
7. Wherever the singular is used it is to include the plural.
8. The Board agrees not to negotiate with any teacher's organization other than the Jackson County Education Association for the duration of this Agreement.
9. The term “*long-term substitute*” shall mean any teacher employed in one specific teaching position for ninety (90) days or more, or is contracted to replace a teacher on a leave of absence for that same period of time, which long-term substitute teacher shall have the obligation of Article V, including dues or service fees as of the 31st day of employment.
10. The term “*days*” shall mean work days unless otherwise specified.

ARTICLE II – ASSOCIATION RIGHTS

- A. **Statutory Rights.** Pursuant to the Michigan Public Employment Relations Act, as amended, the Board and the Association hereby agree that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations in this District. Neither party will discriminate against any teacher with respect to hours, wages or any terms of conditions of employment by reason of the teacher's membership or non-membership in the Association, his/her participation in any activities of the Association within the District, or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms of conditions of employment.
- B. **Availability of Information Regarding School District.** The Board agrees to furnish to the Association in response to written requests from the Association President, or a designee, all available public information concerning the financial resources of the District, including but not limited to officially adopted budgets, teachers' salaries and placement on the salary schedule, annual financial reports and audits, register of certified personnel, administrative salaries, agendas and minutes of all regular and special Board meetings, exclusive of executive sessions, treasurer reports, census and membership data and any changes thereto, and such other information as required by law that will assist the Association in formulating intelligent, accurate, informed and constructive collective bargaining proposals and that information which is necessary for the processing of grievances pursuant to the grievance procedure. The Board agrees to furnish the information

requested by the Association which it is entitled to within five (5) working days after receipt of the request or as soon thereafter as possible. It is understood that this provision shall not be construed as to require the Board or the administration to compile information and/or statistics in any form including that which is available to the Association by its contacting the bargaining unit employees. Original records may be examined only at the school offices and the furnishing of any materials will be made at the expense of the Association. Nothing contained herein shall limit the rights of the Association under the Freedom of Information Act.

- C. **Contract Administration.** Only authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided such activity shall not interfere with nor interrupt student instruction or duties of the teacher as determined by the Building Principal, provided said determination shall be subject to the grievance procedure.
- D. **Board Meetings.** The Association designee shall be notified of all public Board Meetings at approximately the same time and date that the Board members are notified. The Superintendent shall place on the agenda of a regular Board Meeting those items the Association wishes the Board to consider, provided (a) they are submitted to the Superintendent in writing prior to the preparation of the Board agenda preceding the regular Board Meeting, (b) they are signed by the Association President or the designated representative who will attend the Board Meeting, (c) they set forth the area or areas to be discussed, and (d) they shall not include any matter which is the present subject of a current grievance unless the Board consents to the discussion of said item(s).
- E. **Use of Facilities and Equipment.** Teachers within the bargaining unit may use school facilities for meetings, and may use equipment including typewriters, calculating machines and audio-visual equipment, classroom computers, and other duplicating equipment, at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials, supplies, custodial service, if not previously scheduled to be on duty at that time, and all costs incident to such use.
- F. **Bulletin Board/Mailboxes.** The Local Association will have the right to place notices, circulars and other materials regarding Association business on designated school bulletin boards, in the teachers' mailboxes and on e-mail. Authorized representatives of the Local Association will assume responsibility for posting or distributing materials of the Association and all material placed or distributed shall be signed by the Local Association designee. The Association's use of the Board's e-mail shall comply with the Board's Technology Use and Internet Safety Policy. When the use thereof is contrary to these provisions the Building Principal shall have the right to take appropriate action which action shall be subject to the grievance procedure.
- G. **Special Conferences.** Special conferences for important matters will be arranged between the Association designee and the Superintendent upon the mutual consent of the parties. Such meetings shall be limited to two (2) members of the Association and the Superintendent and a representative of his choice.
- H. **Association Awareness of Board Matters.** The Board may consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs or major revisions of instructional policy, which are proposed or under consideration prior to their adoption, and/or general publication.

ARTICLE III – TEACHER RIGHTS/RESPONSIBILITIES

- A. **Freedom of Association.** Legally permissible religious or political activities of any teacher or the lack thereof shall not be grounds for any discipline or discrimination with respect to the professional employment of such teacher and the private life of a teacher is his/her own affair unless his/her conduct should adversely affect his/her relationship with students or the discharge of his/her teaching and other school related duties.
- Building Administrators will discuss with all teachers the implementation of policies and procedures relating to the Family Educational Rights and Privacy Act.
- B. **Freedom from Discrimination.** Neither party shall unlawfully discriminate against any employee because of the employee's race, creed, religion, color, national origin, sex, sexual orientation, marital status, height, weight, disability or membership in the Association.
- C. **Student Evaluation Forms.** The Administration shall not expect student evaluation forms on classes to be completed before the third (3rd) working day after a marking period ends. In all cases, forms will be in teachers' possession five (5) days prior to the date they are due.
- D. **Academic Freedom.**
1. Study, investigation, presentation and interpretation of facts and ideas shall be subject to accepted standards of professional responsibility and applicable laws.
 2. The teacher must exercise responsibility and prudence, and must realize that teaching in an elementary or secondary school places special responsibility upon the teacher to carefully consider the maturity level of the student and the special circumstances that surround the teaching/learning relationship.
- E. **Notification of Compliance Officer.** The District shall notify each employee of the identity of the sexual harassment/Title IX and ADA (American's with Disabilities Act) compliance officer who is the Superintendent.

ARTICLE IV – DISTRICT RIGHTS

- A. **Specific Board Rights.** The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while performing assigned duties, including the right to promulgate reasonable rules and regulations not inconsistent with this Agreement;

2. To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
 3. To establish classes and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;
 4. To make the final decision on the means and methods of instruction, the selection of textbooks and other teaching materials, the use of teaching aids of every kind and nature;
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
- B. **Board Residual Management Rights.** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in the furtherance thereof shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States. The Association recognizes and agrees that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage the operations of the school district and to direct and supervise all employees employed thereby is solely and exclusively vested in the Board and the administration.

ARTICLE V – ASSOCIATION MEMBERSHIP & DUES DEDUCTION

- A. **All Employees Shall Either:**
1. Sign and deliver to the Employer an assignment authorizing deduction of membership dues and assessments of the Association and such authorization shall continue in effect from year-to-year unless revoked in writing between July 1st and September 1st of the year, or
 2. Any employee who is not a member of the Association in good standing or who does not make application for membership within thirty (30) calendar days from the date of commencement of duties shall pay as a fee to the Association an amount appropriate to the current MEA/NEA policies consistent with the present court ruling.
- B. The Union shall notify the District of the amount to be payroll deducted and the schedule for deductions of membership dues and service fees.

The deduction of dues and/or service fees shall be required under the terms and conditions of this Agreement. The Board shall, therefore, deduct said dues and service fees pursuant to the authority set forth in MCLA 408.477. The deduction of membership dues or service fee shall be remitted to the Association or other appropriate agency and a list of teachers from whom deductions were made shall be furnished to the Association.

- C. All employees, new to the District, shall be informed of the above requirement prior to being offered employment in the District.
- D. The Association agrees to indemnify and save the Board harmless against any and all claims, suits and other forms of liability and for the reasonable and necessary expenses and costs incurred that may arise out of or by reason of action taken by the Board in reliance upon the Association's certification of non-compliance or by reason of the Board's reliance upon the dues or fee payroll deduction authorization form. However, the Association shall not be held liable for unemployment compensation.
- E. **Professional Dues and Payroll Deductions**. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association. Such authorization shall continue in effect from year to year unless revoked in writing between July 1 and September 1 of the year. Pursuant to appropriate authorization, the Board shall deduct one-twentieth (1/20th) of such dues from each regular salary check of the teacher beginning in September until paid in full. Deductions for teachers employed after the commencement of the school year shall commence with the next scheduled pay period for all teachers, i.e., such member would pay one-twentieth (1/20th) of the prorated annual dues applicable to such teacher until such dues are paid in full for that year. The deduction of membership dues or service fee shall be remitted to the Association or other appropriate agency and a list of teachers from whom deductions were made shall be furnished to the Association.
- F. **Miscellaneous Payroll Deductions**. The Board shall also make payroll deductions upon written authorization from any teacher for:
1. Jackson School Employees Credit Union.
 2. Jackson City Income Tax.
 3. Jackson County United Fund.
 4. Any additional insurance coverage or annuity plan approved by the Association. The approved annuity plans shall be limited to a total of seven (7). A list of approved annuity plans shall be submitted by the Association to the Board no later than the 4th Friday of each school year. This list shall remain unchanged for the remainder of the school year. At least two (2) employees must enroll with a new annuity company in order to have it added as a participating company. Current annuity companies may be grandfathered to the list even though less than two (2) employees are enrolled.
 5. United States Savings Bonds.
 6. Court ordered child support payments.
 7. Teacher Participation in Options:
 - (a) A teacher may affect a change or terminate any of the above options by notifying the Board at least two (2) weeks in advance of the next pay period.

(b) It is expressly understood and agreed that while the Board will offer each teacher the opportunity to participate in a jointly approved plan or program, the Board does not warrant, either expressed or implied, or guarantee any plan or program in any way.

G. The District shall offer direct deposit for all payments from the District to not more than four (4) financial institutions.

H. The District shall provide current sick day and personal day totals quarterly.

ARTICLE VI – TEACHING HOURS

A. General Provisions.

1. **Length of Day.** The school day for teachers will not begin before 7:30 a.m., or end later than 4:00 p.m. The length of a teacher day shall be seven (7) hours and fifteen (15) minutes, except as otherwise provided in this Agreement.
2. **Elementary Teachers:** Elementary teachers shall be in their duty area ten (10) minutes before the opening of the regular school day. In addition, one and one half (1-1/2) hours per month shall be “banked” and mutually scheduled for staff meetings, grade level meetings, etc.
3. **Middle School Teachers:** Middle school teachers may elect to be at their duty area either ten (10) or fifteen (15) minutes before the opening of the regular school day. If they elect the ten (10) minute option, they shall stay an additional five (5) minutes at the end of the regular school day. Teachers must notify the building principal of their selected option prior to the beginning of each school year.
4. **High School Teachers:** High school teachers shall be in their duty area fifteen (15) minutes before the opening of the regular school day.
5. The teachers shall remain in their respective buildings until the end of the workday, unless excused by the building principal, to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teachers and/or administrators. On Fridays or the day preceding a holiday, teachers shall be allowed to leave their buildings five (5) minutes after the students have been properly dismissed.
6. **Duty-Free Lunch.** All teachers shall have a duty-free lunch period equivalent to the regularly scheduled student lunch period.
7. **Teachers on Duty.** Teachers shall be on duty as provided in this Agreement unless in case of emergency, or unless called to the office of his/her respective principal, in which event the principal shall make the necessary arrangements to provide supervision of the teacher's class.
8. **Parent/Student Conferences.** Teachers are required to be available to parents and/or students for consultation during regular working hours. Any time necessarily spent outside

the teacher's regular working hours shall be at a time mutually acceptable to both the parties involved.

9. **Weekly Faculty Meetings.** The building principals may schedule a faculty meeting once a week with forty-eight (48) hours notice. Teachers are required to attend faculty meetings unless excused by their building principal. Faculty meetings as called by building principals will be held during the teachers' normal working day.
10. **Miscellaneous Programs.** Teachers are urged to attend and participate in such other meetings and programs as called and/or designated by the superintendent.
11. **Extra Curricular Activities.** Teachers involved in extracurricular activities, which require the teacher's presence during their normal workday, must make appropriate arrangements with their building principal.
12. **Librarians and Counselors.** When school is in regular session, librarians and counselors shall work a seven and one-quarter (7-1/4) hour day and shall be compensated as per Schedule B of this Agreement. It is understood that said compensation reflects work performed one week before and after the normal school year. Librarians and counselors shall have time each day to be used for preparation, however, this time shall not be a regularly scheduled block of time.
13. **Shared Teachers.**
 - (a) Teachers shared between various levels of the academic program or between buildings will have a daily planning period of at least forty-eight (48) minutes in length and adequate passing time between duty stations.
 - (b) Shared teachers who are required to work additional time due to regularly scheduled half (1/2) days will receive hour-for-hour compensatory time subject to the following restrictions:
 - (1) Compensatory time shall be taken only during non-student contact time;
 - (2) Compensatory time shall have prior employer approval;
 - (3) Compensatory time shall be taken within three (3) months of the week in which earned but no later than the end of the current contract year.

B. **Secondary School Provisions.**

1. Teachers in grades 6-12 shall receive a daily planning period which shall be the equivalent length of a class period.
2. Secondary teachers may be asked by an Administrator to volunteer to substitute teach during their preparation period. Any teacher who so volunteers shall be compensated at the rate of twenty dollars (\$20.00) per hour, prorated in fifteen (15) minute intervals.

C. **Elementary Provisions.**

1. Elementary teachers shall be responsible for their class going to and coming from the cafeteria
2. Elementary classroom teachers (grades K-5) shall be provided with a thirty (30) minute planning period seven (7) times per week in addition to the regularly scheduled breaks, and one fifteen (15) minute planning period per day . The schedule of planning periods will be during the student day and will be scheduled over at least four (4) days. Elementary teachers shall use the time prior to and following a student day for preparation time subject to other provisions of this Agreement.
3. Elementary teachers (grades K-5) shall be provided one (1) thirty (30) minute or two (2) fifteen (15) minute duty-free breaks daily.
4. Elementary teachers may be asked by an Administrator to volunteer to substitute teach during their preparation period. Any teacher who so volunteers shall be compensated at the rate of twenty dollars (\$20.00) per hour, prorated in fifteen (15) minute intervals.

ARTICLE VII – CLASS SIZE AND TEACHING CONDITIONS

A. **General Provisions: Pupil-Teacher Ratio.**

1. In the event that the maximum class size is exceeded in any classroom, the Association and the Board representatives will meet to develop a mutually agreeable solution. Such solutions may include the establishment of an additional classroom, the provision of classroom assistance through instructional aides, additional overload compensation, or other mutually developed solutions.
2. The parties recognize that the overload provisions contained herein are intended to allow the Board to distribute students among the available staff and not as a method of reducing staff. The Board agrees to maintain a ratio of students to regular classroom teachers of twenty-eight (28) to one (1), district-wide.
3. The Board agrees to abide by the State Department of Education Rules and Regulations pertaining to special education class size.

