

MASTER AGREEMENT

BETWEEN THE

BOARD OF EDUCATION
HARTLAND CONSOLIDATED
SCHOOLS

AND THE

HARTLAND EDUCATION
ASSOCIATION MEA/NEA

2010 - 2013

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PURPOSE

This Agreement is entered into this 1st day of September, 2010, by and between the Board of Education of the Hartland Consolidated School District, Hartland, Michigan, hereinafter referred to as the "Board", and Hartland Education Association, MEA/NEA, hereinafter referred to as the "Association", which shall designate the Hartland Education Association, MEA/NEA, solely in its representative capacity on behalf of the personnel in the bargaining unit recognized by the Board in Article I of this Agreement.

WHEREAS both parties recognize that the members of the teaching profession are qualified to assist in formulating policies and programs designed to improve educational standards;

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

The Board and the Association do hereby set forth understandings that are confirmed in this Agreement.

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining agent as defined in Section 11 of the Michigan Public Employment Relations Act, Act 336, Public Acts of 1947 as amended, for all counselors and its personnel certified by the State of Michigan Department of Education, whether under contract, on leave, or layoff, employed by the Board or upon employment by the Board which shall include teachers initially hired as substitutes who are employed in an assignment to the same position for 90 days of work, but excluding all other per diem substitutes, administrators and any other personnel who may incidentally hold a teaching certificate but for which a certificate is not required in their position.
- B. The terms "teacher" or "employee", singular or plural, when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit as defined above, and references to one gender shall include the other gender.
- C. The Board agrees not to negotiate with any teaching organization other than the Association for the duration of this Agreement unless required by law.
- D. All courses in the K-12 instructional program, except for courses offered in conjunction with college or university programs or adult education shall be taught by bargaining unit personnel. Nothing in this Agreement shall be construed to prohibit the use of volunteers in conjunction with teachers as additional resources and enrichment to instruction provided to students or to teach one additional class section in the school district provided that the use of volunteers in these capacities does not cause any teacher in the bargaining unit to be displaced, prevent any teacher from being recalled or preclude any teacher from assignment to a full-time teaching position. When the volunteer is used in conjunction with a teacher, the teacher shall be responsible for maintaining classroom discipline and directing the flow of instruction consistent with full utilization of the volunteer's expertise. When the volunteer teaches a class independently, the volunteer must meet the minimum certification and qualification standards applicable to bargaining unit personnel.

ARTICLE II - RIGHTS OF THE BOARD

- A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves onto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and the laws of the state, the Constitution of the State of Michigan, and/or the United States. Such rights, duties, etc. shall include, by way of illustration and not by way of limitation, the right to:
 - 1. Hire and contract with such duly qualified teachers as may be required.

2. The general care and custody of the schools and property of the district, and make and enforce suitable rules and regulations for the general management of the schools and the preservation of the property of the district.
 3. Establish and carry on such grades, schools, and departments as it shall deem necessary or desirable for the maintenance and improvement of the schools.
 4. To make reasonable rules and regulations relative to anything whatever necessary for the proper establishment, maintenance, management and carrying on of the public schools of the Hartland Consolidated School District.
 5. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods and processes of carrying on the work.
- B. In meeting such responsibilities the Board acts through its administrative staff. Such responsibilities include without being limited to the establishment of educational policies, the construction, acquisition, and maintenance of school buildings and equipment, the evaluation, discipline, promotion, and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of their managerial rights and authority.
- C. The Association recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be limited only by the specified and express terms of this Agreement and then only to the extent that such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE III - ASSOCIATION & TEACHER RIGHTS

- A. Insofar as provided by the Michigan Public Employment Relations Act, the Board hereby agrees 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 negotiation and other lawful activities for mutual aid and protection. The Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher of any rights conferred by the laws of Michigan, Michigan General School Laws and the Constitution of the United States; that it shall not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership or his participation in any activities of the Association.

- B. Teachers shall have the right to wear an insignia pin, or other identification of membership in the Association at any time.
- C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official business on school property at any time that does not interfere with or interrupt normal school operations. Officials of the Association may leave their building and school property to transact official Association business during the time provided for in their preparation/conference or lunch period. Only one (1) official, exclusive of the President, may be absent from a building at a time. Such official must notify his building principal's office prior to leaving the building. Upon returning, said official will state the general nature of the business. It is provided further that the transaction of Association business shall not interfere with or interrupt normal school operations or the primary purposes of the preparation/conference period. Any authorized representatives or officials of the Association entering a school building to transact official Association business must notify the building principal's office.
- D. The Association shall have the right to use school facilities and equipment within the school buildings. Such equipment and facilities including, but not limited to, typewriters, mimeographing machines and all types of audio-visual equipment, must be used at times when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use and/or shall pay for any necessary repairs and maintenance required as a result of such use. The Association shall keep an accurate record of all materials used and submit it to the business office for billing. Notice shall be provided to the principals' office when audio-visual equipment or mass reproduction equipment is to be used.
- E. Designated bulletin board space shall be made available to the Association in each building in which regular classes are held. The Association may use the district mail service, district email accounts and server, and teacher mailboxes for communications to teachers.
- F. The Board agrees to make available to the Association in response to requests, all available information concerning the financial resources of the district, including but not limited to: Annual financial reports and audits, tentative budgetary requirements and allocations (including county allocation board budgets), treasurer's reports, census and membership data; agendas and minutes of all Board meetings; register of certificated personnel; names and addresses of all teachers; and any available information needed for processing of grievances, other than case arguments and preparation(s) of the parties. The Board may assess the charge permitted by the Freedom of Information Act for reproduction and clerical costs.
- G. The Association also agrees to share non-confidential published information about public schools that they receive from the State and National Association that the Board feels would be beneficial to the Hartland Consolidated Schools.

- H. The Board agrees to share information upon request from the Association on any new or modified fiscal, budgetary or tax programs, or major revisions of educational policy, which are proposed or under consideration for the district, and the Association shall be given opportunity to consult with the Board with respect to said matters.
- I. Any teachers who serve as representatives for American Education Week, or the Gifted and Talented Program shall be elected by the teachers through a secret ballot election conducted jointly by the Association and the administration, with nominations made by all parties involved.
- J. The Association's designated representative shall be provided with a packet of copies of all documents, not exempt from disclosure by the Michigan Freedom of Information Act, which are given to Board members prior to Board meetings. This packet shall be made available at the Board offices no later than the day the information is sent to Board members. Any such documents that are presented to the Board prior to the meeting which were not sent in the Board packet shall be made available to the Association's designated representative at the time they are presented to the Board.

ARTICLE IV - PROFESSIONAL DUES, FEES & PAYROLL DEDUCTIONS

- A. Any bargaining unit member who is not a member of the Association/Union in good standing or who does not make application for membership within 30 days from the first day of active employment shall, as a condition of employment, pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy, provided however, that the bargaining unit member may authorize payroll deduction for such fee in the same manner as provided elsewhere in this Article (Paragraph I below). In the event that a bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, as herein provided, the Employer shall, at the request of the Association, terminate the employment of such bargaining unit member. The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.
- B. Pursuant to Chicago Teachers' Union vs. Hudson, 106 S. Ct. 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, apply only to non-union bargaining unit members. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

- C. The Association in all cases of discharge for violation of this Article shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Employer in the event compliance is not effected. If the bargaining unit member in question denies that he has failed to pay the service fee, then he may request, and shall receive, a hearing before the Employer limited to the question of whether he has failed to pay the service fee.
- D. With respect to all sums deducted by the Employer pursuant to authorization of the employee, whether for the Professional Dues or Representation Benefit Fee, the Employer agrees promptly to disburse said sums upon direction of the Association.
- E. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.
- F. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member no later than the next payroll date after all required documents are submitted and verified and make appropriate remittance for MEFSA's MEA-sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance, etc.), MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and Employer, to a maximum of five (5) deductions per pay beyond the standard deductions, provided that once such deduction is authorized it shall be subject to change only at the beginning of each subsequent semester except those deductions required because of a loan through the credit union shall be accommodated. An employee for a tax-sheltered annuity shall use only one such deduction.
- G. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated 30 days following the Association's notification to non-members of the fee for that given school year.
- H. The Association agrees to indemnify and save the Board, and including each individual school Board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with the discharge procedures of this Article, subject however, to the following conditions:

The damages have not resulted from the gross negligence, misfeasance, or malfeasance of the Board or its agents.

The Association, after consideration with the Board, has the right to decide whether to defend any said action, or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.

The Association has the right to choose the legal counsel to defend any said suit or action.

The Association shall have the right to compromise or settle any claim made against the Board under this section.

- I. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedure. Pursuant to such authorization, the Employer shall deduct one-twentieth (1/20) of such dues, assessments and contributions from the regular bi-weekly salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year, not to exceed 20 deductions. Any teacher who shall not perform services for any entire month of the school year shall have his dues reduced by one-tenth (1/10) of the yearly dues for each entire month he did not work, except where the failure to perform services during the month was the result of the teacher taking paid leave provided for in this Agreement.

ARTICLE V - TEACHING HOURS & CLASS LOADS

- A. Teachers shall not be required to be in their assigned school building(s) prior to 7:00 a.m. or for more than seven (7) continuous hours each day, exclusive of staff meetings, allocated in the following manner: Teachers shall be entitled to a duty-free lunch period of no less than 30 minutes. Teachers shall be provided not less than 55 minutes as preparation/conference time. Preparation/conference time for teachers shall be in one continuous block of time. In the event the 55-minute conference/planning time must be divided for elementary teachers, one of the following two options shall be employed. The conference/planning time for elementary teachers will be a minimum of 65 minutes divided in two blocks, neither of which is less than 25 minutes in length. If elementary teachers must teach for part of their conference/planning time, they will be paid according to Article 26-E at the appropriate pro-ration based on minutes out of the 55 minute conference period time taught.

Teachers may opt for flexible starting and ending times. Teachers who choose this option may divide the 55 minutes preparation/conference times into blocks before school, and/or after school. Each teacher must submit his schedule to the building principal. When staff meetings or IEP meetings are held, the building principal will establish the start and end times for teachers involved.

Use of preparation/conference time shall be at the discretion of the teacher except that, (1) the teacher will remain in the school building, (2) the teacher shall hold conferences with parents upon request, (3) the teacher shall engage in planning activities with other teachers and administrators upon request by the building administrator or, (4) the teacher shall attend staff meetings pursuant to the provisions of Article IX - Teaching Conditions.

The student instructional day shall be determined based on the number of hours of teacher/student contact on a yearly basis. The total yearly number of hours of teacher/student contact shall be capped at 1098 hours minus the number of professional development hours counted as instruction time.

Exclusive of preparation/conference time, and duty free lunch, up to 20 minutes out of the teacher day may be designated as duty time during which the teacher may be assigned to monitor student behavior in the buildings.

- B. Teachers shall not be required to supervise playground activities or lunchrooms. Teachers may elect to supervise student lunchrooms during student lunch times as part of their duty time assignment. Such an assignment will require the approval of the building principal. When teachers do elect such an assignment, their preparation/conference time shall be in one continuous block of 55 minutes.
- C. Secondary teachers shall not be assigned more than four (4) course preparations during a school day, unless the teacher agrees to accept more.

- D. 1. By the official Fall Count Day or September 30 of each school year, whichever is earlier, a ratio of 28 or less pupils per regular classroom teacher, exclusive of pre-kindergarten, kindergarten, and junior first grade shall be effectuated in each elementary school. Teachers at the pre-kindergarten, kindergarten, and junior first grade shall not be assigned more than 25 pupils per class. All other regular classroom teachers at the elementary level shall not be assigned more than 30 pupils per class except that teachers of elementary combination classes shall not be assigned more than 25 pupils per class. These class size conditions shall be effectuated no later than the fifth day of school for students. If said conditions are not met by the fifth day of school for students, or additional students make it necessary to exceed these levels, a teacher will be provided with the services of a paraprofessional aide for the time the teacher is assigned to provide instruction to a class that exceeds the above standards for a period of five consecutive school days. No regular elementary class shall exceed 33 pupils, nor pre-kindergarten, kindergarten, junior first grade or combination class shall exceed 30 pupils except as exempted by the mutual agreement between the teacher, the employer and the Association. No more than four (4) combination classes shall be created in any one building. A fifth combination may be created by mutual consent of the employer and the Association.
2. Teachers at the secondary level shall not be assigned more than 155 pupils to evaluate per semester. Teachers with fewer than five classes shall not be assigned more than an average of 31 students per class. Teachers of physical education, instrumental music, and vocal music are exempted from this total. For teachers of such classes, each section of such class shall count as 30 pupils to be deducted from the 155 pupil maximum. Physical education classes shall not exceed 45 pupils per class per teacher. Teachers of classes for which the Board receives special state or federal funding by maintaining class sizes lower than 30 pupils shall have 30 pupils deducted from the 155 pupil maximum for each such class. Except as exempted above or by mutual agreement between the teacher, the employer, and the Association, no secondary section may exceed 35 pupils. These conditions shall be effectuated no later than the fifteenth day of school for students. If said conditions are not met by the fifteenth day of school for students, the district shall pay teachers whose class sizes are out of compliance at a rate of \$10 for each student over contractual limits per day that they are out of compliance.
3. Recognizing that lower class size positively impacts education, the parties agree to the following initial target numbers for maximum class size:

JK and J1	15 (+1)
K	22
1 - 2	24
3 - 4	26
5 - 6	28
Secondary	30

Both parties understand that available funds and classroom space need to be considered before these maximums can be implemented. Both parties agree that these maximums will be a consideration for funding and classroom space in the future. The parties agree to meet each year in December to determine the attainability of the target numbers for the following year.

- E. School counselors and librarians shall be notified four (4) weeks prior to the end of the school year if they are to be employed one (1) week immediately following the close of the current school year and one (1) week immediately prior to the beginning of the next school year. If the workload necessitates for these and other programs, the individuals involved may mutually agree upon additional weeks.
- F. Counselors shall be subject to assignment of additional duties of administrative assistance, excluding punitive disciplinary actions against students and evaluation of teachers, during the normal school day at the direction of the administrator.
- G. Teachers of elementary combination classes shall be consulted by their administrator to address and clarify planning and preparation requirements and necessary deviations from the curriculum taught in single grade level classes. Exclusive of the areas of reading and mathematics, teachers of combination classes shall not be responsible for a set of instructional objectives that is greater than those for teachers of single grade classes.
- H. Departures from the present practice of five (5) period days at the Middle School and Hartland High School will not be implemented under the provisions of this Article prior to the first semester of the 1982-83 school year except as approved by the Curriculum Coordinating Council. Any proposals to implement future schedule changes will be subject to study by the Curriculum Coordinating Council.
- I. Teachers who are required to provide lessons for students who are not able to be in their classroom for more than fifty percent (50%) of any semester will be given one comp day or one hundred dollars (\$100.00).

ARTICLE VI - PARAPROFESSIONAL TEACHER AIDES

- A. A paraprofessional teacher aide shall be supervised by the teacher to whom he is assigned, and the teacher shall have authority to direct the activities of the paraprofessional teacher aide. Using the paraprofessional teacher aide's performance responsibilities as listed in the paraprofessional teacher aide's job description as a guide, the teacher shall submit evaluative information to the administrator who shall write the formal evaluation of that paraprofessional teacher aide.
- B. Teachers who are assigned paraprofessional teacher aides shall retain primary responsibility for diagnosing special student needs, prescribing and designing individual lessons, and evaluation of the results of instruction. Paraprofessional teacher aides shall be limited to supportive instructional activities as assigned and supervised by the teacher.

ARTICLE VII - SPECIAL STUDENT PROGRAMS

- A. The parties recognize that children having special physical, mental and emotional needs may require specialized classroom experience, and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. It shall be the responsibility of the teacher to report to the principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The principal at the request of the teacher will report progress of the case.
- B. Teachers who are requested to attend an IEPC meeting which is scheduled during the school day shall be given release time. When teachers attend an IEPC outside of the normal seven (7) hour day, it shall be counted as one (1) of the four (4) staff meetings per month pursuant to Article IX - Teaching Conditions up to a maximum of three (3).
- C. To promote the equitable distribution of responsibility for mainstreamed or highly capable pupils among teachers, when more than one classroom placement may be available to accommodate the pupil's schedule, a pupil who has been certified through an IEPC or highly capable identifying tool as requiring services will be placed in the classroom which is least impacted by the pupil. Placement of these pupils shall be determined by a placement committee of the teachers affected by the need for placement of the pupil and the special education teacher involved, if applicable, called by the building principal. Placements for the fall of a school year shall be determined the preceding spring for continuously identified pupils. A placement committee shall make placements as the need arises to place pupils during the school year. If the placement committee does not make a placement, the building administrator may determine the placement. The decision arrived at following the provisions of this paragraph are not subject to the grievance procedure set forth in this Agreement.
- D. Special education teachers shall be responsible to only one (1) immediate supervisor.

ARTICLE VIII - CURRICULUM DEVELOPMENT

- A. The parties agree to maintain a Curriculum Coordinating Council (CCC) to study and evaluate curriculum development and change, and any other such studies as directed by the Board. The Council shall make recommendations as deemed appropriate. The Board retains all authority and discretion, without limitation, to determine the curriculum of the school district.

- B. The CCC shall include all building principals and the high school assistant principal, the department chairpersons and/or representatives, and two parents from the community, one appointed by the Board and the other by the Association. The Board and the Association shall assure the continuity of parent participation by re-appointment of their parent representatives as necessary. The Superintendent or his designee shall be Chairperson of the CCC. All appointments shall be for one (1) school year, but nothing shall prevent individuals from serving for more than one consecutive year on the CCC.
- C. Department chairpersons shall be appointed for each of the following: Elementary and Secondary Language Arts, K12 Reading, Elementary and Secondary Social Studies, Elementary and Secondary Science, Elementary and Secondary Mathematics, K12 Fine Arts, K12 Career/Vocational Education, K12 Physical Education/Health, K12 Special Education, K12 Media Specialist, Early Childhood, and Gifted and Talented.