B. **Elementary Pupil-Teacher Ratio.** The parties recognize that optimum school facilities are desirable to insure the high quality of education that is the goal of both the teachers and the Board.

1. In the elementary schools, the ratio of students per regular classroom or kindergarten section in grades K through 5 will not exceed twenty-seven (27) to one (1). The number of students in any given class will not exceed thirty (30). Students in grades K through 5 shall be equally distributed among the teachers at each grade level. New students will be assigned to the smallest class at the appropriate grade level.

2. When the ratio of students per regular classroom or K Section in grades kindergarten (K) through five (5) exceeds twenty-seven (27) to one (1), all regular classroom teachers teaching more than twenty-seven (27) students will be paid additional compensation. The additional compensation shall be computed by dividing the annual salary of the effected teacher in half to determine the salary per semester. The salary per semester will be divided by twenty-seven (27) and the teacher will be paid this amount for each additional student over twenty-seven (27). Overload compensation shall be determined as of the authorized state count of each semester of the school year.

C. **Secondary Pupil-Teacher Ratio.** The parties recognize that optimum school facilities are desirable to insure the high quality of education that is the goal of both the teachers and the Board.

1. In grades six (6) through twelve (12), the number of student contacts per day per regular classroom teacher will not exceed one hundred sixty-two (162) with a traditional schedule. For a block schedule, the number of school contacts over any two (2) day period per regular classroom teacher will not exceed one hundred sixty-two (162). The number of students in any given regular class will not exceed thirty-one (31) except in physical education and music. In any class where work stations or laboratory facilities or equipment are regularly used, the class size shall not exceed the number of learning stations available. The Board shall attempt to evenly distribute students among the available staff. Physical education class size shall take in to consideration safety and liability factors.
2. In the event that the distribution of students by the Board causes a regular classroom teacher to have a number of student contacts in excess of one hundred sixty-two (162) (except physical education and music), the effected teacher shall be paid additional compensation. This compensation shall be determined by dividing the annual salary of the effected teacher in half to determine a semester salary. The semester salary shall be divided by one hundred sixty-two (162). This amount shall be paid to the effected teacher for each additional student contact in excess of one hundred sixty-two (162). Overload compensation shall also be determined as of the fourth (4th) Friday of each semester.

D. **Teaching Tools and Materials.**

1. The Board recognizes that appropriate texts, library reference facilities, maps and globes, classroom and laboratory equipment, computer facilities, audio and visual equipment, art supplies, athletic equipment, current periodicals, standard tests, advanced technological innovations, and similar materials are the tools of the teaching profession.
2. The Board agrees to reasonably equip all levels of the academic program within limits of the adopted budget.

E. **Teachers' Facilities.**

1. Restroom and lavatory facilities exclusively for teacher use and at least one furnished room (tables and chairs) for use as a faculty lounge will be reserved. Teacher lounges and facilities

will be provided in each of the teaching complexes: High School, Junior High/Middle School and Elementary.

2. In each of the buildings there shall be telephone facilities for teachers' use located in the teachers' lounge. The teachers will log each long distance call indicating the number and person called. All long distance calls paid by the District must be school related. Teachers may make long distance calls for personal business provided all charges are reserved, on the teacher's personal credit card, or remuneration is made to the District. The Board reserves the right to remove the private phones anytime in the event of abuse.

F. **Miscellaneous Benefits**. The Board agrees to endeavor to provide those items listed below:

1. Lockable drawer space or access to a lockable file cabinet for each teacher's instructional materials.
2. A mail box for each teacher.
3. Lockable closet or locker space with a key for each teacher to store coats, overshoes, and personal articles.
4. Chalkboard and bulletin board space in every classroom if requested.
5. Copies, exclusively for a teacher's use, of all texts used in each of the courses he/she is to teach.
6. A dictionary for the respective age group in every classroom.
7. Seating facilities for each student.
8. Books and materials required in daily teaching responsibility as approved by the building principal.
9. Adequate shelving for book storage.
10. In each school, typing, duplicating facilities and a computer with printer to aid teachers in the preparation of instructional material. This shall include a primary typewriter in the elementary building and a standard typewriter in the high school and Middle School Complex for teacher use.
11. Keys to an assigned area of a building shall be made available upon request to any teacher where the need for such keys can be justified to the building principal.
12. A professional collection of educational materials will be established in the District for use by teachers, Board members and Administrators.
13. A soft drink vending machine may be kept in the teachers' lounge at no expense to the Board. The proceeds from the use of the machine shall be used at the discretion of the Association. The Board shall provide the Association with a report at least quarterly of the proceeds from the use of the vending machine.

14. Student teacher honorariums shall be used for classroom materials of the cooperating teacher.
 15. **E-mail**. The teacher shall comply with the Board's Technology Use and Internet Safety Policy.
- G. **Bus Supervision/Student "Accidents"**. Teachers shall not normally be assigned to bus duty except in unusual situations or emergencies. Teachers will not be required to clean up pupil accidents except in the absence of the regular custodian or to eliminate a hazard to the children.
- H. **Safety Responsibilities**. Teachers shall be responsible for reporting unsafe objects or conditions to the building principal as soon as reasonably possible upon learning of same and to take such action as a reasonably prudent person would take in the same or similar situations. Teachers shall not be required to work under recognized unsafe or hazardous mechanical conditions.
- I. **Teacher Responsibility for Materials, etc.** Teachers shall be responsible for the proper care and utilization of materials, equipment and facilities assigned to them to the extent secured facilities are available and the teacher exercises due care at all times.
- J. **Teacher Responsibility for Students**. Other than during a teacher's duty free time, a teacher shall not leave a class or group of students unattended, except in case of an extreme emergency or to take care of personal needs, in which event the teacher will make a reasonable effort to have someone attend to the students.
- K. **Teacher Records/Lesson Plans**.
1. **Student Progress Reports**. All teachers are required to prepare, in accordance with the building principal's directive, records of (1) their students' progress and (2) CA-60's and daily class records.
 2. **Lesson Plans**. Teachers shall be required to have lesson plans available, but, shall not be required to submit, unless the building principal, through formal or informal classroom observation, has good and sufficient reason to suspect that a teacher is unprepared to teach his/her class, or unless the submission of lesson plans is a requirement of an Individualized Development Plan.
 3. **Goals and Objectives**. Teachers will be required to update their current goals and objectives as the curriculum changes.
 4. **Emergency Lesson Plans**. Teachers shall make daily lesson plans available for substitutes prior to the start of the substitute's first class on each day the teacher is absent for a period of up to three (3) consecutive days. The lesson plan shall be of a general nature thereby allowing any teacher to conduct the class and afford the students a learning experience.
- L. **Duty During Emergency**. Teachers shall remain on duty as determined by the building administrator for the care and well being of the students in the event of emergency situations such as,

but not limited to, severe weather warnings, civil or student disturbances, or other situations or conditions which may threaten the health or safety of students in accordance with the building principal's directives. The building administrator's determination shall be subject to the grievance procedure.

M. **Dress Policy.** Teachers will be expected to dress in reasonable and customary attire consistent with the teaching profession.

N. **Medically Fragile/Least Restrictive Environment.**

1. In the event that the Hanover-Horton Schools will provide services to a medically fragile student in a regular classroom setting, the Board agrees to bargain the issues dealing with the inclusion of said medically fragile student. However, in any case, no member shall be required to perform medical procedures. For the purpose of this Article, "medical procedure" shall be defined as a procedure required as part of ongoing medical treatment which requires special training.
2. The parties acknowledge that the placement of students with disabilities in a least restrictive environment is legally mandated. It is also recognized that the extent to which any individual student with a disability should participate in regular education programs and services involves considerations of that student's unique needs as determined by an Individual Educational Planning Team (IEPT). Although it is agreed that the student with a disability's participation and right to participate in regular education programs and services cannot be effected by this Agreement, the District does agree to consider how the student with a disability's placement will affect teachers when determining the student with a disability's placement. It is recognized that this Article should be implemented when including students identified as emotionally impaired, visually impaired, moderately cognitively impaired, severely cognitively impaired, severely multiple impaired and autistically impaired.
3. The District shall determine the teacher who will be providing instructional services for a student with a disability as early as possible prior to the teacher providing such services. Such teacher shall participate in the IEPT which may initially place (or continue the placement of) the student in a regular education classroom. The teacher will be assigned such student as defined above on a rotational basis.
4. Any bargaining unit member who will be providing instructional services to a student with a disability in a regular educational classroom setting will be invited to participate in the Individual Educational Planning Team (IEPT) determining that student's appropriate placement. Appropriate arrangements will be made so that any bargaining unit member who has been invited to attend the IEPT may do so as a full participant.
5. If any bargaining unit member whose working conditions are impacted by the student has a reasonable basis to believe that a student with a disability's current Individual Educational Plan (IEP) is not meeting the student's unique needs as required by law, the teacher will advise his/her principal in writing. The principal shall review the student's IEP and, if appropriate, institute the necessary steps to remedy the concern.

6. On a case-by-case basis, the building principal and the teacher who will be providing instructional services to a student with a disability will mutually determine what ongoing training, observation opportunities, and other support shall be provided to the teacher. Such support shall be provided in a timely manner, at no expense to the teacher, and with release time as appropriate.
7. For each case a committee, comprised of the building principal, the Hanover-Horton Education Association building representative, the teacher and special education aide (if appropriate) providing the instructional services shall determine the level of informational awareness to be provided to building staff. Due care will be taken to comply with the Family Educational Rights and Privacy Act (FERPA) and appropriate confidentiality will be maintained at all times.
8. Students with disabilities covered by this Article shall be counted for two (2) for the purpose of class size counts. In addition to other benefits outlined in this Agreement, the classroom teacher providing direct service to a student as identified in this Article shall receive three (3) unrestricted personal business days to be used during the current or succeeding school year, subject to the following:
 - (a) Only regular classroom teachers who have such students on the authorized state count days shall be eligible for the additional personal days.
 - (b) If an elementary student is moved to another class after the fall authorized state count day, the three (3) additional personal days shall be prorated among the regular classroom teachers based on the percentage of the school year the student is with each teacher (number of students times percent of year times three [3] days equals number of personal days).
 - (c) The three (3) additional days for secondary students shall be prorated based on the percentage of the day and the percentage of the year the student spends with each regular classroom teacher (number of students times percent of days times percent of year times three [3] days equals number of personal days).
 - (d) The proration calculations shall be rounded up to the nearest half (1/2) day, but the number of additional personal days allocated among the regular classroom teachers shall not exceed the equivalent of three (3) days for each student.
9. The classroom teacher providing instructional services to a student with a disability identified in this Article shall not be evaluated adversely should the student with a disability not achieve the goals as outlined in the IEP.
- O. **On-Line Classes.** A certified teacher from the bargaining unit shall only be required as an on-site proctor teacher for online courses that are taken by a student during regular class time and not for online classes taken by a student before or after school, during the summer, as an independent study class, or as required by an Individualized Educational Plan (IEP).

ARTICLE VIII – SCHOOL IMPROVEMENT TEAM

- A. **Composition.** The School Improvement Team will be composed of School Improvement Chairs and Department Chairs. There will be a Chair from the elementary, middle school and high school.

The School Improvement Team Department Chairs will be democratically elected on a volunteer basis by each of the following departments:

1. Social Studies
2. Language Arts
3. Math
4. Science
5. Specials
6. Technology

- B. **Selection of Chairpersons/Duties.** The School Improvement Chair positions will be posted according to the vacancy language. The Department Chairs will be democratically elected on a volunteer basis.

- C. **Responsibilities.** The School Improvement Chairs will be the steering committee in conjunction with the Administration. The responsibilities will include:

1. Coordinate the school improvement process for the District;
2. Articulation and coordination of curricular change;

The Department Chairs responsibilities will include:

1. Curriculum review and teaching materials adoption;
2. School improvement implementation; and
3. Communication and liaison to staff.

- D. **Compensation.** Chairpersons shall be paid annually as specified in Schedule B of this Agreement.

ARTICLE IX – TEACHER ASSIGNMENTS

- A. **Establishment of Duties and Assignments.** At the first staff meeting of the school year, the Principal shall discuss and establish routine duties and responsibilities. Due consideration will be given to reasonable suggestions offered by the staff.

- B. **Basis of Assignment.** Each teacher may be assigned duties by the Administration, providing said duties are consistent with the terms and conditions of this Agreement. Teachers will not be assigned outside the scope of their teaching certificates, or their major or minor field of study except in emergency situations and then only temporarily and for good cause. Temporarily shall mean until the end of the semester.

- C. **Notification of Teaching Assignments.** The Administration will give teachers written notice of their specific assignments as tentatively scheduled for the forthcoming school year no later than the first Monday in June of each school year. In the event that changes in the schedule are necessary, as determined by the Administration, all teachers affected will be notified as soon as possible. Changes in the teacher's grade assignments will not be made later than August 15, except in case of emergency. Emergency shall be defined as death, retirement, resignation or leave of absence of a teacher, a significant change in student enrollment or class demands, or a change in the number or use of available facilities. Said emergencies are those which occur after August 15 and where it is not possible to immediately secure a qualified and certified full-time replacement teacher from outside the bargaining unit. When the emergency no longer exists the Board shall return said teacher to his/her previous assignment at the end of the semester. In the event an emergency change of assignment is made on or after the first day of school, the staff member involved will be provided two (2) days paid preparation time during normal working hours.
- D. **Notification of Pending Resignation.** Any teacher upon becoming aware of the fact that he/she will not be an employee of the District for all or part of the current or coming school year shall, in good faith, notify the Superintendent of Schools in writing as soon as possible.
- E. **Additional Assignments.** A teacher may be assigned a class on a regular basis in addition to the teacher's normal teaching schedule during the school year and the teacher shall receive additional compensation for said additional class period assigned on the basis of dividing the teacher's regular salary rate by the number of regular class periods normally assigned provided:
1. The position is posted and the most senior qualified volunteer currently teaching in that subject area is appointed to fill the position who had an overall acceptable evaluation for the previous school year.
 2. If there are no qualified volunteers as provided in item 1 above, the least senior qualified teacher currently teaching in that subject area, who had an overall acceptable evaluation for the previous school year, will be appointed to fill the position.
 3. The assignment is consecutive to the teacher's normal assignment (i.e., no split shifts).
 4. There shall be no more than a total of four (4) said additional assignments in the secondary school in any given year and no teachers shall be assigned more than one (1) additional assignment.
 5. In paragraphs 1 and 2 above, "qualified" shall be defined as defined in Article XIV, Section C.
- F. **Transfer Requests.** Teachers who request a change in grade or subject assignment, or who request a transfer to another building will file a written statement of such desire with the Superintendent of Schools. Such statement shall include in order of preference the grade or subject to which the teacher desires to be assigned, or the school to which he desires to be transferred. This statement must be renewed annually by the applicant in order to ensure consideration.

An involuntary transfer will be made only in case of emergency, elimination of a position, or to comply with other contractual provisions of this Agreement. The superintendent shall notify the effected teacher and the Association of the reasons for such transfer in writing.

G. **Elementary Looping Assignments.**

1. When there is a need for an additional elementary class in a grade the class may be posted as a "Looping Assignment." A Looping Assignment permits the teacher to follow the students for two (2) or more years.
2. When a Looping Assignment ends, the teacher may displace the least senior teacher in the building within the Looping Assignment grades. If the teacher is the least senior teacher within those grades, the teacher may displace the least senior teacher in the elementary building. (For example, if the Looping Assignment is two [2] years beginning with the third grade, the teacher may displace the least senior teacher in the building teaching third or fourth grade at the end of the second year. If the teacher is the least senior teacher in the building teaching third or fourth grade, the teacher may displace the least senior teacher in the building.)
3. Two (2) or more teachers may agree to Loop their classes with the approval of the elementary principal whether or not there is a need for an extra class.

ARTICLE X – MENTOR TEACHERS

- A. A mentor teacher shall be defined as a master teacher as identified in Section 1526 of the School Code and shall perform the duties of a master teacher as specified in the Code.
- B. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion in order to provide professional support, instruction and guidance.
- C. A mentor teacher shall be assigned in accordance with the following:
 1. Participation as a mentor teacher shall be voluntary.
 2. The administration shall notify the Association when a mentor teacher is matched with a bargaining unit member (mentee).
 3. Mentees shall be assigned to one (1) mentor teacher at a time.
 4. The mentor teacher assignment shall be for one (1) year subject to review by the mentor teacher and the mentee after the first semester. The appointment may be renewed in succeeding years. Either party can request a change in their mentor/mentee assignment at any time. Such request shall be granted. Only one (1) such request shall be made during any school year.

5. A reasonable effort will be made to assign a mentee a mentor who is teaching a grade or subject area that is the same or close to the grade or subject being taught by the mentee.
- D. Each mentor/mentee team shall be expected to use up to one (1) day each year for conferences, observations and modeling by the mentor or others. Professional business days may also be used for mentor/mentee team activities. If such activities cannot be scheduled during the preparation periods of the mentor and mentee, release time shall be granted.
- E. A mentor/mentee handbook shall be developed which shall include the duties and responsibilities of the mentor.
- F. Each year an orientation for the mentor/mentee teams shall be held, preferably during the new teacher orientation before the start of school. Mentors who attend such orientation shall be compensated at the Schedule B hourly rate.
- G. A list of the mentor/mentee teams shall be posted or otherwise publicized in each building.
- H. The administration encourages a trusting, open, and edifying relationship between the mentor and mentee.

ARTICLE XI – VACANCIES

A. **Definition, Advanced Notification and Posting.**

1. **Definition.** A vacancy exists when there is an opening which the Board intends to fill including the following:
 - a. A new bargaining unit position is created.
 - b. A teacher retires, dies or quits.
 - c. A teacher is discharged for just cause.
 - d. A teacher transfers to another position.
 - e. A teacher is granted a leave of absence exceeding ninety (90) days.
2. **Advanced Notification.** Whenever a teacher is interested in being considered for assignment to any teaching position in the District, he/she may file a written notice of his/her interest with the superintendent. Before any vacancy is filled, the qualifications of each teacher who has filed a notice of interest therein shall be reviewed and an interview will be granted.
3. **Posting.**
 - (a) Vacancies for the next school year which are known before the end of school shall be posted in each building for five (5) work days prior to filling the vacancy. A copy of the posting shall also be mailed to any teacher on a leave of absence during the posting period.

- (b) Vacancies for the next school year which arise during the summer vacation shall be posted in each building for ten (10) calendar days prior to filling the vacancy. All teachers who wish to be notified of vacancies by mail during the summer vacation must leave a self-addressed envelope with the Superintendent to receive a copy of the posting by mail.
- (c) The District shall also notify teachers of vacancies by e-mail and by posting the notice on the District's website. Bid forms shall also be placed in the teachers' building mail boxes.
- (d) The Association president shall be sent copies of all vacancy postings at the time they are posted or mailed.

B. **Application for a Vacancy.** Any employee covered by this Agreement may apply for such a vacancy. Applications will be considered should such vacancy occur either during the school year or during the summer.

C. **Filling of Vacancies.** Regular vacancies shall be filled by the Board with the person whom the Administration determines is best qualified. Therefore, in making said determination, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each applicant has been in the school system, and other relevant factors. Any bargaining unit member interviewed for a vacancy will be notified of the decision in writing.

D. **School Year Vacancies.**

- 1. Vacancies which occur after one (1) week before the start of the school year may, at the option of the Board, either be posted and filled according to the provisions of this Article or be filled on a temporary basis for the remainder of the school year.
- 2. Temporary assignments, if continued, shall be posted for the next school year.
- 3. For the period of such temporary assignment, the person employed shall be accorded the rights and responsibilities, terms and conditions of the Agreement except, that that person shall have no assurance of continuing the next school year in the assignment or any other assignment in the District. If a person employed in a temporary assignment is continued in employment, he/she shall have seniority beginning with his/her first work day.

ARTICLE XII – LEAVES OF ABSENCE

A. **Paid Leaves.** All leaves of absence identified hereinafter are subject to the provisions contained herein.

- 1. **Professional Business.** At the beginning of every school year, each teacher shall be credited with up to three (3) days to be used for the teacher's educational-professional business. These days shall be non-accumulative. Professional business days may be used for any educational purpose that benefits the school system. The teacher planning to use a

professional business day shall make a written request to his/her Principal at least one (1) week in advance of the desired time off. Professional business days shall be used for the purpose of: (1) visitation to view other instructional techniques or programs, (2) conferences, workshops, or seminars, in the teacher's field or regarding education methods in general. The teacher may be requested to file a written report, within one (1) week of his/her attendance at such visitation, conference, workshop, or seminar. All such leaves identified in this paragraph are subject to administrative approval.

2. **Individual Teacher Business**. Teachers may use up to three (3) days per school year for business purposes which cannot be reasonably conducted other than during normal duty hours and it is essential that the teacher's presence is required away from the school property. The teachers recognize and agree their primary responsibility is to their students and therefore they shall not abuse this privilege. Except in emergency or unusual situations, as determined by the superintendent, such business leave will not be permitted on the last school day prior to, or the first school day following a recess period or during parent conference days.
 - (a) Notification for the use of a business leave day must be submitted in writing to the Superintendent on a leave notification form (Appendix A) provided by the Board at least five (5) working days prior to the date needed, except in case of emergencies. The Superintendent shall approve or disapprove the request and so notify the teacher in writing within forty-eight (48) hours of the submission of the request. The request and reasons therefore shall be confidential. The Board shall make a reasonable effort to obtain a substitute teacher. If the Board is unable to make such arrangements, the leave may be canceled by the superintendent or his designee and said teacher shall be so notified in writing not later than forty-eight (48) hours prior to the requested time off. Three (3) teachers will be the maximum number that will be allowed off at any one time who submitted their request five (5) working days in advance of the requested time off.
 - (b) Teachers submitting a request at least ten (10) school days in advance shall not be denied a leave because of a lack of a previously confirmed substitute. However, three (3) teachers will be the maximum number that will be allowed off at any one time who submitted their request ten (10) working days in advance of the requested time off and a substitute has been confirmed. Except for teachers who have a confirmed emergency, the total maximum number of teachers that will be allowed off at any time will be limited to six (6) teachers.
 - (c) A business leave day shall not be used for securing employment elsewhere, participating in an Association related activity or recreational activity. Misuse of the concept of business days may result in disciplinary action.
 - (d) **Other Deaths**. Three (3) days per year, deducted from business leave may be used to attend the funeral of a close friend. Such usage shall be considered as "emergency" and shall not be withheld.

- (e) Business leave days shall be accumulative up to a total of five (5) days. Any unused business leave days beyond this accumulation limit shall convert to sick days or add to the total of days compensated as defined in 5. and 6., in this Article.
3. **Jury Duty.** A leave of absence shall be granted a teacher called for jury duty. The Board agrees to pay the teacher's daily salary for each day the teacher is required to perform jury duty, provided the teacher endorses over to the District the daily jury fee paid by the court, (not including travel allowances or reimbursement of expenses) for each day on which he/she otherwise would have been scheduled to work. Teachers released from jury duty during the school day must report for duty as soon as reasonably possible upon being released by the court in order to receive jury duty pay, provided two (2) or more hours remain in the teacher's normally scheduled work day or a meeting has been scheduled for which the teacher would normally be required to attend and the teacher has sufficient time to get to the meeting. Teachers shall not be required to attend regular staff meetings while performing jury duty if less than two (2) hours remain in the normal workday. However, it shall be the teacher's responsibility to obtain the information which was covered at said staff meeting.
4. **Legal Appearance.** A teacher subpoenaed before a court of competent jurisdiction to give testimony shall be compensated for the difference between said teacher's pay and the pay received as witness fees for so testifying for each day the teacher is required before such court for that purpose. This provision shall not apply to any teacher who is giving such testimony in an action where the teacher, teachers or the Association bring or are a party to such action against the Board of Education. Teachers released from said duty during the school day must report for duty at his/her regular teaching location as soon as reasonably possible upon being released by the court in order to receive pay therefore, provided two (2) or more hours remain in the teacher's normally scheduled workday or a meeting has been scheduled for which the teacher would normally be required to attend and the teacher has sufficient time to get to the meeting. Teachers shall not be required to attend regular staff meetings if less than two (2) hours remain in the normal workday. However, it shall be the responsibility of the teacher to obtain the information which was covered at said staff meeting.
5. **Sick Leave Accumulation.**
- (a) All teachers shall be pre-credited with eleven (11) sick leave days at the start of each school year on the basis that they are earned at a pro-rata rate per full month of service. In the event a teacher does not complete a full school year and has used all of his/her accumulated sick leave and that which was credited at the start of the immediate school year, then said teacher shall have such excess sick leave days used deducted from his/her last paycheck. Sick leave shall be allowed to accumulate from year- to-year up to a maximum accumulation of one hundred thirty (130) days. Teachers shall receive a confirmation of their accumulated sick leave credits with the first paycheck of each school year.
- (b) A teacher who has reached the maximum accumulation of sick leave days as provided above, shall be compensated for each day he/she is entitled to use over and above the one hundred thirty (130) days maximum which is not used by said teacher during the school year at a rate of sixty-five dollars (\$65.00) per day. Said

payment shall be made by separate check or in conjunction with the last paycheck of the school year as determined by the Administration.

6. **Sick Leave Use**. A teacher may use his/her accumulated sick leave for the following purposes:
- (a) **Teacher's Illness/Disability**. A teacher, because of his or her illness or disability, including pregnancy and childbirth, who is eligible to use accumulated sick leave, shall have the option of using sick leave or taking an unpaid leave of absence in accordance with Article XII, Section B, Subparagraph 5(e).
 - (b) **Death in the Immediate Family**. Up to three (3) days leave of absence with pay chargeable against the teacher's sick leave allowance shall be granted for each death in the immediate family (spouse, children, mother, father, grandmother, grandfather, brothers, and sisters of the employee or spouse or any person considered to be in such relationship). Total leave days for this purpose shall not exceed ten (10) days per year. Funeral leave shall be used for the purpose of making family, financial and funeral arrangements for and attending the funeral. Said leave shall end within forty-eight (48) hours of the day of the funeral. The above funeral leave may be augmented with the use of unused personal business leave.
 - (c) Up to three (3) days per year deductible from sick leave credits may be used to make arrangements for medical or nursing care for a member of the teacher's immediate family.
 - (d) **Serious Illness in Immediate Family**. When the teacher's presence is necessary, up to ten (10) days per school year of the accumulated sick leave allowance may be used when a serious illness in the immediate family requires the teacher's presence, as certified in writing by a doctor, unless deemed unnecessary by the Principal or designee. The immediate family shall include father, mother, spouse, children, and any other person who has established legal residence in the teacher's household. No more than four (4) days may be used in a single week without prior administrative approval.
 - (e) **Worker's Compensation Supplement**. A teacher who is absent because of an injury or disease which is compensable under the Michigan Worker's Compensation Law may use accumulated sick leave credits to make up the difference between the allowance under the Worker's Compensation Law and the teacher's regular salary. In no event shall a teacher receive a total amount in excess of his/her after-tax normal compensation.
 - (f) **Sick Leave Payoff**. In recognition of service to the School District, a retirement leave payment of seventy dollars (\$70.00) per day of accumulated unused sick leave, not to exceed nine hundred eighty dollars (\$980.00), will be paid upon retirement, as defined under the Michigan Teachers' Retirement Act, provided the teacher has been employed in the District for ten (10) or more consecutive years.