Additional departments and/or observers may be added by agreement between the Association and the Board. The Department Chairpersons shall be selected from among the membership of the department or shall be selected from among the membership of the department or building in which they teach. Department Chairpersons' positions will be posted by May 15 and selected prior to June 1 of the school year.

Each Department Chairperson shall have the right to input to the administrator charged with developing and administering the budget in their area. Department Chairpersons shall not be responsible for evaluating teachers. Department Chairpersons may be required to attend meetings outside the normal school day and school year. Department Chairpersons may be required to assist in administrative tasks relating to their department.

- D. The CCC shall have at its disposal release time for the purpose of conducting curriculum development and evaluation and other activities related to its purpose. Use of release time shall be at the discretion of the Superintendent. Any charge given to the CCC to take action must include the release time necessary to carry out that charge. Discussion regarding the release time necessary shall take place between the respective department chairperson/representative and the Superintendent prior to the decision.
- E. The CCC shall meet at least eight (8) times during the school year, all of which may occur outside of the regular teacher day.
- F. All members of the CCC shall have equal voting rights. Meetings of the CCC will be run according to the most recent edition of Robert's Rules of Order. A copy of the minutes kept of each CCC meeting and copies of all minutes kept by various task forces will be transmitted to the Secretary of the Association and the Secretary of the Board.

- G. The CCC shall consider all proposals made by task forces and no such proposal shall be presented to the Board without the approval of the CCC. Approval shall mean by majority vote of members being present, a quorum being necessary for action (including the Department Chairpersons/representatives from the area in which a proposal is being considered). Final recommendations made by the CCC shall be submitted to the Board through the Superintendent. The CCC prior to presentation to the Board shall review all proposals for curriculum evaluation or revisions initiated by the administration. The CCC may make any recommendation regarding these administrative proposals prior to Board action. The CCC may consider and make recommendations upon any proposals for curriculum evaluation or revisions made to the Board from any other source. Any teacher or group of teachers may submit written proposals for curriculum development to the CCC or to any appropriate committee for consideration.
- H. Department Chairpersons shall receive compensation for their work in district-wide curriculum development as specified in Appendix B-III.
- I. Department Chairpersons shall make a priority commitment of time and effort, outside the regular teacher workday, necessary to accomplish the duties of that position. The conference/preparation period of the Department Chairperson may be used to conduct department business. Department Chairpersons may be requested to assist administrators in the development of outlines of course content and instructional goals where necessary.
- J. Department Chairpersons shall be provided a designated work area for curriculum development. The area shall contain file cabinets for storage of work materials.
- K. Teachers shall not be required to work on curriculum development or evaluation unless such work is approved by the CCC and release time provided. Nothing in this article, however, shall prohibit or restrict teachers from doing such work on a voluntary basis.
- L. Each school year, the CCC shall have a fund equal to BA step 1 of schedule A for that contract year for discretionary expenditures in the area(s) of curriculum study, task force work, instructional program improvements and/or staff development. One-sixth of this fund shall be at the discretion of the Assistant Superintendent for Curriculum and Student Instruction for the purpose of curriculum study and task force work by teachers. One-sixth of this fund shall be divided among mentor teachers.
- M. Any changes in school district curriculum documents, assessment, or reporting dates shall be reported to teachers by the Assistant Superintendent for Curriculum and Instruction prior to September 1 of the school year in which the changes are to be implemented. If changes occur during the school year, no assessment data will be required for at least (30) instructional days after teachers are notified of such changes.

ARTICLE IX - TEACHING CONDITIONS

- A. The parties recognize that optimum school facilities within the financial constraints for both student and teacher are desirable to ensure the high quality of education that is the goal of both the Association and the Board. The parties acknowledge that the primary responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end. Both parties recognize that in order to be an effective teacher, one must accept the responsibility of management and control in the classroom as well as in the total school program. It is realized by both parties that the effective management of the school requires the involvement and cooperation of each staff member.
- B. The Board of Education agrees to keep the schools equipped and maintained. The staff and building administrator will meet periodically for the purpose of discussing the selection, use, and acquisition of educational tools.
- C. All classroom teachers must provide lesson plans that contain general plans for a week in advance. A copy of such plans must be on file in the principal's office.
- D. No teacher shall be required to attend more than four (4) staff meetings per school month. An agenda shall be provided to the staff on the school day prior to such meetings. In the event no agenda is provided, it is assumed that no regular meeting is to be held. All meetings shall be contiguous with the normal teacher workday and shall be no longer than one (1) hour in length. Emergency meetings may be called at any time without the need for a published agenda to address urgent items which must be communicated directly to the staff and which cannot be adequately dealt with by memo. Emergency meetings will count as one (1) of the four (4) monthly meetings unless they occur after the fourth regular meeting, in which case they shall not be counted.
- E. Times and locations of all meetings shall be mutually determined by administrators and building representatives.
- F. Teachers shall either be excused from normal duty time assignments or provided with time during staff meetings to complete tasks related to the collection and summarization of detailed information requested by the administrators. When teachers are directed to assist with the initiation and maintenance of CA 60's (pupil records) they shall either be excused from normal duty time assignments, provided with time during staff meetings, or utilize no more than one (1) hour of time during Teacher Records day to complete such responsibilities. Teachers shall not be required to file report cards in the CA 60 file, attach student pictures to the CA 60 file, record the year-end attendance in the CA 60 file or write their names on the folder or yellow insert of the CA 60 file.
- G. The Board shall make available on each school site, adequate lunchroom, adequate rest room and adequate lavatory facilities for teacher use. Provision for such facilities shall be made in all future buildings.

- H. Telephone facilities shall be made available to teachers for their use in the teachers' lounge.
- I. Adequate paved and lighted parking facilities shall be provided and maintained and identified for employee use during regular school hours.
- J. Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks that endanger their health, safety, or well-being. The parties agree that cleanliness of the buildings and facilities are essential to quality education and the health of the students and employees. A Health and Safety Committee shall be formed comprised of at least one HEA-appointed member from each building. The Committee shall be charged with development of a process for reporting unclean or unsafe conditions and incidents in buildings, and a system for monitoring follow up and resolution of such reports, which shall include regular meetings of the Committee to monitor ongoing progress. An initial meeting of the committee shall be convened by administration no later than October 1, 2010.
- K. The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of telephone number (s) they are to call to report pending absences. Teachers are to report the pending absence as early as possible. A teacher shall be required to report a pending absence no later than 60 minutes prior to his normal starting time. Teachers shall not be responsible for arranging for substitute teachers, but may do so voluntarily with the permission of the building administrator.
- L. In the event the predominant temperature in the area of a classroom where the students and teachers are located for instructional activities falls below 65 degrees, the administration will promptly make an effort to have the temperature restored. In the event the temperature cannot be restored to at least 65 degrees by the beginning of the next school day, the administration will make an effort to relocate the class to an alternative place in the building suitable for conducting the class if one is available.
- M. Whenever Alternative Education teachers are required to supervise in-school suspension students in addition to their duties in the Alternative Education Program, a full-time aide will be assigned to the program.
- N. Beginning in the 2008-09 school year, the District shall allocate a sum of \$1,750 to each building in which general education classroom teachers are required to administer one-on-one assessments to all students they are required to evaluate. The funds shall be allocated in a manner agreed upon by a committee of the affected teachers and the building principal to provide instructional time coverage in the classroom while the teacher administers the assessments.

- O. Teachers shall not be required to administer medications to students on a regular basis. In the case of an emergency or under special circumstances, teachers may be required to administer medications if proper procedures are in place and the teacher has been appropriately trained. Proper procedures include compliance with applicable laws as well as school district policies and protocol. Training shall be provided by a qualified medical professional, the school nurse, or other qualified individual, in a setting and time frame appropriate to the degree of difficulty and level of skills required to effectively administer the medication in question. In addition to training, complete written directions shall also be provided to any teacher trained to administer medication. In the event a teacher feels s/he has not been appropriately trained or that proper procedures are not in place, the teacher shall report such concern to the immediate supervisor who shall take appropriate measures as determined by the supervisor as soon as reasonably possible to address the concerns. Teachers who are required to administer medications shall do so in the presence of another trained adult or adult witness if no trained adult is available. Medications such as narcotics shall be administered only in compliance with all laws governing such administration.

When a teacher becomes aware of and has concerns regarding the administration of medication to any student who will be participating in a planned field trip, the teacher shall bring the concerns to the attention of the immediate supervisor. The supervisor will consider the concerns brought forward by the teacher and make a decision regarding the provision of appropriate support, if any, during the field trip.

ARTICLE X - PROFESSIONAL QUALIFICATIONS & ASSIGNMENTS

- A. No teacher shall be employed with less than a Bachelor's Degree and a valid teaching certificate, except in cases of absolute necessity. The Association shall be notified in each instance.
- B. Teachers shall only be assigned within the scope of their teaching certificates and within the parameters of state and national mandatory standards for qualified status if required for their position.
- C. All teachers shall be given written notice of their schedules for the forthcoming year no later than the 20th day of August prior to the opening of school. In the event that changes in such schedules are proposed, all teachers affected will be notified promptly and consulted by the administration. No changes in teachers' schedules will be made later than the 20th day of August preceding the commencement of the school year, unless an emergency situation requires same, or it becomes necessary to comply with Article V and/or Article XII. The Association shall immediately be so notified in each instance.

- D. Any assignments in addition to the normal teaching schedule during the regular school year, including community education courses, driver education, extra duties enumerated in Appendix B, and any summer programs that the Board of Education sponsors shall not be obligatory but shall be with the consent of the teacher. Available assignments shall be posted for a period of two (2) weeks prior to being assigned. Primary consideration will be given to qualified employees of the district who apply for any such programs sponsored by the Board.
- E. The duties or responsibilities of any position represented by the Association shall not be substantially altered or increased without prior negotiation. Positions represented by the Association shall not be contracted outside the bargaining unit without prior notification to and discussion with the Association.
- F. Student teachers shall be assigned to tenure teachers on a voluntary basis only. Teachers who agree to serve as supervisors of student teachers may accept honoraria or stipends directly from the college/university for extra services rendered. The Association shall be notified immediately of any request for student teacher placement.
- G. In the event a building is to be closed or a grade level is to be removed from a building and placed in another, the affected positions shall not be considered vacated. The teachers holding the affected positions shall move with them to the other building(s). The provisions of this section shall be effected prior to the implementation of provisions of Article XII and/or the provisions of Article XIII.

ARTICLE XI - SENIORITY

- A. Length of service or seniority is defined as unbroken service in the Hartland Consolidated School District in a teaching capacity or, for those persons with a date of hire prior to September 1, 1981, in an administrative or teaching capacity. Those administrators having seniority on the teachers' seniority list as of August 29, 1988, shall have their seniority level frozen as of that date. Teachers within the district, regardless of date of hire, who move into administrative positions after August 29, 1988, shall not accrue additional seniority.

- B. Seniority shall accrue based upon years of continuous employment from the employee's last date of hire. Time on leaves of absence with or without pay or layoff shall not constitute a break of continuous employment. Time on leaves of absence shall be deducted from seniority. Time on layoff or educational internship, sabbatical leave shall continue to accrue as seniority. The first day worked shall commence accrual of service time. Time on leaves of absence for other than disability shall be deducted from seniority. Time on leave of absence due to disability that extends beyond the remainder of the school year in which the leave of absence began shall be deducted from seniority. Teachers working less than full time shall receive prorated seniority. Teachers hired into less than full-time positions and not permitted to transfer into a full-time position during that school year, shall receive full-time seniority for that year from the date the full-time position is filled.
- C. Seniority is lost only by the resignation or discharge of the employee.
- D. The employer shall maintain a seniority list of all employees in the bargaining unit. The seniority list shall contain a listing of each employee's name, date of hire, seniority ranking and a listing of the employee's certification endorsements. Said seniority list shall be presented to the Association and all employees in the bargaining unit during the month of October for review. The Association at any time may bring proposals for corrections to the attention of the Superintendent. The Board shall not be held responsible or liable because of its reliance upon any version of the seniority list which is in error when the Association has not called the error to the attention of the Superintendent.
- E. Ranking of employees hired after July 1, 1981 who assume their duties on the same day shall be done in order of the highest last four digits of the employee's social security number. Employees hired prior to July 1, 1981 shall be ranked according to their placement on the published seniority list in effect July 1, 1981. In the event of ties which develop as a result of loss of seniority, ranking shall be determined by giving the highest seniority ranking to the employee who was senior according to the previous seniority lists.

ARTICLE XII - VACANCIES & TRANSFERS

- A. Positions shall be defined as shown below:
1. In secondary grades (7-12) positions shall be defined as the subject areas to be taught in a building or combination of buildings.
 2. In the elementary grades (K-6), a position is the assigned grade level and the two most immediate grade levels in a building or combination of buildings where the teacher performs work. When the kindergarten and/or 6th grade is housed in a separate building from the other elementary grades, a position is the two most immediate elementary grade levels regardless of the building where located.
 3. For teachers teaching split grades, a position shall be defined as those split grades taught. No teacher shall be required to accept a split grade assignment for two (2) consecutive school years.
 4. In specialized areas such as, but not limited to, special education, reading support, media support, counseling, vocal music, instrumental music, art, physical education, gifted and talented program assignments, and secondary self-contained general education classrooms, a position shall be defined as within the sphere of the specialization in a building or combination of buildings.
- B. Vacancies shall exist when new positions are created, when teachers leave the bargaining unit, and when positions are temporarily filled; unless the teacher who had been involuntarily transferred from that position subsequently fills the temporarily filled position.
- C. A posting meeting will be held prior to the last day of school each year. The responsibility of convening the meeting will rest with the Association with two (2) weeks' prior notification to the Board. At the meeting, all vacancies as defined in Paragraph B and all vacancies that arise during the meeting shall be posted pursuant to procedures developed jointly by the Board and the Association. Teachers may participate in this meeting in person or through written proxy. Teachers who participate in this meeting may bid for the various vacant positions. Vacant positions shall be awarded to the teacher from within the existing teaching staff who is the most senior applicant who is certified and qualified for the position according to state and national mandatory standards if the position requires such status, unless the Board is able to present a candidate who has demonstrably superior qualifications to fill the vacancy. Teachers who are unassigned at the end of the posting meeting shall remain unassigned until after the August 15 summer posting deadline (unless awarded a position during the summer postings). Unassigned teachers shall be assigned positions and involuntary transfers, if necessary, shall be made after the close of the August 15 regularly scheduled business day, but prior to August 20.

Once a teacher is awarded a position or accepts in writing an assigned position, the teacher retains that position until he bids out of that position or refuses to return to that position following an involuntary transfer. If a teacher's position has been eliminated, the teacher retains the right to that position if and when it is reinstated. Vacancies arising after the posting meeting but prior to August 15 shall be posted for application and awarded on the same basis as those awarded in the posting meeting. Resultant vacancies will likewise be posted and filled in the same manner up to August 15. Vacancies arising on or after August 15 may be filled but will be posted as vacancies at the next posting meeting, unless they have been eliminated as positions for the next school year. Assigned positions will be posted as vacancies at the next posting meeting, unless filled by a voluntary transfer, or if eliminated as a position for the following school year.

The Board must post notice of vacancies in all open school buildings, and at Board offices. A listing of current vacancies will be available by phone at the Board office. All vacancies must be posted for no less than five (5) days prior to the summer posting deadlines. The posting deadlines for the summer months shall be: June 30, July 15, July 31, and August 15.

- D. Teachers shall not be involuntarily transferred from a position, except in case of emergency, for one of the following reasons: (1) to comply with other articles in the Master Agreement, (2) to place the best qualified teacher in a position, (3) to prevent undue disruption to the instructional program, or (4) to prevent layoff or to accommodate recall.

The Superintendent shall notify the affected teacher and the Association of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the grievance procedure. All transfers shall be assumed to be involuntary unless the teacher provides written voluntary acceptance of the transfer. In cases where more than one teacher has the necessary certifications to fill the position, the teacher with the least seniority shall be the teacher involuntarily transferred, provided the teacher possesses a major or minor or previous teaching experience in the district in the subject matter area to be taught. All positions that are filled through involuntary transfer shall be considered to be temporarily filled as defined by this Article unless later filled by the teacher who had been involuntarily transferred from that position.

A teacher who has been involuntarily transferred shall have the first opportunity to return to the position from which he was transferred when it becomes vacant, notwithstanding the seniority of other teachers, until he is awarded another vacancy for which he applied or refuses the first opportunity to return to the position from which he was involuntarily transferred. If any vacancy arises after the assigning of unassigned teachers and/or involuntary transfers, but before the start of school, the Board shall transfer involuntarily transferred teachers to facilitate the most senior teacher to return to his position.

Transfers occurring after assigning of unassigned teachers and/or involuntary transfers, but before the start of school will be handled in the following manner:

1. When an involuntary transferred teacher is returned to his position and this results in other temporarily assigned/involuntarily transferred teachers being reassigned, all affected teachers will be notified, in writing, of such assignment changes.
2. When there is a vacancy and no involuntarily transferred teacher can be returned to his position, opportunities to fill the vacancy will be offered in one of two ways, up to three days before the start of school:
 - a. All involuntarily transferred teachers certified and qualified for the vacancy according to mandatory state and national standards (if required for the vacancy) will be notified in writing by the administration with 72 hours to respond in writing if they want the vacant position. The 72-hour deadline will run from the day/date the notification is mailed until noon of the third business day thereafter. The most senior involuntarily transferred teacher who responds in writing by the deadline will be awarded the position.

Subsequent vacancies caused by this process will be offered under the same conditions until no one on the involuntary transfer list applies in writing for the vacant position. When this condition occurs, the Board will fill the final vacancy in the manner described in Article XII, Section D, paragraph 4.