7. **Requirements for the Use of Sick Leave.** In the event a teacher is going to be unavailable for work, for which sick leave credits are to be used, said teacher shall call a telephone number established by the Administration as early as possible, not later than 6:30 a.m. for middle school and high school teachers and 7:00 a.m. for elementary teachers when schools are operating on regular session. Once a teacher has reported as being unavailable for work, it shall be the responsibility of the Administration to arrange for a substitute teacher. In the event a teacher does not call the school before the close of the students' school day in order that the substitute can be released, it shall be assumed the teacher will return to work the next school day. However, a teacher who is still sick the next day may call in in accordance with the above. The failure of a teacher to timely notify the Administration of being unavailable for work so that a substitute may be obtained, or for the release of the substitute, may result in the loss of pay. Teachers are not to employ substitute teachers directly under any circumstances. If a teacher becomes ill during the regular school hours, said teacher shall promptly notify the building principal so that other arrangements may be made to cover the teacher's responsibilities. Sick leave credits shall be deducted in increments of not less than one-half (1/2) days.
8. **No Limitation/Restriction Clause.** Upon good and sufficient reason or after five (5) days consecutive absence, a physician's statement may be required of the teacher by the superintendent to certify that it was necessary for the teacher to be absent and/or that the teacher may return to work without limitation or restriction.
9. **Verification of Illness/Disability.** Any time the Administration has good and sufficient reason to suspect a teacher is abusing sick leave, said teacher will be so notified in writing and informed that any time thereafter said teacher may be required to substantiate any further sick leave absence with a certificate from a medical doctor if further abuse is suspected. If there is no cause to suspect abuse of sick leave within ninety (90) calendar days of the above notification, no doctor's statement will be necessary until such time as further abuse is suspected and notice is again given as provided above.
10. **Supplemental Sick Leave Benefits.** In the instance of a teacher's personal illness, additional sick leave benefits shall be allowed as follows:
 - (a) The teacher has exhausted his/her accumulated sick leave as the result of a specific illness.
 - (b) The use of said sick leave was on consecutive days.
 - (c) The teacher would receive an equal number of sick leave benefits to that which the teacher had accumulated at the start of said illness which resulted in the exhaustion of the teacher's accumulated sick leave, up to a maximum of eleven (11) days per school year.
 - (d) The sick leave benefit would be the difference between the teacher's regular daily pay and the actual pay for the substitute teacher, up to a maximum of eleven (11) days per school year. (For example, if a teacher had only eight (8) days accumulated sick leave days which resulted in said days being used consecutively as a result of a

specific illness, then the teacher would be eligible for eight (8) sick leave benefit days, as defined above.)

- (e) The Board may require a statement from a Board appointed and paid for physician to verify said illness.

11. **Special Illness.** A teacher absent from work because of mumps, scarlet fever, measles, or chicken pox, as the result of contagion at school, shall suffer no diminution of compensation and shall not be charged to sick leave.

B. **Conditions for Granting Unpaid Leaves of Absence.**

1. All requests for leave will be applied for and granted or denied in writing and shall specify the reason for the leave and the beginning and ending dates requested or granted as the case may be. The teacher must apply for the leave at least sixty (60) calendar days prior to its commencement except in cases of emergency or when some other time limit is established for a particular type of leave. In case of denial, reasons for such shall be given.
2. Normally beginning and ending dates of leaves are to correspond with the beginning or end of school, or a semester, in order to maintain the teacher-student relationship as effectively as possible. The building principal will waive the above restriction if a satisfactory replacement can be obtained.
3. Failure to abide by the conditions and dates as specified for the leave application, the leave as granted, or the return from leave will result in the termination of all rights of employment unless a variance has been granted by the Board at the request of the teacher.
4. Specific leaves of absence as set forth below will be granted without pay or benefits. No benefits will accrue to a teacher during a leave of absence except as otherwise stated below. Upon return from such leave, the teacher's accumulated sick leave credits, as of the date the leave commenced, will be restored.
 - (a) **Child Care.** A teacher having a child of preschool age, may request and shall be granted a child care leave of up to two (2) school year(s) which leave shall commence at a time mutually agreeable by the teacher and the Administration. Upon return from the leave the teacher shall be placed on the appropriate salary step, which will be a half step if the teacher works fifty percent (50%) or more of a semester during the year in which the leave commenced or a full step if the teacher worked fifty percent (50%) or more of the school year in which the leave commenced.
 - (b) **Military Leave.** Military leaves of absence shall be granted without pay or benefits to any teacher who shall be inducted for extended, active military duty of a minimum of two (2) weeks or more duration in any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any salary increments which would have been credited to them had they remained in active service in the school system.

- (c) **Professional Association Office.** Teachers who are officers of the JCEA, MEA, NEA, or who are appointed to its staff, shall upon proper applications, be given two (2) years leave of absence without pay or benefits for the purpose of performing duties for the Association. Teachers given such leaves of absence without pay shall not receive credit towards annual salary increments on the schedule appropriate to their grade. The Association shall reimburse the Board for any unemployment compensation benefits that may be paid as a result of granting said leave.
- (d) **Temporary Illness or Disability Leave.**
- (1) A teacher who is unable to teach because of personal illness or disability and who has exhausted all of his/her accumulated sick leave shall be granted a leave of absence without pay or benefits for such illness or disability, up to one (1) calendar year. Said leave may be renewed for an additional year upon request of a teacher and the consent of the Board. Any employee who can reasonably anticipate the need for a temporary disability leave, because of illness or injury, shall notify the superintendent of the need for said leave not later than two (2) weeks prior to the anticipated beginning of the leave of absence.
 - (2) In the event the employee desires to return to work prior to the expiration of the leave, said employee shall submit in writing: (a) a notice of intent to return to work to the superintendent at least two (2) weeks prior to the expected date of return, and (b) a certificate from a medical doctor attesting to the fact that the employee's physical condition is such that said employee is able to resume regular duties without restriction or limitation.
 - (3) A teacher may be involuntarily placed on a sick leave of absence, with pay to the extent of the teacher's accumulated sick leave credits, provided there is good and sufficient reason to suspect that the physical or mental health of said teacher is causing said teacher not to satisfactorily perform his/her teaching responsibilities. In such instance, the Board shall schedule and pay for all appropriate examinations by a licensed physician of the Board's choice. If it is the opinion of the examining physician that there was no good and sufficient reason to suspect that the physical or mental health of said teacher justified placing said teacher on involuntary sick leave of absence, said teacher shall be returned to work and shall suffer no loss of wages or other benefits. In the event the teacher disagrees with the doctor's conclusions, he/she may employ the services of a licensed physician for confirmation purposes. In the event the two (2) doctors disagree, between them they shall mutually select a third doctor whose conclusions shall be final and binding upon the parties and whose fees shall be shared equally between the Board and the Union.
 - (4) In the event the employee fails to return to work upon the expiration of said leave, it shall be conclusively presumed the employee voluntarily quit and the

employee shall forfeit any further rights he/she may have under this Agreement or individual contract.

- (5) Employees who desire to continue their health insurance while on said leave may do so at their own expense, at the expiration of their FMLA benefits, subject to the terms and conditions of the insurance carrier.
- (6) A request for leave under this provision for reasons of personal illness or disability shall be accompanied by a statement from the teacher's physician confirming said illness or disability.
- (7) The general notice requirements as applied to this section shall be waived by the superintendent when said notice requirements could not be reasonably met.

(e) **Professional Improvement Leave.**

- (1) A leave of absence for tenure teachers of one (1) school year may be granted to any teacher upon application, for the purpose of participating in foreign or military teaching programs; the Peace Corps, Teacher Corps, Job Corps, or advanced educational leave, as a full-time participant in such program, provided such teacher states his/her intentions to return to the school system. Said leave may be extended one (1) additional year at the request of the teacher and the approval of the Board. Upon return from such leave, a teacher shall be placed in the same position on the salary schedule as he would have been had he/she taught in the District during such period.
- (2) A leave of absence for any tenure teacher may be granted for cultural travel for a period of up to one (1) year. Said leave may be extended one (1) additional year at the request of the teacher and the approval of the Board. No experience credit will be granted.

(f) **Association Delegate Leave.** Any official delegate of the JCEA under contract to the Hanover-Horton School District shall be entitled to attend conferences as representatives of the JCEA without loss of pay, providing that such request is approved by the President and his/her designee. Except in emergency or unusual situations, as determined by the superintendent, such business leave will not be permitted on the last school day prior to or the first school day following a recess period or during parent conference days. This shall be limited to a total of ten (10) teacher days per school year. The request with reasons for absence shall be made in writing three (3) days in advance of the desired time off. No one (1) person shall be absent from his/her classroom for more than two (2) consecutive days at any one time.

(g) **Public Office.** A teacher may be granted a one (1) year leave without pay or benefits prior to the beginning of, or at the conclusion of, the school year to campaign

for himself or serve in public office. Further extensions may be granted at the will of the Board.

- (h) **Other Leaves.** Leaves of absence without pay or benefits for purposes not specified above may be granted subject to the approval of the Board.

C. **Return from Leaves.** Teachers who meet the requirements for returning from a leave will be employed in a professional capacity. Return from leave shall be in accordance with the following:

1. **Short Term Leave.** A teacher who is on a short-term leave of absence of ninety (90) school days or less will be returned to his/her former position at the end of said leave. The Board may require that the teacher return at the beginning of a semester or marking period if the termination of the leave would otherwise result in return during the last two (2) weeks of a semester or marking period.
2. **Long Term Leave.** A teacher returning from a leave of absence of more than ninety (90) school days shall be returned to a position comparable to that held before the leave. This shall not prohibit the Board from returning said teacher to his/her former position. However, there is no guarantee that any teacher will be returned to a specific building, grade level or special assignment at the conclusion of a period of absence.
3. **Notice of Return.** A teacher on a long-term leave shall notify the Board of his/her desire to return from such leave as early in the leave as possible but no later than April 1st for those wishing to return at the beginning of the next school year or no later than December 1st for those wishing to return at the beginning of the second semester.

D. **Other Leave Provisions.**

1. **Family and Medical Leave Act of 1993.**
 - (a) Leave provisions of this Agreement shall be construed consistently with the requirements of the Act. However, if the leave provisions under this Article are more generous, this Agreement shall prevail.
 - (b) Employees may take paid or unpaid leave in accordance with this Act for birth, adoption, placement in their foster care of a child, or for serious medical conditions affecting themselves or their immediate family as defined in the Act. All such leaves may be concurrent with, and not in addition to, any other applicable leaves provided for in this Agreement.
 - (c) Upon return from leave under this Act, the employee shall be returned to the position held immediately before the leave began. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours, and other terms and conditions of employment.

ARTICLE XIII – TEACHER EVALUATION

- A. **General Statement.** The Board and all administrators in the Hanover-Horton School District shall assist teachers, both new and experienced, to become more useful and valuable members of the staff, shall warn them regarding practices which may not be acceptable, to uphold them in the proper discharge of their duties, and shall guarantee them courteous and considerate treatment at all times.
- B. **Evaluation of Classroom Teachers.** The Board agrees to ensure that its classroom teachers will be evaluated with respect to their professional duties and responsibilities at least once every three (3) years for tenured teachers, based on at least two (2) classroom observations, and at least once during each probationary year for probationary teachers based on two (2) observations held at least sixty (60) calendar days apart. The observations shall occur during the year covered by the evaluation.
1. A written evaluation report shall be completed and a personal interview between the teacher and an Administrator will be held on or before May 31 if the evaluation year is the school year or two (2) weeks before the end of any other evaluation year, and prior to the written evaluation becoming a part of the teacher's personnel file. Three (3) copies of the evaluation shall be submitted to the teacher at the time of the personal interview. The teacher shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the teacher's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A teacher may submit a self-evaluation and/or submit additional comments to the written evaluation if the teacher so desires. All written evaluations are to be placed in the teacher's personnel file.
 2. All classroom observations shall be conducted openly and with full knowledge of the teacher and shall be conducted by the building principal or a qualified administrator so designated for a minimum of thirty (30) minutes within a time span of sixty (60) consecutive minutes. Classroom observations shall not unduly interfere with the teaching-learning process.
 3. The use of eavesdropping, public address, or audio systems and similar surveillance devices shall be strictly prohibited unless mutually agreed to between the teacher and the Administration. Rumor will not be a source for teacher evaluation.
 4. Within ten (10) school days after each classroom observation, the teacher shall be provided with written feedback by the observing administrator. If the teacher disagrees with the administrator's comments, the teacher may submit a written response which will be attached to the administrator's written feedback. A personal interview will be held upon a teacher's request.
 5. A teacher whose evaluation may warrant, may be referred to the Professional Staff Development Committee which shall be appointed by the Local Association President and make a recommendation to the Principal within ten (10) school days as to what assistance would be beneficial to the teacher.

6. The Association President shall be promptly notified of anything less than satisfactory evaluation.
 7. The evaluation and observation forms are attached as Appendices F and G.
- C. Each teacher, upon his/her employment or at the beginning of the school year, whichever is later, shall be appraised as to the specific criteria in which he/she will be evaluated. The criteria shall include the following areas.
1. Knowledge of the subject matter;
 2. Technique of instruction;
 3. Classroom Management;
 4. Relationship with pupils, parents and professional colleagues;
 5. Ability to impart knowledge; and
 6. Evidence of preparation and planning.

The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic and social environment and that teachers alone cannot be held accountable for all aspects of the academic achievement of the pupil in the classroom. Test results of academic progress of students shall not be used in any way as evaluative of the quality of a teacher's service or fitness for retention.

- D. **Notification of Probationary Teachers.** The final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, or denied a contract for the ensuing year, will be furnished by the administration to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. The report shall not contain any information not previously made known to and discussed with the probationary teacher. In the event a teacher is not continued in employment, the Board will advise the teacher of the specific reasons in writing with a copy to the Association and is not subject to the grievance procedure.
- E. **Evaluation Conclusion.** Each teacher's evaluation shall include at the conclusion of the report, the statement:

"Considering all factors, the work performance of this teacher is

_____ *Satisfactory:* _____ *Unsatisfactory*

(check one)."

ARTICLE XIV – PROFESSIONAL BEHAVIOR

- A. **Personnel File.** Each teacher shall have the right, upon written request, to review the contents of said teacher's personnel file (except confidential recommendations and teacher placement information), at a reasonable time agreed upon mutually between the Administration and the teacher. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file shall normally contain the following, but not be limited to:

Required medical information; all evaluation reports; the teacher's certificate; a transcript of academic records; and tenure recommendation. A teacher must receive a copy of any and all items placed in his/her personnel file within two (2) school days of placement of the items in the file. If the teacher believes that material to be placed in his/her file is inappropriate or in error, he/she may write a letter stating his/her version of the incident whereupon the material can be corrected or destroyed. If the teacher is asked to sign material to be placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but normally it shall not be interpreted to mean agreement with the content of the material unless specifically so stated on the document.

Consistent with Michigan Law (MCL 423.507), the Board shall not release to a third party, except when the release is ordered in a legal action or arbitration, a disciplinary report, letter of reprimand, or other record of disciplinary action which is more than four (4) years old.

- B. **Rules and Regulations.** Teachers are expected to comply with reasonable rules, regulations, policies and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which is professionally demeaning.
- C. **Professional Standards.** The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline shall be reported in writing within ten (10) days to the offending teacher and the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher. The Association will reply in writing to the party making the charge. Nothing shall preclude or limit the Administration from taking appropriate action.
- D. **Discipline Representation.** A teacher shall at all times be entitled to have present a representative of the Association when the teacher is called into the Superintendent's or principal's office to be reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance.
- E. **Just Cause Clause.** No teacher shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. No teacher shall be deprived of any professional advantage heretofore enjoyed unless a change is warranted in the best interest of the School District. All written information forming the basis for disciplinary action will be made available to the teacher and the Association unless the teacher requests in writing that the information be kept confidential.

ARTICLE XV – REDUCTION IN PERSONNEL

- A. **Notification of Staff Reduction.**
 - 1. In the event the Board deems it necessary to effectuate a decrease in staff during or at the conclusion of any school year, the Board, as a courtesy, will attempt to give more than a thirty (30) calendar days' notice of layoff to the affected employee(s).

2. In any event, no less than a thirty (30) calendar days' notice shall be given to affected employees.
3. If the Board makes budgetary decisions concerning layoff before the end of the school year, prior to which the reductions are to be implemented, the Board shall immediately notify those employees that will likely be affected by such reduction.
4. The Employer shall make every reasonable effort to notify affected employees by May 1st of the school year.

B. **Seniority.** Seniority is defined as continuous service with the Hanover-Horton Schools, beginning with the date and time of hire.

1. In the circumstances of more than one (1) individual teacher beginning employment on the same date, seniority rights for the individuals involved will be in the order of the mutually posted time at acceptance of a contract.
2. A teacher shall lose his/her seniority if he/she resigns, retires or is discharged for cause.
3. A seniority list shall be provided to every teacher prior to October 15 of each year. Ten (10) working days shall be allowed for challenges and corrections before a final list is published. The final seniority list shall be effective for the remainder of the school year and shall be unchallenged.
4. The published seniority list shall contain the following employee information: Name, date of hire, certification, and major/minor fields of study.
5. By September 1, or as changes occur, it shall be the responsibility of the employee to notify the Board office regarding any change in certification and/or endorsements for purposes of updating the personnel file.

C. **Qualifications.** For purposes of this Article, "qualified" shall be defined as follows:

1. For placement in a K-5 grade level position, a teacher is qualified if the teacher has a K-8 certificate except for special education, remedial reading, music, art, or physical education where a major or minor in that subject is required.
2. For placement in a 6-8 grade position, a teacher is qualified if:
 - (a) The teacher has a K-8, 7-8, or 7-12 grade certificate and endorsement or major or minor in a specific subject area.
 - (b) Or, has all acceptable teaching evaluations during the past three (3) years in the Hanover-Horton School District.
 - (c) Or, a teacher's certificate to teach in grades 6-8, but not meeting any of the above qualifications, must agree to take, and satisfactorily complete, a minimum of six (6)

semester hours or its equivalent of academic training in that content area within twelve (12) months of placement in order to be qualified for the position. The expense of the courses will be the responsibility of the teacher. If all the course work is not completed within the twelve (12) months, the teacher may be allowed additional time to complete said course work with the approval of the superintendent.

3. For placement in a 9-12 grade position, a teacher is qualified if the teacher has a secondary certificate for the content area or possesses at least eighteen (18) semester hours or its equivalent of academic preparation in the content area to be taught or has all acceptable teaching evaluations in the content area during the past three (3) years. Requirements in 2(c) pertaining to additional semester hours shall apply to this section as well.
 4. For placement in any position, a Teacher must be "highly qualified" for the position as that term is defined by the No Child Left Behind Act.
- D. **Order for Layoff.** In the event of such reductions, probationary teachers with the least seniority will be laid off first. If further reduction in personnel is necessary, then the tenure teachers with the most seniority with the District who are certified and qualified to staff the available assignments, as defined in Article IX, shall be retained.
- E. **Employment Contract.** It is understood and agreed that any layoff pursuant to this Section shall automatically terminate the individual employment contract of the teachers laid off and the Board shall have no obligation or liability thereunder.
- F. **Recall.** Recall shall be in order of seniority with most senior teacher recalled first; provided the senior teacher is certified and qualified to fill the vacant position.
1. During the period when a decrease of staff is in effect, no new teachers shall be hired to perform any functions for which a teacher on layoff status possesses the necessary certification and qualification, provided such teacher is ready and able to promptly accept the assignment.
 2. If during the period when such decrease of staff is in effect, it becomes necessary to fill a permanent vacancy, re-establish a position or add a new function, certified teachers on layoff status who possess the necessary certification and qualification shall be offered such position.
 3. The Board shall give written notice of recall by registered or certified mail at the teacher's last known address.
 4. It shall be the teacher's responsibility to notify the Board of any change in address.
 5. Should an employee fail to report for work or provide the Board with notice of his/her intent to return within ten (10) calendar days of the receipt of recall notification, unless an extension is granted by the Board, he/she shall be considered a voluntary quit and shall thereby terminate his/her employment relationship with the Board.

6. Except as otherwise provided by statute (MCLA 380.1236), the provisions of F.1. through F.5. shall not apply to a long-term substitute teacher, as defined in Article I – Recognition, B. 9.
- G. **Notification of Pending Resignation.** A teacher shall notify the Superintendent of his/her resignation or retirement in writing as soon as possible. A teacher who intends to retire at the end of a school year shall give such notice on or before April 1st of that school year.
- H. **Miscellaneous.** Any teacher who shall be hired for an administrative or supervisory position or was promoted from within the bargaining unit and shall later return to or be assigned a teacher status shall be entitled to such rights as the teacher may have had or would have had under this Agreement had the teacher not been hired for such administrative or supervisory status, except no seniority shall accrue to the said person while out of the bargaining unit.

ARTICLE XVI – TEACHER PROTECTION/STUDENT DISCIPLINE

- A. **Teacher Protection.** Teachers complying with Board Rules and Regulations and who are acting in the line of duty, with respect to maintenance of control and discipline in the classroom and other school activities, shall be given support and assistance by the Board. Teachers recognize a mutual responsibility for the enforcement of school law, order and policies. Therefore, in all cases, the teacher shall follow the District's established disciplinary process.

The Board recognizes its responsibility to give reasonable support and assistance to the teachers with regard to the maintenance of control and discipline in the classroom. Whenever it appears to the classroom teacher that a pupil and/or pupils require the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, a recommendation will be submitted to the Administration, and such action as the Administration deems appropriate will be taken and communicated to the teacher.

1. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics.
2. A teacher may exclude a pupil from class temporarily when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable, in which event the teacher must escort the pupil to the Principal's office and turn the student over to the Principal or the Principal's designee. In the event the Principal or his/her designee is not readily available, the teacher may place the student under the control of another teacher for security purposes until the Principal or his/her designee arrives. It is understood that removing a student from class is a last resort measure and students on the secondary level will not be returned to that particular class the same day, thus allowing the teacher to fully communicate with the Principal and minimizing the disruption to the rest of the students. The Building Administrator shall take action based on what has been communicated to him/her with respect to the student matter. In the event the Principal or his/her designee or another teacher is not readily available to

assume responsibility for the student, the teacher must be prepared to take the student back to the classroom until assistance arrives.

3. The procedure for suspension of students from school shall be distributed to students, teachers, and parents each year. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the teacher, the child and parents when warranted.
4. If a teacher, acting within the scope of one's professional employment, is assaulted, the incident shall be immediately reported to the building principal or appropriate Administrator. The Board shall assist the teacher in connection with the handling of the incident by law enforcement and judicial authorities. A teacher may use such force as is reasonable and necessary for protection from attack or to prevent injury to a student.
5. If any teacher is the subject of a civil action brought by a student, or anyone who has the legal right to bring a civil action on behalf of a student, for action taken by the teacher acting within the scope of one's professional employment, the Board will provide legal counsel and render such assistance as is reasonable and necessary in the teacher's defense. Teachers shall have the right to retain outside legal counsel at their own expense. The time necessarily lost from work by a teacher in connection with the defense of a civil action as set forth above, which arose out of and within the scope of one's professional employment, shall not be charged against the teacher.
6. Any complaint by a student, or a parent of a student, directed toward a teacher shall be promptly called to the teacher's attention if such complaint is to be made a part of the teacher's personnel file or a matter of written record. The teacher shall be informed of the source and the specific nature of the complaint unless there is a compelling interest requiring confidentiality. The teacher may submit a written statement to be attached to and filed with the original complaint.

B. **Supervision of Student Teachers.**

1. Supervising teachers shall be probationary or tenured teachers with a minimum of two (2) years of teaching experience. Selection of supervising teachers shall be made by the Administration with the consent of the teacher. It is understood that a teacher may refuse to act as supervising teacher.
2. Supervising teachers shall be notified of student-teacher assignments as soon as practicable.

C. **Student Discipline.** Rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior shall be distributed to students and teachers at the commencement of the school year and any time thereafter that amendments may be made by the Administration.

D. **Clothing Reimbursement.** In the event a teacher is acting within the scope of his/her professional employment and a teacher without fault or negligence on his/her part, shall suffer

damage to his/her personal clothing of at least ten dollars (\$10.00), the Board shall reimburse the teacher for such damage in excess of ten dollars (\$10.00), but only up to a maximum of one hundred dollars (\$100.00). The Board may require such subrogation, assignment and full cooperation by such teacher in seeking recovery from any party responsible for such loss.

ARTICLE XVII – CONTINUITY OF OPERATIONS

The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any teacher take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system during the term of this contract. Failure or refusal on the part of any teacher to comply with the provision of this Article shall be cause for legally permissible disciplinary action as deemed necessary by the Board.

ARTICLE XVIII – NEGOTIATING PROCEDURE

- A. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the School District.

While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Both parties agree to submit the final agreement for ratification to their appropriate governing bodies. After ratification by both parties their representatives shall attach their signatures to the ratified agreement. There shall be three (3) signed copies for purposes of record, one (1) retained by the Board, one (1) by the Association, and one (1) by the superintendent.

- B. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measure it may deem appropriate.
- C. The Principal and designated Association Building Representatives shall meet by mutual agreement for the purpose of informally reviewing the administration of the contract and to resolve problems which may arise. These meetings are not intended to by-pass the grievance procedure.
- D. The parties agree to negotiate in good faith any changes in the Agreement required to comply with the No Child Left Behind Act.

ARTICLE XIX – GRIEVANCE PROCEDURE

- A. **Intent.** The primary purpose of this procedure is to secure, in the easiest and most efficient manner, equitable solutions to a claim of an aggrieved party. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with the Building Representative of the Association so long as it does not interfere with student instruction and the duties of any teacher.
- B. **Definitions.**
1. A “*grievance*” is a claim of a violation, misinterpretation, or misapplication of any provision of this Agreement. Any claim under the Teacher Tenure Act, including a demotion or discharge of a tenured teacher, shall not be subject to this grievance procedure.
 2. “*Election of remedies*” shall mean a teacher who has right to pursue his/her complaint under the Veterans Preference Act, or the Michigan Civil Rights Act, shall not be allowed to process a grievance with respect to such a matter, if the teacher elects to have the matter resolved in accordance with the law as enumerated above.
 3. The “*aggrieved person*” is the person, persons or Association making the claim.
 4. The term “*teacher*” includes any individual or group who is a member of the bargaining unit covered by this Agreement. Any group grievance will name all teachers aggrieved and will be signed by at least two (2) teachers actually aggrieved.
 5. A “*party of interest*” is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
 6. The term “*days*” shall mean school days.
 7. The term “*Association Grievance*” shall mean a claim which may involve more than one (1) member, arises in more than one (1) area, or impacts the entire bargaining unit. Such grievance may be initiated with the Superintendent.
- C. **Purpose.** The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept confidential through level two of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the Administration or proceed independently as provided by Public Act 379.
- D. **Structure.**
1. There shall be one or more Association representatives (building representatives) for each school building to be elected in a manner determined by the Association.

2. In the event the Association representative or any member of the Grievance Committee is a party in interest to any grievance, said representative shall be disqualified from participating and a substitute shall be named by the Association.
 3. The building principal shall be the administration representative when the particular grievance arises in that building.
 4. The Board hereby designates the superintendent as its representative when the grievance arises in more than one (1) school building. The involved employees and/or the Association shall follow an informal process as spelled out in Section E, Level One, of the Grievance Procedure. If a satisfactory resolution is not achieved by this process, the parties will move to Level Three of the Grievance Procedure.
 5. If a teacher has filed a sexual harassment complaint and if resort to the Grievance Procedure would result in the accused harasser hearing the grievance, the grievance may be transmitted to the next step at the option of the grievant. The District assures employees that all complaints will be handled confidentially and shall be investigated without delay. In no event will the District permit or engage in retaliation of any kind against any employee who initiates a complaint.
- E. **Procedure.** The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent. If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practicable. Decisions at all levels shall be in writing.
1. **Level One – Informal Level.** A teacher with a complaint shall discuss it within five (5) days of the occurrence of the event or the teacher has knowledge or should have had knowledge of the event which is its basis with his/her supervisor or Principal in an attempt to reach a satisfactory solution. Following the initial discussion, either party may involve their representatives in additional discussions in order to effect an equitable solution. Within four (4) days, after presentation of the complaint, the supervisor or Principal shall give his/her answer orally to the employee.
 2. **Level Two – Principal’s Level.** If the teacher is not satisfied with the disposition of his/her complaint, he/she may, within the next seven (7) days, file a grievance and arrange for a meeting of himself and his Association representative with the Principal or supervisor to again seek a satisfactory solution. Within seven (7) days from receipt of the grievance by the Principal or supervisor, he shall render a decision in writing to the grievant.
 3. **Level Three – Superintendent’s Level.** If the teacher is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within seven (7) days after presentation of the grievance, he may file the grievance within seven (7) days with the Superintendent and shall arrange a meeting with the Superintendent. Within fourteen (14) days of said meeting, the Superintendent shall render a decision in writing to the Association and the grievant.