- b. All involuntary transferred teachers will be invited in writing by the administration to a meeting for the purpose of filling the vacancy (and subsequently-created vacancies) by seniority and certification/qualification. When no one wants such a vacancy, the Board will fill the final vacancy from outside the Association (provided no certified/qualified teacher on layoff is available to accept the position) as per Article XII, Section D, paragraph 4.

If a transfer cannot be made to facilitate the most senior teacher to return to his position, then the most senior teacher involuntarily transferred must be offered the vacant position pursuant to procedures developed jointly by the Board and the Association. If he accepts the position, the teacher may be temporarily assigned to the vacancy and remains on the involuntary transferred list. If he does not accept the temporary position, the Board shall offer it to the next most senior person on the involuntarily transferred list until all teachers on the list have been offered the opportunity to fill this temporary position. If the most senior teacher does not accept the position, the Board must fill the final vacancy so as to facilitate the ability of the involuntarily transferred teacher to be returned to the position from which he was involuntarily transferred.

E. DEFINITION OF TERMS

AWARDED: The filling of a vacant position for which a teacher had bid for and received through the open bidding process.

ASSIGNED: The filling of a vacant position after August 15 by the administration that had been offered to all members via the bidding process.

INVOLUNTARY TRANSFERS: The placement of a teacher into a position that is considered temporarily filled notwithstanding other articles in this Agreement.

VOLUNTARY TRANSFERS: The placement of a teacher into an assigned position for which the teacher provides written acceptance before the following posting meeting.

TEMPORARILY FILLED POSITIONS: Positions for which someone else has the rights to or positions that have not been offered to all members through the bidding process.

- F. Any teacher who shall accept an administrative or executive position in the district and shall later return to a teacher status in the district shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.
- G. When a building is staffed for the first time, all positions in that building shall be posted at the next posting meeting. There will be two separate posting meetings, one for the new building only and then a second one to fill all other vacant positions. Posting meetings will be held prior to the last day of school. This language does not apply when all positions in an existing building are moved to a new building.
- H. A transfer shall be defined as movement from one existing position to another.
- I. In the event of the reduction in the number of teaching positions causing a reduction of personnel, the provisions of Article XIII are to be applied to determine staffing and no posting meeting will be held. A posting meeting will be held to determine staffing of positions when there are teachers awaiting recall, but no further reduction of teaching positions is being effected.
- J. Teachers hired for special education teaching positions must agree to remain in a special education position for a minimum of two (2) years. This language shall apply only to teachers hired after August 28th, 2000.

ARTICLE XIII - REDUCTION OF PERSONNEL

A. In the event the Board determines a reduction in the number of teachers employed is necessary, the following procedures will be used to determine which teachers will be laid off:

1. Teachers not holding a valid Michigan teaching certificate will be laid off first, provided there are certified and qualified teachers to replace and perform all of the needed duties of the laid off teachers.
2. If reduction is still necessary, then probationary teachers with the least number of continuous years of teaching in the Hartland Consolidated School District will be laid off first, provided there are remaining certified and qualified teachers to replace and perform all of the needed duties of the laid off teachers.
3. If further reduction is still necessary, then tenure teachers with the least number of years of continuous teaching experience in the Hartland Consolidated School District will be laid off first, provided there are certified and qualified teachers to replace and perform all the needed duties of the laid off teachers.

A teacher who has acquired tenure in a position other than a classroom teaching position shall not be denied or deprived any right to which he is entitled according to tenure law in the operation of this provision.

- B. Certified teachers shall be defined as teachers who hold a valid Michigan teaching certificate.
- C. Qualified teachers shall be defined as teachers who possess a major or minor or previous teaching experience in the district in the subject matter area to be taught. When specialized programs are eliminated, employees assigned to those programs shall be assigned to positions for which they are certified in the building or combination of buildings in which they are presently working.
- D. The Board shall give no less than 45 days' written notice to the teacher being laid off.

- E. Teachers on layoff shall be recalled to available positions for which they are certified and qualified on the basis of greatest seniority. Additionally, a teacher on layoff who has acquired tenure in a position other than a classroom teaching position, shall be recalled to the next available position for which he has acquired the tenure on the basis of greatest seniority among those teachers possessing such tenure for the position prior to the recall of any other teachers who may be otherwise certified, qualified, and more senior. Teachers on layoff who acquire additional credentials which expand the scope of their certification and/or qualifications shall have those credentials considered for the purpose of determining their recall to the next available position for which they are certified and qualified, but shall not be entitled to displace any teacher who has not been placed on layoff unless required by law. No new teacher shall be hired in a position until all laid off teachers certified and qualified to perform the position have been given an opportunity to return to active duty in that position.
- F. A laid-off teacher shall maintain his rights to recall until he resigns or forfeits this right through abandonment. It shall be the responsibility of the teacher to provide a written notification to the Board of any change in permanent address.
- G. A teacher shall be notified of recall by registered letter. He shall respond to the notice within one (1) week. Upon request, the teacher shall be granted an additional two (2) weeks to report for duty. Failure to respond and report shall constitute a resignation.
- H. All insurance benefits shall continue in effect until such time as a teacher on notice of layoff actually misses his first day of work due to being laid off.

ARTICLE XIV - ILLNESS OR DISABILITY

- A. At the beginning of each school year, each teacher shall be credited with a ten (10) day sick leave allowance to be used for absences caused by illness or physical disability of the teacher or the teacher's family. In the event a teacher is confined to a hospital an additional five (5) days of sick leave shall be granted for such hospitalization. A teacher shall qualify to use such leave in the event the teacher is admitted for a procedure which cannot be performed in a doctor's office. Procedures exempt from the use of hospital days include, but are not limited to: Lasik surgery, blood work. Teachers hired after the beginning of the school year shall be credited sick leave on a pro-rated basis. The unused portion of sick leave allowance and hospitalization allowance shall accumulate from year to year without limitation. Teachers leaving prior to the end of the school year shall be charged pro-rata for days used in excess of one (1) day per month worked.

- B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to two (2) years and the leave may be renewed each year upon written request by the teacher. Upon return from such leave, provided that the teacher returning from the leave has greater seniority than the person filling the position and/or the position has not been eliminated, a teacher shall be placed in the same position as he held prior to the leave, at the same level on the salary schedule as he would have been entitled when he left the district.
- C. A teacher absent from work because of mumps, scarlet fever, measles, chicken pox or pink eye for which contact can be reasonably attributed to employment or a teacher absent from work because of an injury incurred at the site of employment, shall not be charged with loss of personal sick leave for the period of disability up to a maximum 20 leave days. Thereafter, the teacher may use his accumulated personal sick leave for the period of disability. The use of sick leave in conjunction with workers' compensation benefits shall be supplemental on a proportionate basis, such that when combined, the teacher does not receive more than his yearly salary rate from both sources.
- D. A teacher shall suffer no diminution of sick leave allowance when a sick day is requested and school is called off on that day because of an Act of God.
- E. The Board may require a physician's certification of the illness or disability when the teacher is absent three (3) or more consecutive days, chronically absent, or absent during a mass illness among the teaching staff. The Association will receive a copy of any forms developed to document illness or disability prior to implementation.

ARTICLE XV - PROFESSIONAL, BUSINESS & ASSOCIATION LEAVE

- A. The professional development of teachers is encouraged by making available, at the discretion of the central office administrator in charge of curriculum, days for professional leave. Professional leave may be used for, but is not restricted to:
 - 1. Visitation to view other instructional techniques or programs.
 - 2. Education conference, workshops or seminars. The teacher shall file a written report within one (1) week of his attendance at such visitation, conference, or seminar.

- B. At the beginning of each school year, each teacher shall be credited with four (4) days to be used for the teacher's personal business. A teacher in need of using a business leave day shall file the necessary form for such leave at least two (2) days in advance, except in cases of emergency. Personal business leave is to be used to attend to matters that require the personal attention of the teacher and cannot be reasonably attended to at alternative times that do not interfere with the duties of employment. Personal business leave will not be granted the day before or the day after a vacation or holiday period, without prior written consent of the Superintendent of Schools. Consecutive business days will be granted only with prior written consent of the Superintendent of Schools. Any personal business days that are not used by the end of the school year will be converted to sick days.
- C. A teacher called for jury duty or subpoenaed to give testimony before any judicial or administrative tribunal in a matter not related to employment elsewhere (except summer employment) shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligations without deduction from paid leave.
- D. At the beginning of every school year, the Association shall be credited with ten (10) days, to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than five (5) working days in advance of taking such leave. Additional days shall be granted provided the Association pays the cost of substitutes and it does not cause disruption of the educational program of the district.
- E. Any teacher called for military physical examination shall suffer no diminution of compensation and shall not be charged with loss of a business leave day.
- F. A teacher shall suffer no diminution of business leave allowance when a business leave day is requested and school is called off on that day because of an Act of God.
- G. A teacher shall be granted up to four (4) days' leave with pay when death occurs in his immediate family. This leave may be taken at the time of death, and/or concurrent with the funeral or memorial service. With the approval of the superintendent, this leave may be taken at such time as the teacher must attend to matters of estate of the deceased. Immediate family shall be interpreted as spouse, children, mother, father, brother, sister, grandchildren, father and mother-in-law, brother and sister-in-law, and grandparents. A teacher shall be allowed to use up to four (4) consecutive personal business days to attend the funeral of any person outside the immediate family.

ARTICLE XVI - UNPAID LEAVE OF ABSENCE

- A. A teacher on a leave of absence covered in this Article shall receive no pay or benefits for the workdays actually missed.

- B. A teacher on a leave of absence covered in this Article shall notify the Board in writing at least 60 days prior to the termination date of the leave of his intention to return from such leave. Failure to comply with this notification or to gain an extension of said leave as may be provided herein shall constitute voluntary resignation from employment. Leaves of absence shall be for the remainder of a semester or school year or full semesters or school year. Upon notification of intent to return from leave the teacher shall be considered available for assignment as if continuously employed in the district.
- C. A leave of absence, renewable upon application up to four (4) years maximum, shall be granted to any tenure teacher for the purpose of serving as an officer of the State or National Association, or on its staff.
- D. A leave of absence not to exceed four (4) years, but for not less than one year, shall be granted to any tenure teacher upon application, for the purpose of campaigning for, or serving in, a public office.
- E. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for full-time military service in any branch of the armed forces of the United States or full-time service with the Peace Corps or VISTA. Teachers who are in the reserves of any branch of the armed forces of the United States shall be granted, upon request and verification of orders, an unpaid leave of absence for the time necessary to fulfill the obligation as required by law. During an unpaid leave of absence for reservist duty, a substitute may be used in the position of the reservist.
- F. A leave of absence shall be granted for the purpose of childcare, to any teacher upon application, in connection with the birth of his/her child or adoption of an infant.
- G. A leave of absence of up to one (1) year may be granted to a teacher upon receipt of evidence that his presence is needed to provide special care for his child.
- H. A teacher at or moving to Step 10 or above of the salary schedule shall be granted a full year's leave of absence to explore an alternative career, provided the Board can obtain a replacement teacher by August 1 prior to the school year of the leave, who is a suitable qualified replacement and provided further, considering all attendant costs to the granting and return from the leave, there are no additional costs incurred by the Board beyond the compensation costs the Board would have incurred had the teacher not been granted the leave. Such leaves may be granted for career opportunities either within or outside the field of education. A teacher may apply for a one-year extension of said leave. No more than three (3) teachers may use this leave in the same school year.
- I. Requests for any of the above mentioned unpaid leaves must be submitted 60 days prior to the commencement of the leave, except in cases of emergency which preclude such advance notice. Upon return from such leave, provided that the teacher returning from leave has greater seniority than the person filling the position and/or the position has not been eliminated, teacher shall be placed in the same position as he held prior to the leave, at the same level on the salary schedule as he would have been entitled when he left the district.

- J. Any other requests for leaves of absence must be submitted in writing to the Board of Education, with a copy to the Association. All such applications must be submitted 60 days prior to the end of the semester before the leave takes place, but the Board at its discretion, may consider requests submitted after such time.

ARTICLE XVII - EDUCATIONAL INTERNSHIP/SABBATICAL LEAVE

- A. Teachers who have attained tenure with the Hartland Consolidated Schools may make application for an educational internship or sabbatical leave on or before April 1 of the school year prior to the one for which the internship or sabbatical leave is to be effective. The application must contain a full explanation of the proposal and state how the school district's educational program will benefit therefrom.
- B. The Superintendent and/or Board may solicit teachers interested in an internship and/or sabbatical designed to address certain needs of the school district which shall be set forth in a prospectus and publicized for applications on or before April 1 of the school year prior to the one for which the internship and/or sabbatical is to be effective.
- C. On or before May 15 following the close of applications, the Superintendent shall determine which, if any, of the options will be approved for the next school year. All applicants will be informed of the decision regarding the educational internship and/or sabbatical. The Board of Education reserves the final decision upon whether the school district will fund the educational internship or sabbatical proposal for any given school year. The Board of Education shall make its decision known by May 1 of the school year prior to the one for which the internship and/or sabbatical is to be effective.
- D. An educational intern shall perform duties as described in the proposal or prospectus approved by the Superintendent and/or Board of Education. While performing in the educational internship, the educational intern shall receive the same salary, insurance and leave benefits as if continuously employed with the school district as a classroom teacher for that school year.
- E. During a sabbatical leave, the teacher must fulfill the terms of the sabbatical proposal as approved by the Superintendent and/or Board of Education. The teacher on sabbatical leave shall receive half pay and full benefits during that period.

ARTICLE XVIII - PROFESSIONAL IMPROVEMENT

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the area of their specialization, leaves for work on advanced degrees or special studies, and participation in community educational projects.
- B. The Board agrees to provide, upon approval of the central office administrator in charge of curriculum development, the necessary funds for teachers who desire to attend select professional conferences, school observation days and Michigan Department of Education Curriculum Committee meetings. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. Teachers shall submit a brief written report regarding such conferences and/or visitations.
- C. At the request of the Association, or on the Board's initiative, arrangements shall be made by the central office administrator in charge of curriculum development, for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort shall be made to obtain people of the highest qualification to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.

ARTICLE XIX - COMPENSATORY TIME

- A. Compensation time accumulated can be used at the discretion of the teacher with the only restrictions being:
 - 1. The teacher must notify the district of the intention to use a compensation day at least three (3) days in advance to allow for substitute arrangements.
 - 2. A maximum of three (3) days may be used consecutively.
- B. Compensation time accrued and unused within a given school year shall be carried over to the next year as compensation days, or at the teacher's request rolled into said teacher's sick days.
- C. Five (5) hours accumulated shall "earn" the teacher one compensation day.
- D. Compensatory time will not be granted the day before or the day after a vacation or holiday period, without prior written consent of the Superintendent of Schools. This paragraph applies only to compensatory time acquired through professional/curriculum development as per Appendix C, Paragraph B.

E. When compensatory time is accrued to replace time lost for teachers with assignments split between buildings:

1. Teachers are guaranteed 55 minutes uninterrupted conference/preparation time per day, exclusive of passing time, and 30 minutes of duty-free lunch time. When a teacher is given a teaching assignment in two or more buildings on the same day, said teacher shall be allowed at least 15 minutes for travel time between each building. This travel time shall not in any way diminish the 55-minute conference/preparation time, 30-minute lunchtime or extend the seven-hour working day.
2. If scheduling does not permit for the 15 minutes of travel time, then compensatory time shall accumulate on a minute-per-minute basis for each minute less than 15 minutes said teacher has to travel from one teaching assignment to another. In other words, said teacher shall accumulate one minute of compensation time for each minute of his/her conference/preparation time or lunchtime that is lost traveling between each building assignment allowing 15 minutes per trip.
3. Compensatory days shall be documented by the teacher and reported to the district's payroll department weekly on a compensatory time log (to be developed by October 15) and initialed by the teacher's supervisor. The district's payroll department shall keep record of compensatory days accumulated, used, and unused. The unused compensation days shall be reported on said teacher's pay stub.

ARTICLE XX - ACADEMIC RESPONSIBILITY

- A. Both parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire a meaningful awareness of, and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere that is free from unreasonable censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- B. It shall be the responsibility of the teacher to teach to the course objectives as adopted by the Board for the course of study of each subject he is assigned. If no course objectives have been adopted by the Board, the teacher will be given an outline of course content and instructional goals by the administration and may request the Curriculum Coordinating Council to formulate course objectives to recommend to the Board for adoption.

- C. A teacher shall be acting within his certified area in accordance with accepted and/or adopted curriculum and courses of study.
- D. The teacher shall submit an outline and/or request to his building principal or immediate supervisor prior to using resources not prescribed by adopted curriculum or courses of study, when in the opinion of the teacher the resources may be of a controversial nature.
- E. The teacher must exercise responsibility and prudence, and must realize that teaching in an elementary or a 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.

ARTICLE XXI - TEACHER PROTECTION

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom, on the school property and during all school sponsored events. The Association pledges the support of all teachers in enforcing the published rules and regulations of the school district as they apply to students.
- B. Each building principal shall review the discipline policy with the building staff at the initial staff meeting.
- C. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher shall notify the principal's office by the end of that working day. The written particulars shall be furnished to the principal's office no later than one (1) working day following the incident.
- D. Suspension of students from school may be imposed only by a principal or the designated representative. School authorities shall endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted.
- E. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall provide legal counsel to advise the teacher of his rights and obligations with respect to such assault. Provided the teacher is not in violation of any published Board policy or any published administrative regulations, the Board of Education and its designated representatives shall render assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

- F. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment, the Board shall provide and render all necessary assistance to the teacher in his defense, provided the teacher has not violated any published Board policy or any published administrative regulation.
- G. Time lost by a teacher in connection with any job related incident mentioned in this Article shall not be charged against the teacher, provided the time lost is not due to the misconduct or negligence of the teacher.
- H. When the employer becomes aware of an incident or receives a complaint regarding an employee which may result in disciplinary action against the employee, the employee will be notified within five (5) work days of receipt of the information or complaint that the incident or complaint is under investigation.
- I. In the event the district shall receive a request from a third party under the Freedom of Information Act for any records, documents, or information concerning an HEA member, the District will notify the member and president of the Association by phone and/or email as soon as feasible. If the District determines an extension of the timeline for responding to the FOIA request is available and that it would be appropriate to extend the timeline, the district will utilize the maximum available extension. Further, if the District determines the request encompasses something that is exempt from disclosure under the FOIA and is requested by the member or Association president to deny the request, the District shall withhold from disclosure what it deems to be exempt. If the District determines it is not clear that something requested under the FOIA is exempt and is nonetheless requested by the member or the Association president to deny the request, it shall not be a violation of this section to disclose what has been requested.