4. **Level Four – Grievance Resolution Council.** The Board and the Association may mutually agree in writing to submit the grievance to the Grievance Resolution Council. If the grievance is not resolved within twenty (20) days, the grievance shall revert to Level Five.
- (a) The Board and the Association, in recognition of their commitment to discuss and resolve grievances through cooperation and collaboration and to avoid confrontation and adversarial proceedings, hereby establish a Grievance Resolution Council.
 - (b) The Council shall be composed of not more than three (3) administrators selected by the Superintendent and not more than three (3) teachers selected by the Association. The Council shall meet as required at mutually agreeable times to resolve grievances at Level Three.
 - (c) Members of the Council shall be trained in the interest-based or collaborative approach to discussing and resolving issues and concerns.
 - (d) The Council shall establish ground rules for its meetings consistent with the principles of the interest-based or collaborative approach. The ground rules shall include the following:
 - (1) All decisions shall be made by consensus.
 - (2) Resource people may participate in Council meetings to provide information.
 - (3) A party of interest (i.e. the grievant) may participate in Council meetings to provide information.
 - (e) Any consensus decision of the Council is not binding on either party.
 - (f) Any consensus decision of the Council that amends or modifies this Agreement shall be subject to ratification by the Board and the Association
5. **Level Five – Board Level.** In the event the aggrieved person is not satisfied with the disposition of the grievance at Level Four, or if no decision has been rendered within the prescribed time limits, he/she may refer the grievance through the grievance committee to the Board of Education within seven (7) days. Within fourteen (14) days from receipt of the written referral to them, they shall meet with the Association designee for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within fourteen (14) days of this meeting.
6. **Level Six – Arbitration.** If, at this point, the grievance has not been satisfactorily settled, the Association shall have the right to submit such grievance to arbitration by the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then obtaining, provided, such submission is made within fourteen (14) calendar days after receipt by the Association of the Board's decision referred to in Level Four of this grievance procedure. If the grievance has not been submitted to arbitration within said fourteen (14) calendar days, it shall be considered as having been dropped by the Association and the Board.

- (a) The powers of the arbitrator are subject to the following limitations:
 - (1) He/she shall have no authority to add to, subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein.
 - (2) He/she shall have no authority to rule on any matters which come within the election of remedies provision of this Article. The arbitrator shall have no authority to rule on the continuation of extra duty programs or personnel selected to perform extra duty work. However, the grievance procedure, including binding arbitration, will be available for new personnel after completing a two (2) year probationary period in the particular position.
- (b) Notwithstanding the expiration of this Agreement, any grievance arising under the terms of this Agreement may be processed under the terms hereof through arbitration.
- (c) The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. An individual is not permitted to proceed to arbitration.
- (d) The decision of the arbitrator shall be final and binding upon the parties hereto and upon all employees on behalf of whom the grievance was protested.
- (e) The expenses and fees of the arbitrator and the American Arbitration Association shall be paid in full by the party against whom the decision is rendered. The expenses of witnesses and representatives of the parties shall be borne by the party for whom they appear. Witnesses and representatives of the Association shall be released without loss of pay for hearings held pursuant to this Article.

F. **Miscellaneous.**

1. A grievance may be withdrawn at any level. However, if the Association's Grievance Committee believes the grievance affects a group of teachers, the Committee may process the grievance at the appropriate level.
2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
3. Forms for filing and processing grievances shall be provided by the Association through Level Four (attached as Appendix C - Grievance Summary).
4. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.

5. All available information necessary to the determination and processing of any grievance shall be furnished upon written request to the Association's Grievance Committee or the party involved in said grievance at a reasonable cost for its preparation.
6. Hearings and meetings at all grievance levels will be established by mutual agreement between the superintendent and the Association.
7. In the event that a grievance is filed by a bargaining unit member of the Association that is of such a nature that expediency in resolution is imperative or the grievance is of such a nature that a resolution could not be achieved by following the normal procedures, the parties may, by mutual consent, send the grievance directly to binding arbitration.

ARTICLE XX – PROFESSIONAL COMPENSATION

- A. The salary schedule for the 2009-2010 school year shall be as set forth in Schedule A-1 and shall represent a 1.5% increase retroactively to September 1, 2009.
- B. The salary schedule for the 2010-2011 school year shall be as set forth in Schedule A-2 and shall represent a 1.5% increase.
- C. **School Calendar.**
 1. The school calendar shall provide for one hundred eighty (178) student attendance days and one hundred eighty-four (184) staff days each year of this contract, reflecting local concerns in accordance with the County Calendar. The specific calendar will be determined by a committee composed of the President of the Education Association plus three (3) Association chosen teacher representatives (one elementary, one middle school and one high school), and the superintendent plus two (2) administrative representatives.
 2. Nothing in this agreement shall require the Board to keep schools open in the event of severe weather conditions or when otherwise prevented by conditions beyond the control of school authorities.
 - (a) When school is officially called off for students due to inclement weather or other conditions beyond the control of school authorities, schools will be closed and teachers shall not be required to be on duty.
 - (b) When days taken due to conditions beyond the control of school authorities are made up pursuant to the state aid act, bargaining unit members shall be required to report to work. Neither the closure of schools nor the rescheduling of such days shall act to increase or decrease the amount of compensation due to a bargaining unit member. The make-up of days taken due to conditions beyond the control of school authorities shall be only as is required by state law.
 - (c) Should it be necessary to make up instructional days or hours to comply with the State Aide Act or other law or regulation, the parties shall meet to mutually agree on

how the days or hours should be made up. In the absence of an agreement, the required instructional time shall be added to the end of the negotiated calendar. If days are added to the end of the negotiated calendar, the last workday shall be a full day for teachers with students in the AM only.

- (d) Should the state aid act be modified or should other statutes be enacted ending the requirement that days taken because of conditions beyond the control of school authorities be made up, the parties agree that the District will follow the negotiated school calendar as published.

D. **Experience Credit.** Teachers newly employed shall be given full credit for actual teaching experience not to exceed seven (7) years.

E. **Method of Payment for Extra Duty.** Additional salaries and special services remuneration shall be paid as follows:

1. Any teacher who has special services totaling more than four hundred dollars (\$400.00) will be paid in two (2) equal payments; one of which will be at the end of the first semester, the other at the end of the second semester, providing he/she has more than two hundred dollars (\$200.00) in each semester.
2. Sport activities shall be paid in two (2) equal payments; one (1) in the middle of the season and the balance at the end of the season.
3. Any teacher receiving a total of four hundred dollars (\$400.00) or less will receive payment for such service along with the teacher's regular check at the conclusion of the activity or service.
4. Any incomplete services shall be prorated as approved by the Board before payment.

F. **Annual Salary.** Salaries other than special services or additional salaries shall be paid each two (2) weeks over a ten (10) month period in twenty-one (21) equal payments or over a one (1) year period in twenty-six (26) equal payments optional with the teacher in September when the superintendent presents a form on which the teacher states his/her desire. The selection of payment plan shall remain in effect for the entire year.

G. **Salary Payoff Upon Termination.** Any teacher terminating his/her services at the end of the school year is permitted to receive full payment of all salaries due with the final check rendered in June; provided, however, that the teacher terminating his/her services so notifies the superintendent in writing not later than thirty (30) days prior to the last day of school.

H. **Automobile Mileage Allowance.** Teachers required, in the course of their work, to drive personal automobiles from one (1) school building to another shall receive a car allowance equivalent to IRS rates. The same allowance shall be given for the use of personal cars for field trips or other business of the District, which are to be approved by the building principal.

I. **Master Teacher Program.** Any teacher who meets the following qualifications shall qualify as a Master Teacher.

1. Any teacher who has been employed by the Hanover-Horton School District for at least fifteen (15) years or is on the final step of the salary schedule may elect to participate in the Master Teacher program during the teacher's final three (3) years of employment. A teacher may not elect to participate in the Master Teacher Program more than once without the approval of the Superintendent or designee, unless there is an emergency or change of life circumstance.
2. Any eligible teacher may elect to participate in the Master Teacher program by notifying the Superintendent not later than the beginning of any of the teacher's final three (3) years of employment.
3. Each Master Teacher and the District shall execute a Master Teacher contract which shall describe the additional duties and responsibilities to be performed by the teacher. Paid Schedule B duties and assignments shall not qualify as additional duties for Master Teacher purposes. The Master Teacher duties may include the following or similar duties:
 - Resource Consultant
 - Curriculum Development
 - Mentor
 - NCA Responsibilities
 - Staff Development
 - Additional duties as mutually determined
4. The Hanover-Horton Board of Education will pay to the teacher the stipend specified in Schedule B for Master Teacher.
5. A Master Teacher who does not retire or otherwise leave the employ of the District at the end of the program, is removed from the Master Teacher program for failing to perform the additional duties as required by the teacher's Master Teacher contract, or leaves the program before the end of the program period shall reimburse the District for all Master Teacher stipends received plus retirement contributions and FICA taxes paid by the District on such stipends. Reimbursement may be a lump sum payment or a reduction in the teacher's salary over a period not to exceed one (1) year.

Delta Dental	80/80/80 Class I, II, III, \$1,000 annual max 80% Ortho, \$1,300 lifetime max
MESSA Negotiated Life	AD&D \$40,000
Vision	VSP-2 Silver

\$140.00 per month Cash in Lieu of Option. Cash option will increase to three-hundred dollars (\$300.00) per month for any year in which seven (7) or more teachers select Plan B or C during open enrollment.

General Provisions

1. Open enrollment in any of the above referenced programs shall be mutually arranged between the Association and the Board.
2. For those bargaining unit members who are laid off or on a prolonged unpaid disability leave of absence, the Board will continue the employee's insurance (to the extent allowed by the carrier), for one month beyond the period of earned insurance eligibility. Employees may continue insurance coverage beyond such periods at their own expense subject to the terms and conditions of the insurance policy.
3. The Employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. The Section 125 Plan will include unreimbursed medical, dependent care, and the cash option.
4. **Stop Gap Loss for 10/20 Prescription Drug Card:**

Employees will pay the first five hundred dollars (\$500.00) per person/\$1,000 per family of \$10/20 drug co-payment stop loss each Plan Year and the District will pay the second \$500/\$1,000 of co-payment stop loss each Plan Year (District will not pay cost difference between brand name and generic if brand name is not medically necessary).
5. A one hundred dollar (\$100.00) stipend shall be paid to all Plan A participants on or before December 31, 2010 based on the enrollment for the 2010-2011 school year.

B. National/State Health Care.

1. Should the national and/or state government mandate that the Employer provide a specific level and/or plan of health coverage, the Employer agrees to bargain over the implementation of said mandate and its effect upon the Collective Bargaining Agreement and the health insurance coverage for members of the bargaining unit.
2. All other benefits including life insurance, vision, LTD, dental and annuities shall remain as provided for in this Article.

C. **Communicable Disease Control Policy/Blood Borne Pathogens.**

1. The Board shall make available to the employees a copy of its exposure plan. The copies can be reviewed at easy access points throughout the District.
2. In addition, the Board shall individually inform all staff members annually of the dangers of blood borne pathogens, the opportunities for training in the handling of blood in the workplace and of individual rights to appeal decisions concerning the selection of those receiving Board sponsored treatment for the problem.

ARTICLE XXII – MISCELLANEOUS PROVISIONS

A. **Individual Employment Contracts.** Any individual employment contract between the Board and a member of the bargaining unit as set forth in Article I shall be subject to and consistent with the terms and conditions of this Agreement.

B. **Past Practices Clause.** This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It is recognized by the parties hereto that past practices, fringe benefits, or working conditions not specifically incorporated herein may be unilaterally eliminated by the Board with prior written notice to the Association.

C. **Savings Clause.** If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. **Physical/Mental Health Examinations.** The Board shall have the right to require, with just cause, any employee to have a physical and/or mental examination performed by a medical doctor. The Board shall have the right to select the doctor and shall be obligated to pay the full cost for the doctor's examination.

E. **Rules/Standards.** The Administration shall have the right to make reasonable rules and regulations not in conflict with this Agreement. Such rules and regulations shall be communicated to the teachers in writing.

F. **Alcohol and Drug Abuse.**

1. In the event the Board should meet to modify its current policy pertaining to alcohol and drug use, the Board will consult with the Association prior to any such modification.
2. If, during the term of this Agreement, the Employer is required to implement alcohol and drug testing of bargaining unit members covered by The Omnibus Transportation Employee Testing Act of 1991, the District agrees that it will bargain with the Association relative to the procedures and protections necessary to implement said Act.

G. **School Improvement.**

1. The Board and the Association agree that employee participation in decision making is effective in providing positive results for education.
2. The provisions contained in this section shall apply to all school improvement plans, programs or processes set forth by school improvement committees established in the Hanover-Horton School District as a result of P.A. 25.
3. It is understood that participation on school improvement committees is voluntary. Further, employees who participate, or are non-participants, in such activities shall not be negatively evaluated for any conduct relative to such committees.
4. In the event that any provision(s) of a school improvement plan, program or process or application thereof violates, contradicts, or is inconsistent with this Collective Bargaining Agreement, the Collective Bargaining Agreement shall prevail.