ARTICLE XXII - PROFESSIONAL BEHAVIOR

- A. Teachers shall comply with rules, regulations, and directions adopted by the Board or its representatives that are not inconsistent with the provisions of this Agreement.
- B. The Association recognizes that abuses of paid leave or other leaves, 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. If a teacher's previous attendance record deems it to be warranted, the employer may subject all paid leaves to prior verification.
- C. A teacher, upon request, shall be entitled to have present an Association Representative when the teacher is being disciplined or questioned regarding a matter for which there is reason to believe that disciplinary action against the teacher being questioned may result. The teacher shall be notified when any meeting is to administer disciplinary action.

- D. Teachers shall not be disciplined, reprimanded, or reduced in rank or compensation without just cause. This entails implementation of progressive discipline. Any such discipline, reprimand, or reduction in rank or compensation asserted by the Board or representative thereof shall be subject to the grievance procedure. No teacher shall be disciplined in the presence of students or other teachers. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

ARTICLE XXIII - CLASSROOM EVALUATION PROCESS

- I. The goal of the evaluation process is to assess performance of teaching staff and provide support and assistance in developing and maintaining a satisfactory level of performance. Support and assistance shall come with the cooperative efforts of the District and the Association. Initial identification of teachers in need of help and final judgment of adequacy of performance shall rest solely with administration.

II. **DEFINITION OF TERMS**

EVALUATION PROCESS: An individual pre-conference; a classroom observation, a classroom evaluation, and an individual post-conference.

PRE-CONFERENCE: The meeting between the evaluator and the teacher before the classroom observation to discuss curriculum and classroom implementation and/or areas to be observed. The teacher may ask that a mentor and/or association representative be present at this and all other meetings related to evaluation.

CLASSROOM OBSERVATION: The classroom visitation by an administrator for the purpose of gathering information for a classroom observation. Such observations will be conducted openly and with full knowledge of the teacher and may be unannounced. The teacher shall not be required to make any special preparations for the classroom observation. No electronic devices shall be used without the knowledge and consent of the teacher. To assure that the administrator can develop a meaningful impression in regards to performance, classroom observations shall be no less than 30 continuous minutes in length, except that they may be no less than 15 continuous minutes in length for the second classroom observation of a tenure teacher who has received no unsatisfactory designations on the first evaluation. An observation may be 25 continuous minutes if that is the length of the class.

CLASSROOM EVALUATION: The Classroom Evaluation form shall be completed by an administrator and based on the classroom observation, and on criteria presented in the Classroom Evaluation form. Letters from parents critical of performance that have not been presented to the teacher may not be used to judge a performance unsatisfactory in any area.

FOCUS AREA: An area of performance by a teacher in need of improvement for which an unsatisfactory is not given but a Teacher Improvement Plan shall be implemented. See Article XXIII - VII

CLASSROOM EVALUATION FORM: All classroom evaluations must be recorded on a Classroom Evaluation form. See Appendix E.

POST-CONFERENCE: The meeting between the evaluator and the teacher after the classroom observation to discuss the observation and the evaluation.

MENTOR TEACHERS: Teachers who have volunteered and been selected to provide assistance to non-tenured teachers. See VI.

ASSISTING TEACHERS: Teachers who have volunteered and been selected to provide assistance to tenured teachers. See VI.

TEACHER IMPROVEMENT PLAN: A plan initiated by an evaluator, devised to help a teacher who has been cited with an unsatisfactory or a focus area in any area subject to evaluation. See VII.

TEACHER IMPROVEMENT TEAM: A team consisting of the evaluator, a mentor or assisting teacher, and a teacher for whom a teacher improvement plan is being devised. This team can be expanded with mutual consent.

IMMEDIATE SUPERVISOR: An administrator of the building where teacher spends the majority of the time. When a teacher is equally split between two buildings, one administrator shall be designated as the immediate supervisor. This shall not preclude participation from the other administrator in the evaluation process.

III. PROCEDURAL NOTES

- A. Evaluations shall be the responsibility of the immediate supervisor. Principals who have at least teacher certification shall complete evaluations. Whenever deficiencies have been noted in an evaluation and repeated in a subsequent evaluation, another administrator may conduct the evaluation whenever requested by the immediate supervisor or the teacher.
- B. The building administrator or immediate supervisor shall review a copy of the evaluation form with each teacher new to the district within 2 weeks of an individual's first workday.
- C. Following a completed evaluation process, Classroom Evaluation forms and attachments will be distributed as follows:
 - Original to teacher
 - One (1) copy to personnel file
 - One (1) copy to evaluator
 - The administrator may request additional copies

- D. If a teacher is cited with an unsatisfactory or a focus area, or in need of improvement in any aspect(s) of performance subject to evaluation, subsequent evaluation reports shall provide comments upon specific deficiencies noted in the previous evaluation reports.
- E. Test scores of academic progress or review of success rates for any program objectives shall not be used in any description of deficiencies noted in formal classroom evaluations or in any description of the level of performance which will reasonably satisfy the evaluator. Questions which may arise as a result of such information could, however, stimulate areas for further exploration during the evaluation process.
- F. In the event a probationary teacher is not continued in employment, the Board will furnish the teacher with a written statement of why employment was terminated.

IV. FREQUENCY OF EVALUATIONS

- A. All tenured teachers shall be evaluated at least once every three years and receive two (2) evaluations during the years that an evaluation is held. All tenured teachers shall have one evaluation completed prior to February 1.
- B. All probationary teachers shall be evaluated at least three (3) times per year. All probationary teachers shall have one evaluation completed prior to December 10.
- C. All evaluations shall be completed on or before May 1

V. TIMELINE

- A. A pre-conference shall take place not more than ten (10) working days prior to a classroom observation. The evaluator and teacher may mutually agree upon a classroom observation date within fifteen (15) working days.
- B. The teacher shall receive at least three (3) copies of the completed Classroom Evaluation form no later than (5) working days following the date of the classroom observation.
- C. Within five (5) working days after receipt by the teacher of the Classroom Evaluation form: 1) a post conference shall be held; 2) The teacher shall sign all copies of the completed Classroom Evaluation form and return all but one to the evaluator. The forms may be signed at the post conference or signing may be delayed if there are to be revisions to the form or attachments, according to Section D; 3). If the teacher disagrees with the evaluation, the teacher may return the form with objections in writing. Objections in writing must be received no later than five (5) working days following the date of the post-conference.

- D. If a Classroom Evaluation form or attached comments must be revised, the evaluator must complete revisions within (5) working days of the date of the post-conference. The revised form shall be presented at and reflect the date of the new post-conference. This new post-conference shall be held no more than fifteen (15) working days from the date of the classroom observation.
- E. If a teacher is cited with an unsatisfactory or a focus area in any aspect(s) of performance subject to evaluation, a teacher improvement plan must be devised and approved within ten (10) working days. See VII.
- F. A classroom observation may not take place less than fifteen (15) working days after the completion of a prior evaluation. The date of completion for an evaluation shall be the latest date of the following: The date the final copy of a Classroom Evaluation form was signed by the teacher; the date the final post-conference was held following a classroom observation; or the date a teacher improvement plan was completed and approved.

VI. MENTOR TEACHERS AND ASSISTING TEACHERS

- A. Selection of mentor and assisting teachers
 - 1. The district shall assign a volunteer mentor teacher to all non-tenured teachers by the end of the second week of their employment.
 - 2. An assisting teacher program may be implemented by the evaluator or a tenured teacher to provide assistance regarding classroom performance. The evaluator and the teacher may mutually agree on the assisting teacher. If mutual agreement does not exist, the following procedure will be used: The teacher shall submit a list of six (6) tenured teachers of the district who are willing to render assistance. The evaluator shall choose one of the six (6) tenured teachers to render assistance.
- B. Mentor or assisting teachers shall meet with the evaluator and the teacher to whom assistance is being provided to discuss strategies for improvement.
- C. Released time of not less than two (2) workdays shall be provided to mentor or assisting teachers to observe and/or counsel with the teacher to whom assistance is being provided.
- D. The mentor or assisting teacher shall not be required to testify against the teacher in the event subsequent actions are taken against the teacher to whom assistance is being provided.
- E. Mentor teachers will be provided training annually by the end of September of each school year.

VII. TEACHER IMPROVEMENT PLAN

- A. A teacher improvement plan shall be implemented when the evaluator cites a teacher with an unsatisfactory or a focus area in any area listed on the Classroom Evaluation Form.
- B. A teacher improvement plan shall set forth in specific terms and detail each of the following for each deficiency noted in the Classroom Evaluation form: the nature of the deficiency; suggestions for improvement; assistance that shall be provided the teacher by the district in overcoming the deficiency; a description of the level of performance which will reasonably satisfy the evaluator; and a timeline of expectations for improvement.
- C. For all non-tenured teachers and for tenured teachers for whom a mentor or assisting teacher is in place, a draft of the teacher improvement plan based on the evaluation shall be written by the mentor or assisting teacher and the teacher being evaluated with as much input as is requested of the evaluator or offered by the evaluator.
 - 1. Upon completion of the plan, the teacher improvement team shall meet to discuss the plan and its implementation. The evaluator must approve the plan before it is considered adopted. The plan shall be signed by each member of the teacher improvement team and each member shall receive a copy. If the members of the team fail to reach agreement on a plan, sole authority over the content of the plan shall rest with the evaluator.
 - 2. The teacher improvement team shall confer informally on a periodic basis to monitor implementation of the improvement plan.
- D. When an assisting teacher is not in place for a tenured teacher, the evaluator and the tenured teacher shall develop in writing the teacher improvement plan and meet to discuss the plan and its implementation. The evaluator shall confer informally with the tenure teacher on an "as needed" basis to monitor implementation of the improvement plan.

VIII. PERSONNEL FILE

- A. The official file of every employee is maintained in the Personnel Office. This file includes all payroll information, evaluations, credentials, certification, contract information, all materials reflecting upon the character of the teacher's performance, etc.
- B. Any material not initiated by the teacher shall NOT be placed in the teacher's personnel file without prior knowledge of the teacher. Any material maintained by the district in any file that is found to be in error shall be corrected or expunged immediately.

- C. The date of inclusion shall be stamped on all materials placed on file in the Personnel Office.
- D. A teacher's personnel file remains with the Hartland School District. Credentials are maintained by the Placement Bureau of the teacher's college or university. An administrator can add to these credentials upon the teacher's request.
- E. Each teacher shall have the right, upon his request, to review twice each semester, those contents of his own personnel folder on file in the personnel office, which pertain to or are the result of any evaluation completed since the beginning of his employment in the Hartland Consolidated School District. Such review shall not include any confidential credentials from the teacher's college or university. Records for review shall be made available in the personnel office, and shall not be removed from said office. A representative of the Association may, at the request of the teacher, accompany the teacher in this review. The Superintendent or his designee must be present at such review. Removal or destruction of material contained in the file shall be grounds for immediate dismissal.
- F. All documentation of an oral warning or oral reprimand shall be expunged from a teacher's personnel file after a two (2) year period during which the same conduct has not been repeated. The duration of a two (2) year period shall be determined using dates of written documentation of incidents that result in discipline, not by the dates of occurrence of the incidents. Documentation of complaints against a teacher that do not result in disciplinary action shall not be placed in the teacher's personnel file.

ARTICLE XXIV - CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year, and the avoidance of disputes that threaten to interfere with such operation.
- B. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section I of the Public Employment Relations Act.
- C. The parties agree that they will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

- D. Should scheduled student instruction days be canceled due to inclement weather or other conditions which make it impractical to hold classes, teachers shall not be required to report and those canceled student instruction days necessary to be rescheduled to receive state aid funding for the day will be rescheduled and worked by teachers as a student instruction day as originally constituted without additional compensation. Otherwise, on canceled student instruction days which are not required to be rescheduled to receive state aid funding, for the day, teachers will not be required to report and will not be reduced in compensation or required to work a rescheduled day in its stead.

ARTICLE XXV - INSURANCE PROTECTION

Pursuant to authority set forth in Section 1255 of the School Code of 1976 as amended, the Board agrees to furnish to all teachers having a one-half ($\frac{1}{2}$) time or greater assignment except as provided in paragraph K, the following insurance coverage:

- A. The Board shall make payment of insurance premiums to assure insurance coverage for each employee from MESSA for the Choices II medical insurance program.

The Board shall pay each covered teacher for unreimbursed medical and/or prescription expenses sixty dollars (\$60.00). This payment will be made in October of each school year or within 30 days of hire for new or returning employees.

- B. The Board shall make various insurance options of the health insurance carrier available to all teachers and provisions for payroll deduction of the cost of such options shall be made. The carrier shall determine the programs available.

- C. The Board shall provide group life insurance protection in the amount of \$70,000 per teacher, inclusive of life insurance provided from any employer paid benefit, which will be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.

- D. The Board shall make payment of insurance premiums to assure insurance coverage for each employee for the MESSA Delta Dental Care coverage Plan E-07.

- E. The Board shall provide long-term disability insurance protection for teachers, which shall provide a benefit of $66 \frac{2}{3}$ per cent of the teachers' monthly contractual salary based upon Appendix A, excluding additional compensation for extra duties. Benefits shall begin upon the expiration of 90 calendar days or accumulated sick leave, whichever is greater. The terms and conditions of the plan shall not be less than the plan in effect on June 30, 1981.

- F. The above insurance protections shall be incorporated into the following MESSA PAK plan. Each eligible teacher shall select either Plan A or Plan B.

PLAN A - For employees taking health insurance

MESSA CHOICES II, \$200/\$400 deductible, \$10/\$20 RX (XVA2 rider). Beginning September 1, 2010, the district shall establish a pool of \$100,000 from which covered employees may draw \$5 per generic prescription for self and covered dependents. Employees will submit receipts quarterly. The Association shall administer the pool with one day release per quarter. The District and the Association will meet to determine mutually agreeable guidelines and procedures for administration of the pool.

Beginning January 1, 2009, a \$200/\$400 deductible will take effect. The full deductible amount will be paid to each teacher taking insurance by the second regular pay date in January. Beginning January 1, 2011, the amount paid to each teacher taking insurance shall be reduced to \$100 for single subscribers and \$200 for self/spouse and full family subscribers.

Long-term Disability	66 2/3%	
	\$5,000 maximum	
	90-calendar days' modified fill	
	Freeze on offsets	
	Alcoholism/drug addiction -	
	same as any other illness	
	Mental/nervous 2 year	
Delta Dental	80/80/80:	\$2,000 maximum per year - 80% & \$2,000 lifetime orthodontics
Negotiated Life	\$65,000 AD&D	(additional \$5,000 life insurance is included with Super Care I)
Vision	VSP-2 Silver	

PLAN B - For employees not taking health insurance

Delta Dental	80/80/80:	\$2,000 maximum per year - 80% and \$2,000 lifetime orthodontics
Vision	VSP-2 Silver	
Negotiated Life	\$70,000 AD&D	
Long-term Disability	66 2/3%	
	<u>Same as above</u>	

- G. Where husband and wife are employed by the Board, the Board shall not be obligated to pay premiums that would result in duplication or overlapping coverage. Where applicable, one teacher shall be designated as the insured and dependent shall be at the option of the teacher involved.

- H. Proper filing of insurance applications shall be the responsibility of the individual teacher. New employees will receive insurance benefits upon qualification within 30 days of their employment. Board insurance contributions will continue each month through the duration of this Agreement for all teachers who are fulfilling the terms of their contracts with the Board and are not in violation with the provisions of the Master Agreement.
- I. The Board will provide to teachers not taking the MESSA Choices II or option A of the MESSA PAK plan a cash option equal to 93.35% of the single subscriber premium rate for Choices II. (The implementation of the MESSA Choices II-\$200/\$400 deductible plan will not affect the amount of cash-in-lieu.) Any tax incidence due to implementation of this provision shall be the responsibility of the employees. (The Employer is responsible for the Employer portion of F.I.C.A.)
- J. A teacher having less than one-half (1/2) time assignment shall receive a pro-rated dollar amount of the total cost of the insurance coverages provided to a full-time teacher, to be applied toward non-taxable insurance or annuity programs.
- K. The Board's insurance benefit obligation for two teachers sharing a position shall be no more than it would be for one (1) full-time teacher. Should the job sharing teacher(s) elect to contribute monies for up to full-time benefits, it shall be allowed within the rules and regulations of the carrier and the IRS.
- L. The Board will provide teachers access to a section 125 plan that will provide pre-tax dollars to be used for child/dependent care and medical expenses. The Association and representatives of the Board shall meet annually to evaluate the services provided by the company chosen to administer the plan.

ARTICLE XXVI - PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods. The salary schedule is based upon the regular school calendar as set forth in Appendix C and the normal teaching assignment as defined in this Agreement.

- B. Upon initial employment, teachers shall be placed on the salary schedule at the step agreed upon by the teacher and the Superintendent, not to exceed credit for all previous teaching experience. Two (2) years of credit on the salary schedule shall be granted to teachers holding permanent vocational certificates or having full Vocational Authorization, provided that this shall apply only when said teacher is teaching within the area for which he is vocationally certified and in a program which has been authorized and receives added cost funding by the State Department of Education.
- C. While teachers are on layoff, and if the Board implements a permanent substitute position, teachers on layoff shall be given first opportunity to perform those duties and if accepted by the teacher on layoff, that teacher shall be paid on the basis of a regular classroom teacher.
- D. Salary adjustments will be made twice yearly for advanced study. Written applications must be on file, and courses completed by September 1 or prior to the start of the second semester. Salary will be adjusted accordingly. The pay shall be retroactive to the beginning of the semester. The retroactive portion shall be paid in a lump sum within two pay periods after filing the unofficial transcript. All applications and transcripts must be on file with the Superintendent or his designee.
- E. Teachers who substitute or teach during their conference/planning period shall be paid one-sixth (1/6) of their daily base salary as additional compensation.
- F. Teachers employed for 12 months will receive thirteen-tenths (13/10) of their base salary as compensation for such employment. Teachers employed for additional days beyond the regular school year shall be paid at the daily rate of 1/185 of their base salary as additional compensation for such employment.
- G. Teachers employed immediately before the regular school year under the provisions of Article V, Section E, shall be compensated on the basis of the salary schedule for the impending school year.
- H. At the beginning of the school year or upon employment during the school year, each teacher shall elect one of the three options for receiving their salary listed below:
1. 26 pays, to be paid once every two weeks in compliance with IRS Rules.
 2. 21 pays, to be paid once every two weeks
 3. 21 pays, each equal to 1/26 of their regular salary with one lump sum summer paycheck on the 21st payment.
- I. Teachers shall be compensated at the mileage rate established by the Board of Education for all employees of the school district for the expense of operating their personal vehicle for school business.

- J. For any payday that falls during a school holiday recess period and not more than three (3) days from the last workday prior to the holiday recess, paychecks will be issued on the last workday prior to the holiday recess. For any payday that falls during a school holiday recess period and is more than three (3) days from the last workday prior to the holiday recess, paychecks will be mailed to teachers in time to arrive on the appropriate day in the normal course of the mail. Summer paychecks for those teachers who choose the 26 pay option will be mailed to the teacher at Board expense.
- K. Teachers who are at the maximum step on any tract of Schedule A, Base Salary Schedule, except the BA tract, shall be paid an additional sum of ten dollars (\$10.00) times the number of sick leave days beyond 100 days accumulated by the teacher as of the end of the previous school year. This sum will be paid to teachers in a lump sum on the second pay date in December. Teachers who leave the district at the end of the school year and qualify for this pay shall be paid upon leaving.
- L. Individual contracts of employment issued to teachers shall be those that are attached to this Agreement as Appendixes G and H.
- M. When a teacher is voluntarily placed in a part time position, or a shared time position that is pursuant to Article XXX, the experience that they accrue in that position shall be prorated for the purpose of placement on the salary schedule. For example, if a teacher at a salary step less than the maximum of their column opts for a half-time position, the following year that teacher shall be paid at a rate $\frac{1}{2}$ way between the step they were on and the step they would have moved to had they been in a full-time position. This does not apply to teachers who are placed in a part-time position involuntarily. This paragraph will take effect beginning with the 1995/96 school year.

ARTICLE XXVII - GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. In the event that a teacher or agent of the Association believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally, or accompanied by his Association Representative.

- C. If, as a result of the informal discussion with the building principal a grievance still exists, he may invoke the formal grievance procedure on the form set forth in annexed Appendix D, signed by the grievant and a representative of the Association, which form shall be available from the Association Representative in each building. A copy of the grievance form must be delivered to the principal within 20 school days of the date of the incident giving rise to the grievance occurred or the date the facts forming the basis of the grievance became apparent and recognizable to a reasonably prudent person exercising ordinary care and diligence in pursuit of his business interests or union affairs if filed by the Association. If the grievance involved more than one school building, it may be filed with the Superintendent or a representative designated by him.
- D. Within three (3) school days of receipt of the grievance, the principal shall meet with the Association's representatives in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, to the Association.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) school days of such meeting, the grievance shall be appealed within four (4) school days by the Association to the Superintendent and the Secretary of the Board.

Within four (4) school days the Superintendent or his designee shall meet with the Association's Representative on the grievance and shall indicate his disposition of the grievance in writing within seven (7) school days of such meeting to the Association. If no disposition has been made to the Association within seven (7) school days of such meeting, the relief sought by the Association shall be granted.

- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, the Association may submit the grievance to binding arbitration before an impartial arbitrator by filing a demand for arbitration with the American Arbitration Association within 30 school days from the date of the disposition of the Superintendent or his designee.
- G. The arbitrator shall be selected according to the rules and procedures of the American Arbitration Association that shall likewise govern the conduct of the hearing. The Board and the Association shall not be permitted to assert in such arbitration preceding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement.

Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The parties shall share the fees and expenses of the arbitrator equally.

- H. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

Notwithstanding the expiration of this Agreement, any grievance arising within its term of effectiveness may be processed through the grievance procedure until resolution.

- I. If an individual teacher has a grievance that he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no formal grievance shall be processed without sanction of the Association, nor shall any disposition be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interest of the teachers shall be the sole responsibility of the Association.
- J. Teachers who are necessary participants in an arbitration hearing as an Association Representative or witness in the proceedings shall be released from duty without loss of pay for the time necessary to represent or testify as the case may be, provided the hearing is held in district facilities and no more than eight (8) teachers are afforded release time at the same time.

ARTICLE XXVIII - NEGOTIATION PROCEDURES

- A. Representatives of the Board and the Association will meet quarterly for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
- B. Each party will submit to the other on or before Friday prior to the meeting, an agenda covering what they wish to discuss.
- C. All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities, unless otherwise mutually agreed.
- D. Should such a meeting result in a mutually acceptable amendment of the Agreement, then the amendment shall be subject to ratification by the Board and the Association.
- E. Upon request of either party, on or after April 1, preceding the termination of this Agreement, negotiations shall commence not later than 30 days after receipt of such request by the other party, for the purpose of fulfilling the mutual obligation to negotiate in good faith regarding a successor Agreement. Neither party shall be obligated to engage in such negotiations prior to such request.

- F. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. 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 the appropriate governing bodies on the same calendar date. After ratification by both parties, their representatives shall attach their signatures to the ratified agreement.
- G. There shall be three (3) signed copies for purposes of record: One retained by the Board, one by the Association, and one by the Superintendent.

ARTICLE XXIX - MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified, only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions in this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement during its duration shall be controlling. Upon employment by the Board, each new teacher shall be given a copy of the Master Agreement between the Board and the Association. Signing of the individual contract of employment by the teacher shall constitute agreement with the proper placement on the salary schedule provided that corrections may be made at any time during the term of that contract consistent with the information supplied to the administration upon signing.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Such specific provision or application shall be subject to renegotiation upon the demand of either party. Implementation of any and all State laws with respect to hours, wages, or any terms or conditions of employment of Association members shall be subject to provisions of Article XXVI. (Our intent is not to open the contract, but to retain the right to bargain any changes that affect us.)

- E. The Board shall furnish printed copies of this Agreement entitled "Master Agreement between the Hartland Consolidated School District and the Washtenaw-Livingston Education Association - MEA/NEA", to all teachers employed by the Board. One hundred (100) copies shall be furnished to the Association for its use.
- F. The Board shall provide a staff directory with names, addresses, and phone numbers (unless the staff member requests an unlisted number) for each teacher as early as possible in the fall of each year.

ARTICLE XXX - JOB SHARING

- A. With the approval of the Board, two (2) teachers may at their option agree to share a position that otherwise would be performed by a single bargaining unit member. A maximum of five (5) full-time positions for the purpose of job sharing may be made available. During the period of sharing a position, the teachers shall retain all rights of other teachers not sharing positions unless those rights are specifically altered in this Article.
- B. All teachers electing to participate in a job sharing position shall receive salary as described in Article XXVI, paragraph M, and insurance benefits as described in Article XXV, paragraph K. The teacher participating in job sharing shall receive prorated business days and sick days.
- C. It shall be the responsibility of the teachers involved in a shared position to arrange for meeting their responsibilities with respect to parent/teacher conferences, attendance at teacher meetings, and in-service activities with their building principal.
- D. By May 1 teachers shall notify the Board of their interest in applying for a shared position or continuing a current shared position for the following school year. The Board will respond no later than June 1 to all requests for shared positions. Job sharing positions shall terminate at the end of each school year, if indicated in writing by either teacher involved. Upon return from a shared position, provided that the teacher returning has greater seniority than the teacher filling the position and/or the position has not been eliminated, a teacher shall be placed in the same position as he held prior to taking the shared position.
- E. Teachers sharing a position may, with the approval of their building principal, agree to substitute for one another at no pay, in which event there will be no deduction in sick leave or business leave for the absent teacher.
- F. Prior to the layoff of any association member, the Board shall consider opportunities to use job sharing to reduce or eliminate the layoffs.

ARTICLE XXXI - SITE BASED DECISION MAKING

- A. The Board and the Association agree that employee participation in decision-making is a goal that can provide positive results for education. Site-based decision-making is a process for involving employees in decision-making through joint planning and problem solving. The provisions which follow are agreed to for the purpose of establishing the expressed conditions which shall govern any and all plans, programs, or projects included in the terms, site-based decision making, building-based decision making, school improvement, effective schools or other similar programs which hereafter will be referred to as SBDM.
- B. The SBDM plan shall establish no authority to modify in any manner the scope of collective bargaining between the Board and the Association, nor shall any SBDM committee engage in collective bargaining. The collective bargaining agreement shall not be modified either formally or informally in connection with the implementation of activities associated with SBDM plans except as agreed in writing by the Board and Association.
- C. If SBDM meetings or activities are scheduled during an employee's regular workday, the employee shall be released from duties without loss of time or pay to attend the meetings. Staff meetings may be used for SBDM meetings. If SBDM meetings or activities are scheduled beyond an employee's regular workday and/or year, the work shall be voluntary on the part of the employee.
- D. The Board will be responsible for funding of all costs related to SBDM plan activity.
- E. The Association reserves all rights that it may have, under law or the collective bargaining agreement, to bargain with the Board before any action is taken that affects the bargaining unit member.

ARTICLE XXXII - LEAST RESTRICTIVE ENVIRONMENT

Upon signing of this agreement, the employer shall immediately meet with the Association and fully advise it regarding the history and status of all current or prospective planning activities relating to the implementation of the least restrictive environment (LRE) concept throughout the intermediate school district, the district, or any portion thereof. Whether such planning has commenced or not, from the signing of this agreement forward, whenever such planning activities occur, the employer shall ensure that the Association shall be a full participant in any planning process involving the district, as well as in the formulation and presentation of employer's position as a part of any such planning activities involving the intermediate school district.

Such participation shall neither expressly nor by implication be deemed to be a waiver of the Association's right to bargain any working condition in accordance with its responsibilities pursuant to the Public Employment Relations Act, as amended.

ARTICLE XXXIII - DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2010 and shall continue in effect until August 31, 2013. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

**HARTLAND EDUCATION ASSOCIATION,
MEA/NEA**

By: Nancy Spranger
Its President

By: Shelly Gordiner
Chief Negotiator

By: [Signature]
Negotiator

By: [Signature]
Negotiator

By: [Signature]
Negotiator

By: [Signature]
Negotiator

By: [Signature]
Negotiator

By: [Signature]
Negotiator

By: _____
Negotiator

By: _____
Negotiator

By: _____
Negotiator

By: _____
Negotiator

By: _____
Negotiator

**HARTLAND CONSOLIDATED SCHOOLS'
BOARD OF EDUCATION**

By: [Signature]
Its President

By: [Signature]
Its Vice-President

By: [Signature]
Its Secretary

By: [Signature]
Its Treasurer

By: [Signature]
Trustee

By: [Signature]
Trustee

By: _____
Trustee

**APPENDIX A
SALARY
2009-2010 BASE SALARY SCHEDULE**

STEP	BA	BA+10	BA+20	BA+30/MA	MA+15	MA+30	MA+45
1	38,083	39,353	40,665	42,020	44,121	46,327	48,643
2	39,988	41,320	42,698	44,121	46,327	48,643	51,076
3	41,987	43,386	44,833	46,327	48,643	51,076	53,629
4	44,086	45,556	47,074	48,643	51,076	53,629	56,311
5	46,291	47,834	49,428	51,076	53,629	56,311	59,126
6		50,225	51,899	53,629	56,311	59,126	62,083
7		52,737	54,494	56,311	59,126	62,083	65,187
8		55,373	57,219	59,126	62,083	65,187	68,446
9		58,142	60,080	62,083	65,187	68,446	71,869
10		61,049	63,084	65,187	68,446	71,869	75,462
11				68,446	71,869	75,462	79,235

2010-11, 2011-12, and 2012-13: The salary formula articulated in this Appendix shall remain in place for all three years. It is also understood that, additionally, salaries will be adjusted per #2 of the Letter of Agreement signed March 21, 2010 (expires August 31, 2013) which is attached as an Addendum to this Collective Bargaining Agreement.

DESIGNATED AMOUNTS ARE SUBJECT TO MUTUAL CONFIRMATION OF PERCENTAGE INCREASE

I. SALARY SCHEDULE

The construction of the salary schedule is as follows; and is kept intact as raises are applied.

1. The salary increase will be applied to BA step one. To calculate this number, apply the raise to the previous year's BA step one and then round to the nearest penny. The following calculations will then be applied to develop the rest of the salary schedule, and rounded to the nearest dollar.
2. There is a 5% increase in each experience step.
3. There is a 3 1/3 % increase in the first three tract changes: BA to BA 10, BA 10 to BA 20, and BA 20 to BA 30 / MA. There is a 5% increase in each of the following tracts: MA to MA 15, MA 15 to MA 30, and MA 30 to MA 45 / SP.

Salary Increase Summary			
Found. Increase Range	Base Raise	Additional Raise per New Student	
		Intent	Formula
-1% to 0%	0%	Prorated from 0.002 per new student at 0% FA to 0% per new student at negative (-1%) FA	$(1 + \text{FA}\% \text{ change}) \times 0.002$ per new student
0% to 1%	60% of FA	Per student increment will remain at 0.002	0.002 per new student
From 1% to 3%, salary is capped at 110% of FA. Above 3% the raise is capped at 0.3% above FA increase.	60% of FA	Determined so that raise is 60% of FA at 0 new students and 110% of FA at 250 new students.	0.002 per new student \times % increase in FA
At or below negative (-1%) FA change, the salary change will be 0%			

Per pupil funding for this agreement is defined as the per pupil foundation allowance, whether that money is allocated through the present method, or through any other monies that represent the foundation allowance grant.

The percentage increase to BA, Step 1 shall be determined by adding together two parts, the base raise, determined from the foundation allowance increase, and an additional raise based on the number of new students on a September count to September count basis.

For other than negative foundation allowance changes, the base raise shall be 60% of the percentage increase in foundation allowance. For negative foundation allowance changes the base raise shall be zero.

For foundation allowance increases of 1% and above, the additional raise, based on new students, shall be determined by multiplying the percentage foundation allowance increase by 0.002 and multiplying that product by the number of new students. For foundation allowance increases between 0% and 1% the additional raise shall be determined by multiplying the number of new students by 0.002. For foundation allowance changes between 0% and negative 1% the additional raise shall be determined by multiplying the number of new students by $(1 + \text{foundation allowance change}) \times 0.002$.

Caps

For foundation allowance changes at or below negative 1% the raise will be zero. For foundation allowance changes of 1% or above, the total raise will be capped at 110% of the foundation allowance or 0.3% above the foundation allowance increase, whichever is less.

Because the Total Raise and therefore Schedule A are dependent on the student count as of the Fall Count Day, it will not be possible to determine the Total Raise, and therefore Schedule A, as of the first day of school. However the Base Raise as determined by the example above shall be implemented on the first pay date of the school year. The Total Raise shall be determined after the Fall Count Day; then Schedule A shall be adjusted and implemented by the fourth pay date following the Fall Count Day. The parties will meet to determine adjustments upon completion of the audit.

- II. For teachers hired after June 30, 1997, the MA+45/Spec tract of the salary schedule will not be available. This shall not limit the availability of this tract for those on the teachers' seniority list before June 30, 1997. It is understood that this topic shall be a subject of bargaining in the future.
- III. The provisions of the paragraphs below shall be in effect annually beginning with the 1994/95 school year.
 - A. Teachers with 15 years of service to the Hartland Consolidated School District will receive an additional 1.5% of MA, step 11.
 - B. Teachers with 20 years of service to the Hartland Consolidated School District will receive an additional 3.0% of MA, step 11.
 - C. Teachers with 25 years of service to the Hartland Consolidated School District will receive an additional 6.0% of MA, step 11.
 - D. Teachers may elect to receive longevity pay as an addition to their base salary or as a lump sum to be paid on the first pay date after the end of first semester.
 - E. Retiring teachers eligible to retire under the State Retirement System shall receive a retirement allowance equal to the number of years of service to the Hartland Consolidated School District multiplied by 0.12% of MA, step 11.
 - F. The district shall, as a benefit to the teacher, pay the teachers' contribution to the Michigan School Employees' Retirement Fund.

APPENDIX A1 - SALARY INFORMATION

- A. To qualify for the BA tract of the schedule, the teacher must hold a baccalaureate degree from a college or university approved by the Michigan Department of Education for teacher preparation, and hold a valid Michigan teaching Certificate. Teachers holding degrees from other colleges or universities may qualify by having their credits accepted by an approved school.
- B. To qualify for the BA+10, 20, or 30 tract of the schedule, the teacher must meet the qualifications for the BA tract, and submit evidence of successful completion of indicated hours of graduate credit beyond the baccalaureate degree.
- C. To qualify for the MA tract of the schedule, the teacher must hold a Master's degree in school administration, guidance and counseling, or a subject field recognized by the State of Michigan for certification. The degree must be from a college or university that meets the same requirements as outlined by the BA tract.

To qualify for the MA+15, 30, or 45/Specialist tract, a teacher must meet the requirements of the MA tract, hold a valid Michigan teaching certificate and present evidence of the successful completion of the indicated hours of credit contemporaneously or after the requirements for the MA degree are completed.