**ARTICLE XXIII – PUBLIC SCHOOL ACADEMIES, ANNEXATION,
CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT**

- A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this District shall be annexed, consolidated or otherwise reorganized.
- B. In the event that this District shall be annexed, consolidated or otherwise reorganized with one or more Districts, in whole or in part, the Board shall endeavor in good faith to ensure the continued recognition of the Association and the continued employment of its members in such District.
- C. In the event of annexation, consolidation or other reorganization, the Board shall recommend all teachers on tenure at the time of annexation, consolidation or other reorganization be granted tenure to the successive Board of Education.
- D. In the event that a reorganization within the District is considered, the Association will be notified and consulted prior to any formal consideration of such changes.
- E. The District will provide immediate notice to the Association of any contact, correspondence, or inquiry regarding a public school academy application made to the District.

ARTICLE XXIV – JOB SHARING

- A. For the purpose of this Agreement, job sharing shall be considered a part-time leave of absence. Teachers requesting job sharing must sign a letter of intent documenting the fact that unemployment benefits will not be paid during the duration of the job sharing.
- B. Job sharing requests must be submitted by the first week of May of each school year. The Association will be presented the job sharing requests and the Hanover-Horton Board of Education or its designee, the superintendent, must be presented the job sharing request and approve the voluntary reduction in teaching assignment (i.e., leave of absence). Teachers will be informed of the disposition of their request not later than the first Monday in June. Denial of a request for job sharing will be accompanied by written reasons therefore.
- C. The teachers sharing the teaching position will each receive pro-rata salary reflecting the appropriate fraction of the position shared.
- D. The teachers participating in the job sharing shall complete the following:
 - 1. A schedule of the work times and responsibilities for the class. Each teacher will be required to attend staff meetings and parent- teacher conference days.
 - 2. A description of how the teaching responsibilities will be shared.
 - 3. A description of the process and method of communications between students, parents, staff and administration.
 - 4. In creating a job sharing assignment, teachers would be committed for only one (1) year.
 - 5. The building principal must approve the schedules and descriptions pursuant to this paragraph D prior to the submission of the job sharing proposal to the superintendent or Board of Education.
- E. Assignment and/or reassignment shall be according to the terms of this Agreement after job sharing is concluded.
- F. Teachers will accrue seniority rights consistent with this Agreement.
- G. All sick leave, personal business leave, etc. will be prorated in the same fashion as salary for teachers involved in job sharing (e.g., eleven (11) sick days would be divided between the two (2) teachers; three (3) personal business days would be divided between the two (2) teachers).
- H. Health insurance benefits will be prorated between the two (2) teachers in the shared job. The School District will not be obligated to expend more than an amount equal to the cost of Plan A coverage for one (1) teacher. Any cost in excess of that amount may be paid by the teachers in the shared job.

- I. In any case, no teacher in a job share shall receive benefits less than those provided in Plan B, except that the annuity amount shall be prorated.
- J. If the job sharing arrangement prevents a teacher being laid off, either because a teacher who would have been laid off is a participant in the shared job or otherwise remains employed by the District as a result of the shared job, then both teachers in a shared job will receive full health, dental and life insurance benefits.
- K. Teachers in a shared job shall attempt whenever possible to reciprocate substituting. Teacher substituting in the shared job shall be paid the District's regular substitute pay.

ARTICLE XXV – DURATION OF AGREEMENT

This contract will be in effect September 1, 2009 through August 31, 2011.

Dated this 27th day of August, 2009.

**JACKSON COUNTY EDUCATION
ASSOCIATION AND ITS AFFILIATE THE
HANOVER-HORTON TEACHERS ASSOCIATION**

**HANOVER-HORTON BOARD OF
EDUCATION**

for JCEA/MEA/NEA

for The District

for Hanover Horton EA

Melissa Sortman, UniServ Director
for Michigan Education Association

**Schedule A¹ – 2009–10 Salary Schedule
(1.5% Retroactive to 9/01/2009)**

STEP	BA	BA + 30/MA	BA+45/MA+15	BA+60/MA+30
1	38,192	39,062	39,929	40,625
2	39,929	40,799	41,669	42,431
3	41,669	43,407	44,277	45,143
4	43,407	46,003	46,870	47,841
5	45,147	48,609	49,481	50,552
6	47,063	51,218	52,084	53,276
7	49,649	53,828	54,691	56,014
8	52,258	56,416	57,290	58,672
9	54,865	58,761	60,766	62,290
10	58,327	63,371	64,242	65,907
11	61,938	66,966	67,837	69,644

Schedule A² – 2010–11 Salary Schedule (1.5%)

STEP	BA	BA + 30/MA	BA+45/MA+15	BA+60/MA+30
1	38,765	39,648	40,528	41,234
2	40,528	41,411	42,294	43,068
3	42,294	44,058	44,941	45,820
4	44,058	46,693	47,573	48,559
5	45,824	49,338	50,223	51,310
6	47,769	51,986	52,865	54,075
7	50,394	54,635	55,511	56,854
8	53,042	57,262	58,149	59,552
9	55,688	59,642	61,678	63,224
10	59,202	64,322	63,176	66,896
11	62,867	67,971	68,855	70,689

NOTE: National Board Certification Annual Stipend: \$2,500 first year upon completion of the NBCT certification process; \$2,000 each year thereafter.

**SCHEDULE B
HANOVER-HORTON SCHOOL DISTRICT**

The following percentages relate to the BA salary schedule for each year of the contract. Teachers will be allowed up to five (5) years credit on their current individual horizontal step of salary schedule. In the case of major sports (i.e., football, basketball, volleyball, baseball, and softball) transfer from one coaching level to another shall not be cause to reduce the experience level for that activity.

Baseball

Varsity	11%
J.V.	8%

Basketball

Varsity	15%
J.V.	10.5%
Freshman	8%
7th	6%
8th	6%

Cheerleading

Varsity FB	5%
Varsity BB	5%
JV FB	4%
JV BB	4%
7-8 Combined	3%

Equestrian Team 2.5%

Cross Country

7-8	5%
Combined Boys & Girls	11%

Football

Varsity	14%
Asst. Varsity	10%
J.V.	10%
Asst. J.V.	8%
7th	6%
8th	6%

Golf 6%

Softball

Varsity	11%
J.V.	8%

Track

Varsity	11%
Asst.	9%
7-8	5%

Volleyball

Varsity	14%
J.V.	10%
Freshman	8%
8th	6%
7th	6%

Wrestling

Varsity	12%
Asst. Varsity	8%

Games

Games Manager	4%
Asst. Games Manager	\$30 per event

Music Program

HS Band	12%
HS Chorus	2%
MS Band	4%
MS Chorus	2%
Elem. Fine Arts	1%
(Must do 2 school performances which combined, includes all grades.)	

Advisors

Senior	3.5%
Junior	3.5%
Sophomore	2%
Freshman	2%

Student Council

High School	5%
Jr. High	4%
Elementary	2%

School Improvement

Dept. Chairs (each)	2%
Textbook Adoption Year	3%
SI Committee Chairs (each)	6%
SI Sub Committee Chairs (each)	2%

Schedule B Other:

Academic Games	1.5%
Peer Listening	4%
Quiz Bowl/Busters	2%
National Honor Soc.	2%
Drama/per production	3%
High School Paper	6%

When part of class	3%
7-8 Paper	1%
when part of a journalism class	
High School Year Book	6%
part of class	3%
7-8 Yearbook	4%
Guidance Counselors	8%
Media Specialist	8%
Master Teacher	\$3,000.00/Year
Summer School Coord.	\$2,400
Title I Director	\$1,500
Gifted/Talented Coord.	\$1,000
Night Lights Coord. (2)	\$1,200 per
Session (8-week program) pro-rated	
for less	

1. The Board of Education reserves the right to cancel any of the above additional service programs.
2. New clubs or programs initiated by the Board will be paid at a rate which is mutually agreeable to the Board and Association.
3. Employees who perform additional Schedule B services shall be given credit for their years of experience when they move from one program to another, provided said program is related. For example, from boys' track to girls' track.
4. Drivers' Education will be paid at .000674% times B.A. base salary.
5. Teachers and counselors providing additional services outside of their normal workday and work year shall be compensated at the following hourly rate: 2009-2010 - \$27.37; and 2010-2011 - \$27.79. The hourly rate for such services shall increase annually at the same rate as the first step of the BA lane of the salary schedule.
6. If more than one (1) person shares an assignment, the stipend shall be split between the individuals.
7. The Assistant Games Manager is not a posted position. An Assistant Games Manager will be assigned on an event-by-event basis.
8. Individuals who are currently in the same Schedule B position in 2009-2010 as they were in 2008-2009 season shall receive the amount they would receive per Schedule B or the amount they received in 2008-2009, whichever is greater, so long as they remain in the position on a continuous basis.
9. For the 2009-2010 school year Schedule B positions shall be increased by 1.5% from the 2008-2009 rate.

APPENDIX A
Notification for Individual Business Leave

To be submitted to the Principal

I, _____, affirm that I am requesting personal business leave for:

Date: _____

Full Day _____; Half Day _____; a.m. _____; p.m. _____;

This request for leave must be filed five (5) school days in advance of the date on which the personal business day is to be used (this means five [5] school days after it reaches the Superintendent's office). Emergency requests will be given consideration and, if approved, will be granted as soon as possible.

It is expressly understood that a business day CANNOT be used for securing employment elsewhere, participating in an Association related activity or a recreational activity.

I understand that a violation or misapplication of the use of a personal business day may constitute cause for discipline.

Signature of Teacher

Signature of Principal

Please forward this form directly to the Superintendent's office.

APPENDIX B – 2009–10 CALENDAR

M	T	W	TH	F	Pupil Days	Staff Days	M	T	W	TH	F	Pupil Days	Staff Days
August 2009							January 2010						
24	25	26	27	28	0	0	25	26	27	28	29	5	5
[31]					0	1							
September 2009							February 2010						
	[1]	[2]	3	4	0	2	1	2	3	4	5	5	5
7	8>	9	10	11	4	4	8	9	10	11	12	4	4
14	15	16	17	18	5	5	15	16	17	18	19	4	4
21	22	23	24	25	5	5	22	23	24	25	26	5	5
28	29	30			3	3							
October 2009							March 2010						
			1	2	2	2	1	{2}	3	{4}	{5}	5	5
5	6	7	8	9	5	5	8	[9]^	10	11	12+	4	5
12	13	14	15	16	5	5	15	16	17	18	19	5	5
19	20	21	22	23	5	5	22	23	24	25	26	5	5
26	27	28	29	30	5	5	29	30	31			3	3
							<i>{See Conference Details Below}</i>						
November 2009							April 2010						
[2]	3	4	5	6*	4	5				1	2	1	1
9	10	11	12	13	5	5	5	6	7	8	9	0	0
16	17	{18}	{19}	{20}>	5	5	12	13	14	15	16	5	5
23	24	25~	26	27	3	3	19	20	21	22	23	5	5
30					1	1	26	27	28	29	30	5	5
							<i>{See Conference Details Below}</i>						
December 2009							May 2010						
	1	2	3	4	4	4	3	4	5	6	7	5	5
7	8	9	10	11	5	5	10	11	12	13	14	5	5
14	15	16	17	18	5	5	17	18	19	20	21	5	5
21	22	23	24	25	0	0	24	25	26	27	28	5	5
28	29	30	31		0	0	31					0	0
January 2010							June 2010						
				1	0	0		1	2	3	4	4	4
4	5	6	7	8	5	5	7	8	9	10	11	5	5
11	12	13	14	15	5	5	14	15	16>	17	18	3	3
[18]	19	20	21	22*	4	5	21	22	23	24	25		
Total Days for 1st Half of Year					85	90	Total Days for 2nd Half of Year					93	94
							Total for Whole Year					178	184
[] = Staff Only							* = 9 Weeks						
{ } = Conference Days							# = 1 st Semester Records Day						
11/18 Full day school – Conf. Elem only 4-7:30 pm							> = Half day Students am, Staff full day						
11/19 Full day school – Conf. MS/HS 3:30-7:00 pm							+ = No School for Juniors Only						
11/20 Half day school all students – Conferences: Elem: 1-4:00 pm MS/HS 12:30-3:30 pm							^ = MME Test – Juniors Only report						
3/02 Full day school – Conf. MS/HS 3:30-7:00 pm							~ = Half day – Students & Staff						
3/04 Full day school – Conf. Elem only 4-7:30 pm							ABC NIGHT , Aug. 31, 2009, 5-7:00 pm						
3/05 Half day school – Elem only (MS/HS Full day) Conf. Elem only 1-4:00 pm							Freshman/parent orientation, Aug. 31, 2009 Middle School Orientation, Sept. 1, 2009, 6-8:30 pm						

LEVEL III – Superintendent’s Level

A. Date received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature

Date

C. Position of Grievant and/or Association: _____

Signature

Date

LEVEL IV – Grievance Resolution Council

A. Date Received by Council: _____

B. Date Council Met: _____

C. Disposition of Council: _____

For the Grievant:

I Accept/Reject the Council’s Recommendation

For the District:

I Accept/Reject the Council’s Recommendation

Signature

Date

Signature

Date

LEVEL V – Board Level

A. Date Submitted to Board: _____

B. Disposition of Board: _____

LEVEL VI - Arbitration

A. Date Submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

APPENDIX D LETTER OF UNDERSTANDING SAFETY COMMITTEE

The parties have a mutual interest in taking steps to improve school building security, including the supervision of students in the buildings before and after the regular school day.

The District's Safety Committee will meet as soon as practical to discuss and consider the buildings' security issue. The Committee shall complete its work, including any recommendations for new or revised Board policies, not later than December 1, 2001. The desired date for implementation of any new or revised policies shall be not later than the beginning of the second semester in January 2002.

The parties also agree that ad hoc building committees should be established to develop policies and procedures unique to each building. Building level policies may be implemented immediately provided they are not inconsistent with existing Board policies and procedures. The ad hoc building committees should also provide input to the District-wide Safety Committee.

The Safety Committee and ad hoc building committees may consider the attached interests and options developed by the bargaining teams.

Any recommendations of the Safety Committee and ad hoc building committees which involve contractual issues should be subject to agreement by the bargaining teams and if agreement is reached should be included in the Master Agreement or letter of agreement between the parties.

Options:

- Secure all doors except one (1) nearest office
- Re-key main complex
- Supervised room before and after school
- Sign in and out for parents and visitors
- Mandatory passes for parents and visitors
- Uniform system for all buildings
- Video cameras at entrances
- Fences
- Accurate records, e.g., custody, emergencies
- Security personnel
- Limit times when students can be in buildings
- Community groups must have building usage permit
- Pas card system (scan code)
- Limit hours for groups and individuals
- Phone in each classroom

APPENDIX E
NON-CONTRACTUAL

All Schedule Changes: The parties agree to consult and negotiate any changes in the Master Agreement required to implement school schedule changes, i.e., block schedules, trimester, etc.

TABLE OF CONTENTS

<p>ARTICLE I ----- 1</p> <p>RECOGNITION ----- 1</p> <p style="padding-left: 20px;">Bargaining Unit Defined ----- 1</p> <p style="padding-left: 20px;">Definitions ----- 1</p> <p style="padding-left: 40px;">Teacher ----- 1</p> <p style="padding-left: 20px;">Board ----- 1</p> <p style="padding-left: 20px;">Principal, Administrator or Administration ----- 2</p> <p style="padding-left: 20px;">Supervisor ----- 2</p> <p style="padding-left: 20px;">Long-Term Substitute ----- 2</p> <p style="padding-left: 20px;">Days ----- 2</p> <p>ARTICLE II ----- 2</p> <p>ASSOCIATION RIGHTS ----- 2</p> <p style="padding-left: 20px;">Statutory Rights ----- 2</p> <p style="padding-left: 20px;">Availability of Information Regarding School District ----- 2</p> <p style="padding-left: 20px;">Contract Administration ----- 3</p> <p style="padding-left: 20px;">Board Meetings ----- 3</p> <p style="padding-left: 20px;">Use of Facilities and Equipment ----- 3</p> <p style="padding-left: 20px;">Bulletin Board/Mail Boxes ----- 3</p> <p style="padding-left: 20px;">Special Conferences ----- 3</p> <p style="padding-left: 20px;">Association Awareness of Board Matters ----- 3</p> <p>ARTICLE III ----- 4</p> <p>TEACHER RIGHTS/RESPONSIBILITIES ----- 4</p> <p style="padding-left: 20px;">Freedom of Association ----- 4</p> <p style="padding-left: 20px;">Freedom from Discrimination ----- 4</p> <p style="padding-left: 20px;">Student Evaluation Forms ----- 4</p> <p style="padding-left: 20px;">Academic Freedom ----- 4</p> <p style="padding-left: 20px;">Notification of Compliance Officer ----- 4</p> <p>ARTICLE IV ----- 4</p> <p>DISTRICT RIGHTS ----- 4</p> <p style="padding-left: 20px;">Specific Board Rights ----- 4</p> <p style="padding-left: 20px;">Board Residual Management Rights ----- 5</p> <p>ARTICLE V ----- 5</p> <p>ASSOCIATION MEMBERSHIP & DUES DEDUCTION ----- 5</p> <p style="padding-left: 20px;">All Employees Shall Either ----- 5</p> <p style="padding-left: 20px;">Deduction Authorization ----- 5</p> <p style="padding-left: 20px;">Service Fee ----- 5</p> <p style="padding-left: 20px;">Indemnification of Board ----- 6</p> <p style="padding-left: 20px;">Professional Dues and Payroll Deductions ----- 6</p> <p style="padding-left: 20px;">Miscellaneous Payroll Deductions ----- 6</p> <p>ARTICLE VI ----- 7</p>	<p>TEACHING HOURS ----- 7</p> <p style="padding-left: 20px;">General Provisions ----- 7</p> <p style="padding-left: 40px;">Length of Day ----- 7</p> <p style="padding-left: 20px;">Elementary Teachers ----- 7</p> <p style="padding-left: 20px;">Middle School Teachers ----- 7</p> <p style="padding-left: 20px;">High School Teachers ----- 7</p> <p style="padding-left: 20px;">Remaining in Buildings ----- 7</p> <p style="padding-left: 20px;">Duty-Free Lunch ----- 7</p> <p style="padding-left: 20px;">Teachers on Duty ----- 7</p> <p style="padding-left: 20px;">Parent/Student Conferences ----- 7</p> <p style="padding-left: 20px;">Weekly Faculty Meetings ----- 8</p> <p style="padding-left: 20px;">Miscellaneous Programs ----- 8</p> <p style="padding-left: 20px;">Extra Curricular Activities ----- 8</p> <p style="padding-left: 20px;">Librarians and Counselors ----- 8</p> <p style="padding-left: 20px;">Shared Teachers ----- 8</p> <p style="padding-left: 20px;">Secondary School Provisions ----- 8</p> <p style="padding-left: 20px;">Elementary Provisions ----- 9</p> <p>ARTICLE VII ----- 9</p> <p>CLASS SIZE AND TEACHING CONDITIONS ----- 9</p> <p style="padding-left: 20px;">General Provisions: Pupil-Teacher Ratio ----- 9</p> <p style="padding-left: 20px;">Elementary Pupil-Teacher Ratio ----- 9</p> <p style="padding-left: 20px;">Secondary Pupil-Teacher Ratio ----- 10</p> <p style="padding-left: 20px;">Teaching Tools and Materials ----- 10</p> <p style="padding-left: 20px;">Teachers' Facilities ----- 10</p> <p style="padding-left: 20px;">Miscellaneous Benefits ----- 11</p> <p style="padding-left: 40px;">Lockable Drawer ----- 11</p> <p style="padding-left: 40px;">Mail Box ----- 11</p> <p style="padding-left: 40px;">Closet or Locker Space ----- 11</p> <p style="padding-left: 40px;">Chalkboard and Bulletin Board ----- 11</p> <p style="padding-left: 40px;">Text Books ----- 11</p> <p style="padding-left: 40px;">Dictionaries ----- 11</p> <p style="padding-left: 40px;">Seating ----- 11</p> <p style="padding-left: 40px;">Books and Materials ----- 11</p> <p style="padding-left: 40px;">Shelving ----- 11</p> <p style="padding-left: 40px;">Duplicating Facilities & Computer w/Printer ----- 11</p> <p style="padding-left: 40px;">Keys to Building ----- 11</p> <p style="padding-left: 40px;">Collection of Educational Materials ----- 11</p> <p style="padding-left: 40px;">Soft Drink Vending Machine ----- 11</p> <p style="padding-left: 40px;">E-mail ----- 12</p> <p style="padding-left: 20px;">Bus Supervision/Student "Accidents" ----- 12</p> <p style="padding-left: 20px;">Safety Responsibilities ----- 12</p> <p style="padding-left: 20px;">Teacher Responsibility for Materials, etc ----- 12</p> <p style="padding-left: 20px;">Teacher Responsibility for Students ----- 12</p> <p style="padding-left: 20px;">Teacher Records/Lesson Plans ----- 12</p> <p style="padding-left: 40px;">Student Progress Reports ----- 12</p> <p style="padding-left: 40px;">Lesson Plans ----- 12</p> <p style="padding-left: 20px;">Goals and Objectives ----- 12</p> <p style="padding-left: 20px;">Emergency Lesson Plans ----- 12</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Duty During Emergency	12
Dress Policy	13
Medically Fragile/Least Restrictive Environment	13
IEPT	13
On-Line Classes	14
ARTICLE VIII	15
SCHOOL IMPROVEMENT TEAM	15
Composition	15
Selection of Chairpersons/Duties	15
Responsibilities	15
Compensation	15
ARTICLE IX	15
TEACHER ASSIGNMENTS	15
Establishment of Duties and Assignments	15
Basis of Assignment	15
Notification of Teaching Assignments	16
Notification of Pending Resignation	16
Additional Assignments	16
Transfer Requests	16
Involuntary Transfer	17
Elementary Looping Assignments	17
ARTICLE X	17
MENTOR TEACHERS	17
Mentor Teacher Defined	17
Purpose of the Mentor Teacher	17
Assigned in Accordance	17
ARTICLE XI	18
VACANCIES	18
Definition, Advanced Notification and Posting	18
Definition	18
Advanced Notification	18
Posting	18
Application for a Vacancy	19
Filling of Vacancies	19
School Year Vacancies	19
ARTICLE XII	19
LEAVES OF ABSENCE	19
Paid Leaves	19
Professional Business	19
Individual Teacher Business	20
Other Deaths	20
Jury Duty	21
Legal Appearance	21
Sick Leave Accumulation	21

Sick Leave Use	22
Teacher's Illness/Disability	22
Death in the Immediate Family	22
Arranging for Medical/Nursing Care	22
Serious Illness in Immediate Family	22
Worker's Compensation Supplement	22
Sick Leave Payoff	22
Requirements for the Use of Sick Leave	23
No Limitation/Restriction Clause	23
Verification of Illness/Disability	23
Supplemental Sick Leave Benefits	23
Special Illness	24
Conditions for Granting Unpaid Leaves of Absence	24
Applying For	24
Beginning and Ending Dates	24
Abiding by Conditions	24
Benefits	24
Child Care	24
Military Leave	24
Professional Association Office	25
Temporary Illness or Disability Leave	25
Professional Improvement Leave	26
Association Delegate Leave	26
Public Office	26
Other Leaves	27
Return from Leaves	27
Short Term Leave	27
Long Term Leave	27
Notice of Return	27
Other Leave Provisions	27
Family and Medical Leave Act of 1993	27
ARTICLE XIII	28
TEACHER EVALUATION	28
General Statement	28
Evaluation of Classroom Teachers	28
Criteria	29
Notification of Probationary Teachers	29
Evaluation Conclusion	29
ARTICLE XIV	29
PROFESSIONAL BEHAVIOR	29
Personnel File	29
Rules and Regulations	30
Professional Standards	30
Discipline Representation	30
Just Cause Clause	30
ARTICLE XV	30
REDUCTION IN PERSONNEL	30
Notification of Staff Reduction	30
Seniority	31

Qualifications-----	31
Order for Layoff-----	32
Employment Contract-----	32
Recall-----	32
Notification of Pending Resignation-----	33
Miscellaneous-----	33
ARTICLE XVI-----	33
TEACHER PROTECTION/STUDENT DISCIPLINE-----	33
Teacher Protection-----	33
Reasonable Support and Assistance-----	33
Discipline Problems-----	33
Exclusion of a Pupil-----	33
Procedure for Suspension-----	34
Assault of a Teacher-----	34
Civil Action-----	34
Complaint by Student or Parent-----	34
Supervision of Student Teachers-----	34
Student Discipline-----	34
Clothing Reimbursement-----	34
ARTICLE XVII-----	35
CONTINUITY OF OPERATIONS-----	35
ARTICLE XVIII-----	35
NEGOTIATING PROCEDURE-----	35
Selection of Representatives-----	35
Ratification of Final Agreement-----	35
Mediation-----	35
Administration of Contract-----	35
ARTICLE XIX-----	36
GRIEVANCE PROCEDURE-----	36
Intent-----	36
Definitions-----	36
Grievance-----	36
Election of Remedies-----	36
Aggrieved Person-----	36
Teacher-----	36
Party of Interest-----	36
Days-----	36
Association Grievance-----	36
Purpose-----	36
Structure-----	36
Procedure-----	37
Level One – Informal Level-----	37
Level Two – Principal’s Level-----	37
Level Three – Superintendent’s Level-----	37
Level Four – Grievance Resolution Council-----	38
Level Five – Board Level-----	38
Level Six – Arbitration-----	38

Powers of the Arbitrator-----	39
Miscellaneous-----	39
ARTICLE XX-----	40
PROFESSIONAL COMPENSATION-----	40
School Calendar-----	40
Experience Credit-----	41
Method of Payment for Extra Duty-----	41
Annual Salary-----	41
Salary Payoff Upon Termination-----	41
Automobile Mileage Allowance-----	41
Master Teacher Program-----	41
ARTICLE XXI-----	43
INSURANCE PROTECTION-----	43
PLAN A-----	43
MESSA Choices II-----	43
MESSA Negotiated Long Term Disability-----	43
Delta Dental-----	43
MESSA Negotiated Life-----	43
PLAN B-----	43
MESSA Negotiated Long Term Disability-----	43
Delta Dental-----	44
MESSA Negotiated Life-----	44
Vision-----	44
Cash in Lieu of Option-----	44
General Provisions-----	44
Stop Gap Loss for 10/20 Prescription Drug Card-----	44
ARTICLE XXII-----	45
MISCELLANEOUS PROVISIONS-----	45
Individual Employment Contracts-----	45
Past Practices Clause-----	45
Savings Clause-----	45
Physical/Mental Health Examinations-----	45
Rules/Standards-----	45
Alcohol and Drug Abuse-----	45
School Improvement-----	46
ARTICLE XXIII-----	46
PUBLIC SCHOOL ACADEMIES, ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT-----	46

ARTICLE XXIV ----- 47

JOB SHARING ----- 47

 Letter of Intent ----- 47

 Job Sharing Requests ----- 47

 Pro-Rata Salary ----- 47

 Participants Shall Complete ----- 47

 Schedule of Work Times ----- 47

 Description of Responsibilities ----- 47

 Description of Communications ----- 47

 One Year Commitment ----- 47

 Approve of Schedules and Descriptions ----- 47

 Assignment and/or Reassignment ----- 47

 Seniority ----- 47

 Benefits ----- 47

 Substituting ----- 48

ARTICLE XXV ----- 49

DURATION OF AGREEMENT ----- 49

SCHEDULE A1 ----- 50

SALARY RATE FOR 2009-2010 ----- 50

SCHEDULE A2 ----- 50

2010-11 Salary Schedule ----- 50

SCHEDULE B ----- 51

Supplemental ----- 51

APPENDIX A ----- 53

Individual Business Leave ----- 53

APPENDIX B ----- 54

2009-10 CALENDAR ----- 54

APPENDIX C ----- 55

GRIEVANCE REPORT FORM ----- 55

APPENDIX D ----- 58

LETTER OF UNDERSTANDING ----- 58

 SAFETY COMMITTEE ----- 58

APPENDIX E ----- 59

NON-CONTRACTUAL ----- 59