- D. An unofficial transcript must be on file at the Central Office as evidence of successful completion of graduate hours. An official transcript that verifies the credit must be on file as soon as possible thereafter.
- E. The Superintendent prior to enrollment in the course may approve College or university credit for other than graduate courses. A committee of Association members and administration may review the course and make a recommendation to the Superintendent.
- F. Teachers who have earned credit hours prior to January, 1987 shall have those credits applied toward salary tract adjustments according to standards in effect prior to September 1, 1986, and shall thereafter maintain those credit hours. Such hours must be confirmed with the Superintendent by July 1, 1987 to be preserved.

APPENDIX B

The designation of an activity in this Appendix does not require that it shall be implemented or that if implemented will be filled by a unit member for pay. The Board shall retain the right to fill the position with anyone it deems qualified to fill the position, either for pay or on a volunteer basis. The following shall be the schedule for unit members performing duties as indicated:

	High School		Middle School	
Baseball	9%	7%		
Basketball	11%	8%	6%	
Cross Country	5.5%		3%	
Football	11%	8%		
Golf	6.5%	4%		
Ice Hockey	11%			
Skiing	5.5%			
Soccer	9%	7%	6%	
Softball	9%	7%	3%	
Tennis	9%	7%		
Track	9%	7%	6%	
Volleyball	11%	7%	3%	
Wrestling	11%	8%	3%	
Gymnastics	4%	3%		
Elementary				
Cheerleading				
Fall	4%	3%	3%	2%
Winter	4%	3%	3%	2%
Pom				
Fall	4%			
Winter	4%			2%
Elementary				
Intramurals	3%	3%	3%	

- B. Percentages are based upon the number of years of coaching experience in that sport, and to be applied to the base level of the BA tract (first year through five years on BA tract, succeeding years on BA+10 tract). Incoming coaches will be given up to five years of experience credit, and full credit after being granted teacher tenure.
- C. Payment is to be made in a lump sum at the end of the respective season after inventory is made, equipment stored, and the athletic director files the material requisition for the following season with the principal. Authorization for payment shall be submitted to payroll no later than two (2) weeks after the necessary reports have been filed with the athletic director.

Upon request of the employee, payment shall be made in a manner which will minimize the deduction for income tax purposes, provided it is within the capabilities of the data processing system and legally permissible.

- D. It shall be the responsibility of the athletic director to provide a complete job description for each coach and Association two (2) weeks prior to the opening of that sport season. The job description shall include a list of the rules and regulations for the Hartland Athletic Department, expected duties and responsibilities of the coach and a complete schedule for availability of practice facilities and athletic contests.
- E. It shall be the function of the athletic director to provide written evaluations of each coach listed in Appendix B. Evaluations shall be based on direct observation of the coaches' performances by the athletic director or his designee. The Coaches' Evaluation Form in Appendix F shall be used as the basis of all evaluations. Within ten (10) school days after the evaluation, the athletic director shall hold a conference with the coach for the purpose of discussing the evaluation. Each coach shall be evaluated at least twice during his/her sport season.
- F. Approved summer programs will be compensated at \$150.00 per coach and will be paid at the conclusion of the program. The description for each approved summer program shall be provided to the coach involved and included in the job description for the coach's position if the summer program is mandatory.

II. CO-CURRICULAR ACTIVITIES

Debate	5% (Assistant 3%)		
Quiz Bowl (HS, HMS, FIS)	5% (Assistant 3%)		
Forensics	5% (Assistant 3%)		
Mock Trial	2%		
Yearbook – High School	5%		
Hartland Art Show Director	2%		
Science Olympiad (1 HS, 2 MS)	2%		
Science Fair (1 each EL, 1 MS)	2%		
Social Studies Olympiad	2%		
Optimists' Oratorical Contest (1)	2%		
Jason Project Coordinator	2%		
Safety Patrol Coordinator	2%		
Student Council Sponsor High School (1)	2%		
Student Council 7/8 Grade Activities Coordinator	8%		
Sponsors of clubs authorized by the district, including, but not limited to: Spanish, French, German, Drama, Varsity, DECA, Ski, and Auto	1%		
DECA Competition Leader	2%		
HS Student Activities Coordinator	10%		
FIS 6 th Grade Student Activities Coordinator	2%		
Outdoor Education Coordinator	2.5%+F		
FIS Lego League	6% (Assistant 2%)		
Dramatics	1 play at 5% 1 musical at 10%	5% per play, maximum of 3	
Instrumental Music	10%	7%	4%
Instrumental Music Asst. Director	3%		
After school practices, concerts, festivals, football and basketball games, graduation, summer camp, marching band)			
National Honor Society	1%	0.5%	
Class sponsors (2 each)	5%	4%	3%
			3%

- B. Percentages are based on the number of years sponsoring or teaching the designated co-curricular activity in the Hartland Consolidated Schools, applied to the base level of the BA tract (first year through five years on the BA tract, and succeeding years on the BA+10 tract).
- C. The percentages are to be paid in addition to the teacher's contracted salary in equal amounts according to the method selected by that teacher for regular payment of salary (either in 21 or 26 paychecks) or as a lump sum after completion of the sponsored event. When payment is made over 21 or 26 paychecks, this amount shall be indicated on the individual contract that the teacher receives as a rider to that contract as consideration for the additional co-curricular activities.
- D. Driver Education Instructors – 0.075% of BA 1 per hour.
- E. Vocal music instructor will be paid 0.4% of BA 1 for each concert. 0.1% of BA 1 will be paid to the director each time he/she accompanies a choral group to any event authorized by the building principal.
- F. Each teacher who participates in the outdoor education program will be compensated as follows:
 - 0.12% of BA 1 per evening
 - 0.20% of BA 1 per overnight
- G. Saturday School supervision – 0.07% of BA 1 per hour
- H. Other approved activities not otherwise compensated shall receive 0.07% of BA 1 per night. All dances shall have a minimum of four (4) sponsors.

III. LEADERSHIP POSITIONS

- A. Department chairpersons shall receive 8% of the BA tract based on the number of years experience as department chair for years one through five, and on the BA+10 tract for succeeding years.
- B. The amount shall be paid in addition to the teacher's contracted salary in equal amounts according to the method selected by that teacher for regular payment of salary (either in 21 or 26 paychecks). This amount shall be indicated on the individual contract that the teacher receives as a rider to that contract as consideration for the additional curriculum development work.

NCA / School Improvement Building Chairs (1 per building)	2%
NCA / School Improvement Committee Chairs (3 maximum per building)	0.4%
Superfund Chair	1%

- D. Percentages are based on the number of years in the designated leadership position in the Hartland Consolidated Schools, applied to the base level of the BA tract (first year through five years on the BA tract, and succeeding years on the BA+10 tract).
- E. The percentages are to be paid in addition to the teacher's contracted salary in equal amounts according to the method selected by that teacher for regular payment of salary (either in 21 or 26 paychecks) or as a lump sum after completion of the sponsored event. When payment is made over 21 or 26 paychecks, this amount shall be indicated on the individual contract that the teacher receives as a rider to that contract as consideration for the additional Leadership Position.

V. ATHLETIC-RELATED POSITIONS

- A. The athletic director will describe and set forth the duties of all athletic-related positions.

1. Ticket Manager:	
J.V. and Varsity Football and Basketball	\$17 per night
Freshman Football	\$12 per night
All Other Activities (including but not limited to, Baseball, Track, Wrestling, and MS Events)	\$12 per night
2. Ticket Sellers and Takers	\$12 per night
3. High School or Middle School Track Meet Manager	\$22 per meet
4. Crowd Control	\$12 per night
5. Bus Sponsors	\$17 per night
6. Timers and Scorers	
J.V. and Varsity Football and Basketball	\$17 per night
Freshman Football	\$14 per night
Others (including but not limited to Track, MS Events, and Freshman Basketball)	\$12 per night

- VI. Athletics and other activities are not subject to tenure, and the Board may drop any activity.

**APPENDIX C SCHOOL CALENDARS, PROFESSIONAL DEVELOPMENT DAYS,
COMPENSATORY DAYS, etc.**

- A. 1. The first scheduled teacher workday will be district organized and shall be devoted to district wide initiatives and group meetings.
2. There shall be five (5) full days that will be devoted to teacher participation in professional development activities including, but not limited to, teacher planning and preparation, grading and record work, curriculum study, and the upgrading of professional skills. For the purposes of defining their use the five (5) full days of professional development will be divided into two and one half (2 ½) Administrative Days and two and one half (2 ½) Teacher Option Days. For the Teacher Option Days, teacher input will be solicited by a teacher committee chosen by the teachers in each building prior to finalization of plans for the Professional Development Day in each building. The committee will notify the principal of the agenda no less than ten (10) days prior to the Professional Development Day. Under no circumstances shall any teacher be requested or directed to attend activities that are not on the Teacher Option Day agenda. For the Administrative days, the agenda will be posted by the teachers no less than ten (10) days prior to the Professional Development Day. The agenda will then be distributed to the staff of that building. Participation in these activities is mandatory. To insure that all professional development time is relevant and beneficial to each individual, waivers shall be granted to those showing competency in that activity. Additionally, waivers may be granted when an individual shows that the proposed activity is not relevant to the teacher's need.

On Professional Development Days, the reporting times for all teachers shall be 8:00 a.m. – 3:00 p.m.

- B. Each teacher shall be credited with two half (½) compensatory days per school year for the purpose of curriculum/professional development. The teacher shall do the scheduling of the curriculum/professional development days. The content of the professional development time shall include activities beyond daily normal classroom duties which directly affect student performance. Such activities include, but are not limited to, 1) planning and preparing for activities such as the following: instruction which is new to the curriculum, new strategies and practices, or instruction relating to training received, 2) upgrading of professional skills, 3) other professional development activities with prior approval of the Assistant Superintendent of Personnel and Student Services. The scheduling of the compensatory day shall be pursuant to Article XIX, Paragraphs A, B and C. Each employee taking a curriculum compensatory day shall fill out a form developed by both parties.
- C. The fall half (½) day conference preparation day shall be used for teacher preparation for the parent/teacher conferences.
- D. In the event it becomes necessary for a teacher to confer with any parent, the teacher shall make contact with that parent suggesting a personal meeting be arranged.

- E. Teacher records days shall be devoted to teacher work on grading of student work and the compilation of student records. Within this context, the use and location of this time shall be at the discretion of the teacher.
- F. In addition to the first scheduled Teacher workday, all Teachers are required to work one day prior to the first student day but no earlier than August 15th.
- G. The spring elementary half (½) day conference/records day shall be used for necessary parent/teacher conferences and/or record work. No records or report letters for the third marking period will be due until after the elementary conference/records day.
- H. No records or report letters for either semester will be due until after the records day for that semester.
- I. Student instruction days to be rescheduled pursuant to the provisions of Article XXIV, D. shall be rescheduled on the next available weekday date after the last scheduled student day unless otherwise mutually agreed between the parties.

In the event there is a state requirement regarding online Professional Development, and the guidelines permit, the parties agree that the state-required five (5) hours of online Professional Development shall be met by replacing five (5) of the seven (7) existing PLC hours, or the teacher may choose to participate in online Professional Development on a Teacher Option Professional Development Day. The parties understand and agree that the online hours are not in addition to the existing requirement of five (5) Professional Development days. Given the opportunity by state guidelines, individual teachers shall engage in the online Professional Development of their personal choice that satisfies state requirements. In the event the state guidelines do not permit the agreement as outlined above, the parties agree to meet to bargain an agreement regarding online Professional Development which is consistent with state guidelines.

HARTLAND CONSOLIDATED SCHOOLS 2010-11 SCHOOL CALENDAR

August 2010	31	New teachers report
September 2010	1	Staff Breakfast – teacher work day
	2	One teacher workday required between Aug. 16 & 31 - date optional
	7	Professional Development (Admin) - no students First day of school
October 2010	8	Professional Development – no students
	15	End of first marking period – High School
November 2010	2	Professional Development - Parent-Teacher Planning – no students
	3	Elementary P/T Conferences following regular school day, 5-8 p.m.
	4	Farms P/T Conferences following regular school day, 5-8 p.m.
	5	End of first marking period – K-8
	9	Elementary P/T Conferences following regular school day, 5 – 8 p.m.
	10	Farms P/T Conferences following regular school day, 5-8 p.m.
	11	High School P/T Conferences following regular school day, 4-7 p.m.
	12	Parent/Teacher Conferences during school day - no students
	16	Middle School P/T Conferences following regular school day, 4-7 p.m.
24-26	Thanksgiving Break - no school students or staff	
December 2010	3	End of second marking period – High School
	23-31	Holiday Break, no school students or staff
January 2011	3	School Resumes
	17	Martin Luther King Day – no school students or staff
	25	High School Exams, 1/2 day
	26	High School Exams, 1/2 day
	27	High School Exams, 1/2 day
		End of marking period - K-12
	28	Teachers Records Day, no students End of 1st Semester
February 2011	25-28	Mid-Winter Break, no school students or staff
March 2011	11	End of fourth marking period – High School
	25	Professional Development/Parent-Teacher Conf. – no students
April 2011	1	End of third marking period – K-8
	4-8	Spring Recess – no school for students or staff
	22	Good Friday Holiday – no staff or students
	29	End of fifth marking period – High School
May 2011	27	Professional Development – no students
	30	Memorial Day - no school students or staff
June 2011	8	High School Exams, 1/2 day
	9	High School Exams, 1/2 day
	10	High School Exams, 1/2 day Last Day of School , ½ day school – PM Teacher work day If needed, snow day make ups begin June 13

Note: 173 student days, 182 teacher days (7-12) + 7 hours of PLC (5 hours for no prep schedule years) = 183.
183 teacher days, (K-6) + 7 hrs PLC = 184 days.

HARTLAND CONSOLIDATED SCHOOLS 2011-12 SCHOOL CALENDAR

August 2011	30	New teachers report
	31	Staff Breakfast – teacher work day One teacher workday required between Aug. 15 & 30 - date optional
September 2011	1	Professional Development (Admin) - no students
	6	First day of school
October 2011	7	Professional Development -- no students
	14	End of first marking period – High School
November 2011	1	Professional Development - Parent-Teacher Planning – no students
	2	Elementary P/T Conferences following regular school day, 5-8 p.m.
	3	Farms P/T Conferences following regular school day, 5-8 p.m.
	4	End of first marking period – K-8
	8	Elementary P/T Conferences following regular school day, 5 – 8 p.m.
	9	Farms P/T Conferences following regular school day, 5-8 p.m.
	10	High School P/T Conferences following regular school day, 4-7 p.m.
	11	Parent/Teacher Conferences during school day - no students
	15	Middle School P/T Conferences following regular school day, 4-7 p.m.
23-25	Thanksgiving Break - no school students or staff	
December 2011	2	End of second marking period – High School
	23-31	Holiday Break, no school students or staff
January 2012	3	School Resumes
	16	Martin Luther King Day – no school students or staff
	24	High School Exams, 1/2 day
	25	High School Exams, 1/2 day
	26	High School Exams, 1/2 day
		End of marking period - K-12
	27	Teachers Records Day, no students End of 1st Semester
February 2012	24-27	Mid-Winter Break, no school students or staff
March 2012	9	End of fourth marking period – High School
	23	Professional Development/Parent-Teacher Conf. – no students
	30	End of third marking period – K-8
April 2012	6-13	Spring Recess – no school for students or staff
	27	End of fifth marking period – High School
May 2012	25	Professional Development – no students
	28	Memorial Day - no school students or staff
June 2012	6	High School Exams, 1/2 day
	7	High School Exams, 1/2 day
	8	High School Exams, 1/2 day
		Last Day of School , ½ day school – PM Teacher work day If needed, snow day make ups begin June 11

Note: 173 student days, 182 teacher days (7-12) + 7 hours of PLC (5 hours for no prep schedule years) = 183.
183 teacher days, (K-6) + 7 hrs PLC = 184 days.

HARTLAND CONSOLIDATED SCHOOLS 2012-13 SCHOOL CALENDAR

August 2012	28	New teachers report
	29	Staff Breakfast – teacher work day
	30	Professional Development (Admin) - no students One teacher workday required between Aug. 16 & 31 - date optional
September 2012	2	
	4	First day of school
October 2012	5	Professional Development – no students End of first marking period – High School
November 2012	6	Professional Development - Parent-Teacher Planning – no students
	7	Elementary P/T Conferences following regular school day, 5-8 p.m.
	8	Farms P/T Conferences following regular school day, 5-8 p.m.
	9	End of first marking period – K-8
	13	Elementary P/T Conferences following regular school day, 5 – 8 p.m.
	14	Farms P/T Conferences following regular school day, 5-8 p.m.
	15	High School P/T Conferences following regular school day, 4-7 p.m.
	16	Parent/Teacher Conferences during school day - no students Middle School P/T Conferences following regular school day, 4-7 p.m.
	21-23	Thanksgiving Break - no school students or staff
	December 2012	
24-31		Holiday Break, no school students or staff
January 2013	7	School Resumes
	14	Martin Luther King Day – no school students or staff
	22	High School Exams, 1/2 day
	23	High School Exams, 1/2 day
	24	High School Exams, 1/2 day End of marking period - K-12
	25	Teachers Records Day, no students End of 1st Semester
February 2013	22-25	Mid-Winter Break, no school students or staff
March 2013		End of fourth marking period – High School
	22	Professional Development/Parent-Teacher Conf. – no students
	29	Good Friday Holiday – no school for staff or students End of third marking period – K-8
April 2013	1-5	Spring Recess – no school for students or staff
May 2013	24	Professional Development – no students
	27	Memorial Day - no school students or staff
June 2013	10	High School Exams, 1/2 day
	11	High School Exams, 1/2 day
	12	High School Exams, 1/2 day
		Last Day of School , ½ day school – PM Teacher work day If needed, snow day make ups begin June 13

Note: 173 student days, 182 teacher days (7-12) + 7 hours of PLC (5 hours for no prep schedule years) = 183.
183 teacher days, (K-6) + 7 hrs PLC = 184 days.

APPENDIX D

GRIEVANCE REPORT FORM

Distribution:

Grievance # _____
Hartland Consolidated School District

1. Superintendent
2. Principal
3. Association
4. Teacher

Submit in Duplicate to Principal

GRIEVANCE REPORT

Building	Assignment	Name of Grievant	Date Filed

STEP I

A. Date cause of grievance occurred _____

B. 1. Statement of grievance (cite provisions violated) _____

2. Relief sought _____

Signature Date

C. Disposition by Principal _____

Signature Date

D. Position of Grievant and/or Association _____

Signature Date

STEP II

A. Date received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP III

A. Date submitted to Arbitration _____

B. Disposition of Arbitrator _____

Signature of Arbitrator Date of Decision

NOTE: All provisions of Article XXVI of the Agreement will be strictly observed in the settlement of grievances. If additional space is needed in reporting Section B1 and 2 of Step I, attach an additional sheet.

APPENDIX E
Hartland Consolidated Schools
CLASSROOM EVALUATION FORM

Teacher _____ School _____ Date _____

Subject or Grade _____ Time In _____ Time Out _____

Instruction

	S	US	NO
A. Knowledge of subject matter			
B. Use of lesson plans			
C. Challenges, encourages, and guides critical thinking			
D. Leads pupils in solving problems			
E. Conducts discussions to encourage pupils to express ideas accurately and completely			
F. Helps to develop desirable work and study habits			
G. Makes clear assignments and direction with ample time allotment			
H. Uses a variety of methods in presenting subject matter, including audio-visual			
I. Provides for testing and summarization			
J. Recognition of student emotional, social, and academic needs			

Management

A. Accuracy and punctuality in clerical work			
B. Responsibility regarding duties and routines			
C. Classroom control and management			
D. Physical appearance of classroom			
E. Use and care of equipment			

Continued

Classroom Evaluation Form - Continued

Personal Qualities

S US NO

A. Enthusiasm			
B. Adaptability			
C. Judgment			
D. Appearance (dress and grooming)			
E. Poise and self confidence			
F. Self control			
G. Alertness			
H. Professional relationships			

Ratings: S = Satisfactory
 FA = Focus Area (to be indicated by marking "FA" in satisfactory column)
 US = Unsatisfactory
 NO = Not Observed

If any areas are checked "Focus Area" or "Unsatisfactory", additional comments shall be included to indicate why and how a teacher could improve. If an evaluation is found to be unfavorable a summary paragraph, noting critical areas, shall also be included. If a teacher so desires, he/she may include any comments about any areas. Additional pages may be attached to this form by either the observer or the teacher. Positive comments are also encouraged.

_____ Based upon this evaluation, the Evaluator finds the work of the teacher to be "Favorable".

_____ Based upon this evaluation, the Evaluator finds the work of the teacher to be "Unfavorable".

 Evaluator Signature

 Date

The teacher should sign and date all three (3) copies upon receipt and return two (2) copies to the Evaluator. Signature by the teacher signifies receipt of the Evaluation Form only.

 Teacher Signature

 Date

EVALUATION WORKSHEET

→ Review procedures with new teachers within 2 weeks of their first day of work ←

	Tenure Teachers	Probationary Teachers
Frequency	At least every third year Two (2) evaluations during evaluation year	Every year – three (3) evaluations per year (at least 60 days between first and last evaluation as per state law)
Deadline for first evaluation	February 1	December 10
Deadline for completion of all evaluations	May 1	May 1

TIME SPANS

Pre-conference meeting to observation	Ten (10) working days – Fifteen (15) working days by agreement between evaluator and teacher
Observation to delivery of evaluation form	Five (5) working days
Delivery of form to post-conference	Five (5) working days
Post-conference to revisions (if needed)	Five (5) working days
Observation to new post-conference (if needed)	Fifteen (15) working days
Final post-conference to Improvement Plan	Ten (10) working days
Between cycles	Fifteen (15) days minimum from latest event of the following to next observation: the date the final copy of an evaluation form an improvement was signed; the date the final post-conference was held following an observation; the date an improvement plan was completed and approved

Teacher _____

Status: Tenure Probationary

	Pre-Conference	Observation	Delivery of evaluation form	Post-conference	Revised evaluation (if needed)	New post-conference (if needed)	Approved Improvement Plan
1							
2							
3							
4							

EVALUATION TERMS

An administrator has a continuum of options when a teacher's performance in an area is found to be in need of improvement. Unsatisfactory indicates the most serious deficiency. Next comes Satisfactory but with the designation Focus Area. For a lesser concern, an administrator could find an area Satisfactory but offer comments, orally or in writing, citing a need for improvement or professional development. Lastly, an administrator could find an area satisfactory but ask the teacher to identify professional goals for the year.

Unfavorable:

An overall Unfavorable evaluation means that there are deficiencies in one or more areas of the evaluation which are severe enough to judge the teacher's performance unsatisfactory to the degree that termination may be recommended. Such a recommendation is of increased likelihood if the teacher in question has previously received an Unfavorable evaluation and, even with an improvement plan, did not make satisfactory gains.

Unsatisfactory:

This designation means that a teacher's performance in the indicated area is not at an acceptable level. It signifies that an area is clearly deficient and requires immediate attention. Thus, it should not be used solely to point out that there is room for improvement. By contract, an improvement plan must be prepared. An Unsatisfactory may or may not mean that a teacher's overall performance is Unfavorable at the time of the evaluation. However, a Favorable evaluation may become Unfavorable in future evaluations if concerns are not addressed and rectified. A narrative attachment to the evaluation should cover the specifics of the concern.

Focus Area:

This designation indicates a concern on the part of the administrator over a teacher's performance in a given area but, at the moment, the performance in that area is still Satisfactory. The concept of "room for improvement" is appropriate for this designation. By contract, the preparation of an improvement plan is required. If improvements are not forthcoming, a Focus Area could become an Unsatisfactory in future evaluations. A narrative attachment to the evaluation should cover the specifics of the concern. A Focus Area shall be indicated by writing FA in the appropriate box on the Evaluation form under the Satisfactory (S) column.

Satisfactory with oral or written comments:

At times an administrator may have minor concerns over a teacher's performance in an area. Perhaps it is an area that needs strengthening; perhaps more professional growth is needed; perhaps more movement in the direction of curricular goals adopted by the district is desired. In such cases, an administrator may mark an area as Satisfactory but address the issue at the post-conference meeting. An attachment to the evaluation is appropriate.

Satisfactory with a request for formulation of professional goals:

At times an administrator may find a teacher's performance fully satisfactory but desires the teacher to identify professional goals so that growth as an educator continues. In such cases, this could be addressed at a post-conference meeting but might not result in any attachment to an evaluation.

Attachment to the Letter of Agreement dated June 4, 2002 regarding Classroom Evaluation

HOW TO WRITE A TEACHER IMPROVEMENT PLAN

A requirement when a teacher receives a Focus Area of Unsatisfactory on the Teacher Evaluation form.

The Contract

Article XXIII, Section VII.A: "A teacher improvement plan shall set forth in specific terms and detail each of the following for each deficiency noted in the Classroom Evaluation form: the nature of the deficiency; suggestions for improvement; assistance that shall be provided the teacher by the district in overcoming the deficiency; a description of the level of performance that will reasonably satisfy the evaluator; and a timeline of expectations for improvement."

What it Means

In simpler terms, the following shall be done: Each Focus Area or Unsatisfactory will be a Roman numeral on an Improvement Plan. Point A under each Roman numeral will be criteria for successful performance. Point B will be the timeline. Point C will be the assistance offered by the district. Point D will be suggestions for improvement.

How it Looks

- I. Deficiency #1: The administrator shall site the language from the Classroom Evaluation form and explain the deficiency clearly.
 - A. Criteria for Success: The administrator shall detail the criteria in clear, specific terms.
 - B. Timeline: This is typically the date of the next evaluation or a lengthier period.
 - C. Assistance: The administrator shall complete this section with input from the teacher being evaluated and the mentor/assisting teacher if one is in place.
 - D. Suggestions for Improvement: Typically, the suggestions are written by the teacher being evaluated and the mentor/assisting teacher if one is in place, but: Article XXIII, Section VII.C: "...a draft of the teacher improvement plan based on the evaluation shall be written by the mentor or assisting teacher and the teacher being evaluated with as much input as is requested of the evaluator or offered by the evaluator...Sole authority over the content of the plan shall rest with the evaluator."
 - 1.
 2. (etc.)
- II. Deficiency #2

An Example

I. "Makes clear assignments and direction with ample time allotment": Students were unclear about the specific requirements of the assignment given as evidenced by the number of questions they had. The task you assigned had too many steps and required too much of the students in a very short period of time which is why they appear anxious and overwhelmed.

- A. Criteria for Success: Provide a clear, concise task; Provide enough time for task
- B. To be completed by the next evaluation to take place no sooner than (date).
- C. Assistance: release time to mentee and assisting teacher; professional development
- D. Suggestions for Improvement: providing clear, concise instructions for an assignment and allowing enough time for completion.
 - 1. Use overhead when appropriate
 - 2. Read/display examples when appropriate
 - 3. Activity will not begin until all or almost all questions are answered. This will make monitoring easier and will help to minimize questions later.
 - 4. Review instructions before transitions to work time. At this time, students will be asked to remain in seats and hold questions until everyone is settled into work. This will allow teacher to monitor the transition more carefully.
 - 5. Design lessons so number of tasks is manageable while taking amount of time into account.
 - 6. With about five minutes left in the period, a warning will be given to class so that students can reach a good stopping point and so that teacher can outline expectations regarding work completion, homework and due dates.

**APPENDIX F
COACHES' EVALUATION FORM
Hartland Schools Athletic Department**

Coach	Assignment	Building	Date		
I. <u>Personal Qualities</u>		S	US	NO	
A. Principal					
B. Athletic Director					
C. Other Coaches					
D. Teaching Staff					
E. Community					
F. Media					

II. <u>Professional Responsibilities</u>				
A. Rapport with athletes				
B. Meets needs of athletes				
C. Uses desirable techniques				
D. Knowledge of sport and rules				
E. Organizes programs				
F. Care of equipment				
G. Equipment inventory completed				
H. Equipment requests completed				
I Attends professional meeting, clinics, etc.				
J. Personal appearance				
K. Supervision of locker and training rooms				

III. If any areas are checked "Unsatisfactory" additional comments shall be included to indicate why and how a coach could improve. If a coach so desires he/she may include any comments about any areas. Additional pages may be attached to this form by either evaluator or coach. Positive comments are encouraged. Signature of coach signifies receipt of evaluation only.

RATINGS: S = Satisfactory US = Unsatisfactory NO = Not Observed

Signature of Athletic Director	Date
Signature of Coach	Date
Signature of Principal	Date

LETTERS OF AGREEMENT

Letter of Agreement Between

HARTLAND CONSOLIDATED SCHOOLS and

HARTLAND EDUCATION ASSOCIATION/MEA/NEA

Re: 2010-13 Collective Bargaining Agreement

It is the mutual intent of the parties to work in a collaborative fashion to maintain the financial integrity of the school district during a time of financial hardship at minimum impact to the wages, benefits, and working conditions of HEA members. The parties recognize that the current financial picture is not complete, and may not be complete for several months into the future. As such, the following represents the parties' best efforts to fashion solutions to problems which may arise in the future. The parties hereby affirm their commitment to work together on an ongoing basis to achieve their mutual intent.

As a result, the parties seek to find ways to avert or cushion a shortfall with the understanding that dealing with such a shortfall at this time averts a greater crisis in the future. The parties understand that the amount of shortfall depends on factors including but not limited to foundation allowance, student count, student/staff ratio, benefit costs. For purposes of this Letter of Agreement, the parties agree to base necessary cuts on an agreed upon dollar amount (target reduction figure) to be increased or decreased subject to increase or decrease in base criteria. Base criteria shall include foundation allowance, health insurance premium, enrollment numbers, and retirement rate.

Example for 2010-2011: Target reduction figure is 71% of \$3,500,000 (\$2,485,000)

Assume \$300 foundation decrease, 6.5% health insurance increase, negative 55 student count, and a retirement rate of 17.74%

The parties agree to meet during the latter half of January in each year of this agreement, unless otherwise agreed upon, to set the initial target reduction figure - equal to the proportionate percentage of teacher salary to total district salary, based on previous year's actual expenditure - applied to the amount considered to be necessary for district wide reductions. As a basis of discussion, the parties will initially determine what modifications need to be made to achieve the goal of a fund balance of 1.77% in the coming year. The target reduction figure shall be amended based on projected increases and decreases in the base criteria. Reductions shall be achieved through some or all of the enumerated items which follow. In the event the target reduction figure cannot be met based on concessions included in this Letter of Agreement, upon demand of either party, the contract will be reopened on economic items and bargaining will begin within 30 days. The parties agree without reservation that the enumerated items which follow are not desirable nor do they represent the standards to which Hartland Consolidated Schools holds itself. In the event that the following reductions must be made, the parties commit their resources and energies to make all possible attempts to return to current standards or standards that exceed those currently in place as soon as possible.

Upon ratification of the Tentative Agreement for the 2010-2013 Collective Bargaining Agreement (CBA), the parties agree to the following conditions and deviations from the Collective Bargaining Agreement:

1. This Letter of Agreement shall expire August 31, 2013. By mutual agreement, the parties may cause any item in this agreement to expire prior to such date.
2. Wages: The salary formula articulated in the 2008-10 CBA shall remain in place. Additionally, in the event the foundation allowance is reduced from the previous year, the current salary formula shall be applied to determine a wage "give-back" amount.

Example: Foundation is reduced 3% from previous year. Give-back amount is calculated as follows:

$$.03 \times .60 = .018, \text{ or } 1.8\%.$$

The give back amount would be calculated at 1.8% of the employee's base salary.

The salary schedule shall not be reduced. The give-back amount shall be deducted from the employee's salary through a contribution to a Flexible Spending Account, to be used for an employee contribution to insurance premiums which would otherwise be paid by the Board.

3. Article VIII Curriculum Development: The parties agree to suspend the appointment of Department Chairpersons. The Board agrees to establish and convene a committee charged with the task of exploring decision making procedures such as the Lean Principle. Decision making procedures regarding curriculum shall be specifically addressed. Teacher members of the committee shall be selected and appointed by the HEA. The committee shall report on its recommendations to a joint meeting of the bargaining teams no later than June 1, 2010.

The parties agree to suspend the provisions of section L. Specifically, the fund for discretionary expenditures for curriculum work, discretionary expenditures by the Curriculum Director, and stipends for mentor teachers shall be suspended.

4. Article V Teaching Hours and Class Loads: The parties agree to modify hours, preparation periods, and meeting requirements for grades 7-12 as follows:

All grade 7-12 teachers shall have a preparation period prior to the beginning of the student day. The amount of time a teacher spends in preparation is to be determined by the teacher. Except for up to 2 days per month, preparation time is site optional. On those 2 days per month (same days each month scheduled at beginning of school year) teachers may be required to report on site up to 40 minutes immediately prior to the beginning of the student day for the purpose of staff meetings, department meetings, and other necessary meetings, in lieu of scheduling them after school. The student day shall not begin before 7:35AM.

At the conclusion of preparation time, teachers will teach 6 classes.

On days that teachers are required to report for meetings, the maximum amount of time the teacher is required to be on site is 7 hours 27 minutes.

On all other days, the maximum amount of time the teacher is required to be on site is 6 hours 47 minutes.

Preparation time is in addition to the maximum hours cited above.

Grade 7-12 teachers shall not be assigned any duty time.

5. Grade 7-12 teachers shall be relieved of the requirement to have on file in the principal's office copies of lesson plans for a week in advance, unless required by IDP or TIP. Teachers shall submit copies of lesson plans after the conclusion of the week.
6. Grades 7-12 teachers shall not be assigned more than four (4) preparations in a school year, unless the teacher agrees to accept more. The Board will make every reasonable attempt to limit the number to three or fewer.
7. Back to School Night shall be suspended for grades 7-12.
8. Evening Parent-Teacher Conferences shall be suspended for grades 7-12. Daytime conferences shall be scheduled per the agreed upon calendar. Teachers shall schedule meetings with parents upon request and on an as needed basis as in the past.
9. Staffing assignments for grades 7-12 shall be made with the recommendation of the department members. The members shall be presented with a master schedule that lists classes and hours. The members of the department shall meet with the principal to discuss and arrive at said recommendation for staffing. The department's recommendations shall be submitted to the building principal. In the event the principal makes changes to the department's recommendation, the affected department member(s) may ask for justification. In the event the department member(s) disagree, appeal may be made to the Assistant Superintendent of Personnel, then to the Superintendent.
10. The Board shall recruit volunteers in each school building to be used as copy room assistants. Teachers will be able to request copying assistance in advance, per procedures developed at the building level.
11. The Association agrees that the Board may hire substitutes for any HEA member on a leave of absence up to one year in length. The Board shall give first consideration to any former HEA member who applies and qualifies.

12. The Board agrees to establish and convene a committee charged with the task of analyzing teacher responsibilities in regard to assessments, Data Director and other reporting duties. Teacher members of the committee shall be selected and appointed by the Association. The Committee shall formulate recommendations regarding how increase efficiency in order to reduce the amount of time teachers must spend on such tasks, and report at a meeting of both bargaining teams no later than June 1, 2010.
13. With the exception of the first Professional Development Day of the year, all other Professional Development Days shall be designated as Teacher Option Days. Activities planned for such days shall be in compliance with State guidelines for Professional Development.
14. In the event legislation is passed that reduces teacher compensation regardless of the expiration date of the bargaining agreement, the parties intend that any amount of money generated by the wage "give-back" shall not be in addition to the state requirement, but shall count as part of such state reduction. (no harm to either side)
15. Upon ratification of this agreement, the parties agree to meet at least monthly to monitor the terms under which this agreement was designed. Pursuant to Article XXVIII Negotiations Procedures, the parties agree to meet to consider amendments to this LOA through the bargaining process.
16. In the event the conditions that gave rise to the projected shortfall shall improve, the parties shall meet to determine which concessions shall be reduced or eliminated. In any case, the administration and HEA will devise a plan for restoration to the 2009-10 six period schedule for grades 7-12. As long as any concessions articulated in this letter of agreement are in place, there will be no net program additions and/or improvements unless required by law. In the event it appears further concessions are needed to attain the target reduction figure, the HEA agrees that the Board may at its discretion hire permanent substitutes for vacant positions for the 2010-11 school year only.
17. The parties agree that no item in this agreement shall be construed to have established a practice nor set a precedent.

For the Association:

Nancy Prange

Date: 3-21-2010

For the Board:

D Scott Van Eyr

Date: 3-21-2010

Clarification of Language

Letter of Agreement

Between

Hartland Consolidated Schools and

Hartland Education Association MEA/NEA

Re: 2010-13 Collective Bargaining Agreement

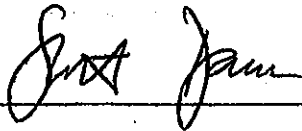
For the purpose of clarity, the parties jointly agree that the following statements are inherent in the language of the above captioned Letter of Agreement:

The goal of achieving a fund balance of no less than 1.77% in the coming school year shall be the basis for the setting of the target reduction figure (i.e. What modifications are necessary to achieve a fund balance of no less than 1.77%?). The parties will set the initial target figure in January; amendments to the target will be made as information about Foundation Allowance, health insurance rates, retirement rates, student count, and related changes become more solid.

It is intended that after the parties have arrived at an amended target reduction figure, the concessions listed in the Letter of Agreement or other mutually agreed upon concessions shall be implemented for the coming school year if necessary to achieve the EA's proportionate share of the reduction. If the common conference 6 period day (7-12) model is to be implemented, it cannot be changed after August 15 except by mutual of the parties. In the event the EA's proportionate share is reduced, restoration of concessions shall occur, with restoration of the 09-10 prep time schedule being of highest priority (meaning it is the first concession to be restored if there are sufficient funds and it can be accomplished before the start of school).

At the point a determination is made that the concessions called for in the letter of agreement are not sufficient to achieve the proportionate share, the contract will be reopened on economic items in order to identify the source(s) of the EA's additional concessions required. The concessions agreed upon must be of a type that they can be achieved within the fiscal year in which the problem occurs.

For the Board of Education:



Date:

7-29-10

For the Association:



Date:

7-29-10

Memorandum of Understanding

Between

HARTLAND CONSOLIDATED SCHOOLS and
HARTLAND EDUCATION ASSOCIATION/MEA/NEA

Re: \$165 Foundation allowance Decrease

For the term of the collective Bargaining Agreement between the parties for the years 2010-2013, the parties agree to the following:

In regard to the interpretation of the language of the wage formula contained in the collective Bargaining Agreement, any recovery by the District so designated by the State of any part of the 2009-10 Foundation Allowance adjustment of \$165 shall not be construed by the parties as an increase in the Foundation Allowance, and thus shall not be used to implement a wage increase under the agreed upon wage formula. Any other increase in the Foundation Allowance shall be subject to the terms of the wage formula contained in the 2010-2013 Collective Bargaining Agreement.

This Memorandum of Understanding shall expire on June 30, 2013.

Nancy Spang 12-3-10

For the Association

Date

D. Van Epps 12/3/10

For the Board

Date

Memorandum of Understanding re:
Restoration of 2009-10 Prep Time Model

Between

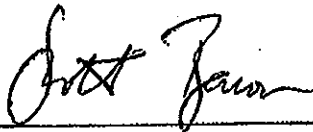
Hartland Consolidated Schools and
Hartland Education Association

In order to restore the 2009-10 prep time model (grades 7-12) for the 2010-11 school year, the parties hereby affirm and agree to the following:

- Items #4, #5, #6, #7, #8 and #9 in the 2010-13 Letter of Agreement shall be suspended for 2010-11. In the event the grades 7-12 schedule is modified in the future per the Letter of Agreement, items #4, #5, #6, #7, #8 and #9 shall be reinstated.
- Because the Posting Meeting for 2010-11 has already taken place, the parties agree to the below enumerated changes/deviations from the 2010-13 master agreement for the purpose of creating a new 7-12 schedule in a timely manner:
 1. A new schedule similar to the 2009-10 prep time model shall be created by the administration and shared with the Association. Assignments to positions shall be made by the administration with feedback from the Association. All care will be taken to ensure as little disruption as possible.
 2. The July 31 and August 15, 2010 summer postings (per Article XII C) shall be suspended for grades 7-12 positions.
 3. Involuntary transfers of grades 7-12 members may be made before August 15.
 4. Any position which should have been posted per the terms of the 2010-13 master agreement but which is not posted under the terms of this Letter of Agreement shall be posted in the spring of 2011 if not eliminated.

For the Board of Education:

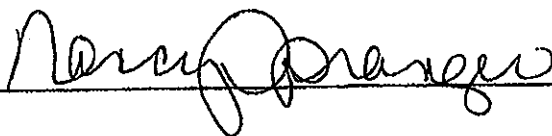
Date:



8-10-10

For the Association:

Date:



8-10-10

LETTERS OF AGREEMENT

**Between HEA and
Hartland Consolidated Schools**

TIME STUDY COMMITTEE

A committee will be developed to research the means to increase the time teachers have to plan, prepare, evaluate, conference, and develop professionally. The district and association shall meet to determine an appropriate time to make a presentation of options to increase the time teachers have to plan, prepare, evaluate, conference, and develop professionally to all administrators and teachers.

LETTERS OF AGREEMENT

**Between HEA and
Hartland Consolidated Schools**

DATA DIRECTOR

Whereas the parties have previously agreed to establish and convene a committee charged with the task of analyzing teacher responsibilities in regard to assessments, Data Director, and other reporting duties, and

Whereas the committee has been established and begun its work but needs more time to formulate its recommendations regarding how to increase efficiency in order to reduce the amount of time teachers must spend on such tasks,

The parties agree to hear the committee's report at such time as the committee feels it has sufficient information and research to issue its report.

Prior to the issuance of the final report, the parties' bargaining teams shall be updated by the Bargaining Chairpersons of each team as to the progress of the committee at each joint meeting of the teams.

Nancy Prang
For the Union

D Scott VanEpps
For the Board

Nov. 16, 2010
Date

11-16-2010
Date

LETTERS OF AGREEMENT

**Between HEA and
Hartland Consolidated Schools**

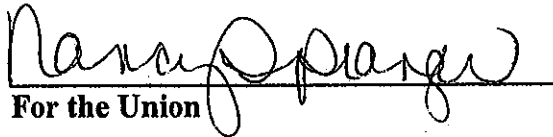
DECISION MAKING PROCEDURES

Whereas the parties have previously agreed to establish and convene a committee charged with the task of exploring decision making procedures such as the Lean Principle, and

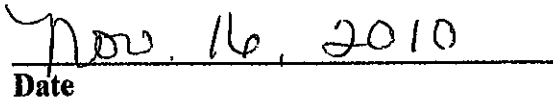
Whereas the committee has been established and begun its work but needs more time to formulate its recommendations regarding making procedures, specifically addressing curriculum decisions,

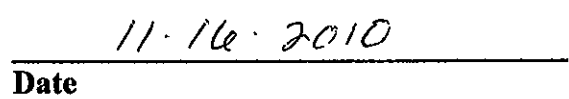
The parties agree to hear the committee's report at such time as the committee feels it has sufficient information and research to issue its report.

Prior to the issuance of the final report, the parties' bargaining teams shall be updated by the Bargaining Chairpersons of each team as to the progress of the committee at each joint meeting of the teams.


For the Union


For the Board


Date


Date

**LETTER OF INTENT
Between HEA and
Hartland Consolidated Schools**

TEACHER EVALUATION

The parties agree to convene at such time preceding or during the 2010-11 school year when state guidelines regarding Teacher Evaluation issues and compliance with New School Reform Law 2009 PA205 Section 1249 have become more clear, or at the request of either party, for the purpose of bargaining over Teacher Evaluation.

Nancy Sprague
For the Union

D Scott VanEpps
For the Board

Nov. 16, 2010
Date

11.16.2010
Date

**LETTER OF INTENT
Between HEA and
Hartland Consolidated Schools**

PAY FOR PERFORMANCE

The parties agree to convene at such time during the 2010-11 school year when state guidelines regarding Pay for Performance issues and compliance with New School Reform Law 2009 PA 205 Section 1250 have become more clear, or at the request of either party, for the purpose of bargaining over Pay for Performance.

Nancy Sprague
For the Union

D Scott VanEpps
For the Board

Nov. 16 - 2010
Date

11.16.2010
Date

LETTER OF AGREEMENT
Between
HARTLAND CONSOLIDATED SCHOOLS and
HARTLAND EDUCATION ASSOCIATION/MEA/NEA
October 2010

Re: Farms Intermediate School Class Size Overage

The Board of Education of Hartland Consolidated Schools (Board) and the Hartland Education Association (HEA) agree to the following:

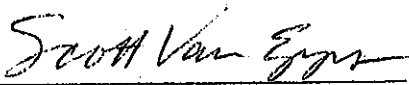
It is understood by both parties that the building wide ratio of 28 or less pupils per regular classroom teacher has not been achieved by the official Fall Count Day, per Article V D (1) of the 2010-13 Master Agreement between the parties.

The parties also recognize that changing students' schedules and/or teachers at this late date will cause notable disruption to students. In order to minimize the impact of such changes on our students, the parties agree to the following:

1. The district agrees to hire an additional permanent substitute teacher for the remainder of the 2010-11 school year to teach an additional general ed schedule.
2. The teacher will be primarily a 5th grade general ed math teacher, but could teach another subject or subjects, to be determined at the building level with input from the 5th grade staff.
3. Students will be placed in the additional classes by the administration upon teacher recommendation with parent approval.
4. Class size limitations for the class fall under general ed class size guidelines per Article V D (1) of the Master Agreement.

The parties agree that no item in this agreement shall be construed to have established a practice nor set a precedent.

This agreement shall expire on the last day of the 2010-11 school year.



The Board Scott VanEpps

12-9-2010
Date



The Association Nancy Spranger

12-9-2010
Date

LETTER OF AGREEMENT
Between
HARTLAND CONSOLIDATED SCHOOLS and
HARTLAND EDUCATION ASSOCIATION/MEA/NEA
October 2010

Re: Lakes Elementary Kindergarten Class Size Overage

The Board of Education of Hartland Consolidated Schools (Board) and the Hartland Education Association (HEA) agree to the following:

It is understood by both parties that three of the four Kindergarten class sizes at Lakes Elementary School are out of compliance as stated in the Master Agreement between the Board of Education Hartland Consolidated Schools and the Hartland Education Association MEA/NEA 2010 – 2013, Article V, Section D, Paragraph 1, Teaching Loads and Class Sizes.

In order to maintain consistency for students and teachers, both parties agree to rectify the class size issue in the following manner for the 2010-2011 school year:

1. Classroom Paraprofessional educators will be assigned to the three kindergarten classrooms which were over the class limit as of count day (September 28, 2010) for as long as the class sizes exceed 25 students per the Master Agreement between the Board of Education Hartland Consolidated Schools and the Hartland Education Association MEA/NEA 2010 – 2013, Article V, Section D, Paragraph 1, Teaching Loads and Class Sizes.
2. Once a week the classroom paraprofessional educators will be relieved of their duties of attending one Essentials class.
3. During this time, the classroom paraprofessional will work with the general education classroom teacher, which is during the general education classroom teacher's conference period.
4. Determining how the Essentials classes will be covered will be decided at the building level with all parties involved being part of the decision making process.

It is also agreed upon by both parties that students will not be shuffled between classes to lower one class size in order to reduce a classroom paraprofessional educator.

The parties agree that no item in this agreement shall be construed to have established a practice nor set a precedent.

This agreement shall expire on the last day of the 2010-2011 school year.

Scott VanEpps
The Board Scott VanEpps

10-15-10
Date

Nancy Spranger
The Association Nancy Spranger

10-15-10
Date

Letter of Agreement
October 2010
Revised
Hartland Middle School at Ore Creek (HMS)
extended homeroom for collaborative time

The Board of Education of Hartland Consolidated Schools (Board) and the Hartland Education Association (HEA) agree to the following:

Purpose To provide collaborative time for HMS Faculty (hereafter referred to as Faculty and defined as teaching and administrative staffs of HMS) each Wednesday by altering the daily schedule as published below.

Summary All students will be assigned to an extended homeroom. Extended homerooms will meet each Wednesday and will be supervised by members of the Faculty who will rotate in and out of these homerooms on an every other Wednesday basis. Faculty members will meet collaboratively on the Wednesdays they are not assigned to homeroom supervision.

All Faculty, with the exception of those who are not on site during the regular homeroom period, are required to participate in this pilot program.

This pilot program, which is proposed for the duration of the 2010 - 2011 school year, will replace the current hours of mandated PLC time already in effect by the current contract between the Board and the HEA.

Faculty who are absent on Wednesdays will not be required to make up any missed collaboration time.

A committee of at least two teachers and two administrators (hereafter Committee) will complete the adjusted homeroom schedule making every effort to maintain existing groups while keeping homeroom sizes as equal as possible. No teacher will be assigned a Wednesday homeroom in excess of 40 students. The Committee will represent the entire Faculty and will review procedures and make changes throughout the year as the pilot evolves.

Agendas for collaboration will be determined informally by the collaborators themselves. Individual work is prohibited.

To ensure that all teachers receive their full 55 minutes of planning/conference time, teachers will not be expected to perform hall duty during the hour in connection with their assigned planning/conference periods.

Short-term substitute teachers will not be included in the collaboration but will cover extended homerooms or provide additional supervision whenever necessary.

Official attendance will be taken and recorded during first hour.

Faculty will not be required to provide any mandatory activities, lessons, or grading for the extended homeroom period.

Students who fail to meet the Minimum Expectation (which is defined as sustained silent reading) will be subject to discipline by a member of the administrative staff.

Students may bring appropriate reading or classroom materials of their own choosing to the extended homeroom. Faculty may add age-appropriate material to the extended homeroom if and when possible.

Schedule	collaborative time	07:20am – 08:15am	
	homeroom	07:40am – 08:15am	
	first hour	08:20am – 09:10am	50 minutes
	second hour	09:15am – 10:05am	50 minutes
	third hour	10:10am – 11:00am	50 minutes
	fourth hour	11:05am – 12:35 pm	
	A lunch 11:05am – 11:35am	class from 11:40am – 12:35	55 minutes
	B lunch 11:35am – 12:05pm	class from 11:05am – 11:35am and 12:10pm – 12:35pm	55 minutes
	C lunch 12:00pm – 12:35pm	class from 11:05am – 12:00pm	50 minutes
	fifth hour	12:40pm – 01:30pm	50 minutes
	sixth hour	01:35pm – 02:29pm	50 minutes
			with 4 minutes for announcements

Should a majority of the HEA members voting approve this Letter of Agreement, it will expire on June 11, 2011.

For the District

Scott Van Epps

For the Association

Nancy Prange

Date

October 6, 2010

**Additional Language
Letter of Agreement
October, 2010**

Elective teachers (hereafter defined as teachers of foreign language, life-skills, art, choir, band, health, and physical education) who are assigned to the building full-time will choose one of two options for the extended homeroom/collaborative meeting requirement.

Option A is to participate fully in the Ore Creek collaboration plan as outlined in the Letter of Agreement.

Option B is to meet collaboratively in traditional PLC groups (like most other teachers in the district). Elective teachers who choose Option B must notify the building principal of their intent prior to the first extended homeroom of the 2010-2011 school year. Notification must be in writing.

All teachers will cover classes during the extended homeroom period on an every-other-week-basis as outlined in the Letter of Agreement. Elective teachers who have chosen Option B will be permitted to work individually the weeks they are not covering a homeroom.

Elective teachers who chose Option B will be required to follow and complete all guidelines described by the current district/association PLC agreement.

For the District

A. VanEpps

For the Association

Nancy Sprance

Date

October 6, 2010

Addendum to the Master Agreement
Between the
Hartland Consolidated Schools
And the
Hartland Education Association
403(b) Plans

The Board and the Association recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goal. The Board and the Association will work together to implement an IRS approved 403(b) Plan Program. This program shall include an IRS compliant Plan Document which may be administered by a third party administrator (TPA). The third party administrator with which the Board has presently contracted to perform support services in administering the District's 403(b) plan has not proposed to assess a fee to the Board, the bargaining unit members or the 403(b) investment providers or sales agents for its services. Bargaining unit members will, however, be responsible for any costs or fees assessed by an investment provider and/or investment sales agent in connection with an investment selected by the bargaining unit member under the 403(b) plan. Should the current third party administrator or a future third party administrator propose to charge a fee for its services in administering the Plan, the Board will so notify the Association and provide the Association with an opportunity to bargain over the assessment of such fees to bargaining unit members and/or Plan investment providers/sales agents. The Plan Document, consistent with all legal requirements, has been provided for review and comment by the Association and will be adopted by the Board by December 31, 2008. All bargaining unit members are eligible to participate in the Plan. The parties agree that MEA Financial Services, along with any other mutually selected investment providers, shall be named as a vendor in the 403(b) Plan Document, subject to the same terms and conditions applicable, now or in the future, to other approved vendors and as appropriate under IRS regulations.

Additionally, the Plan Document shall allow for:

- a. Employer contributions, if mutually agreed upon.
- b. "Catch up" contributions as defined by the IRS.
- c. "Hardship" withdrawals as defined by the IRS.
- d. The ability of an employee to request and receive a loan as appropriate under 403(b) regulations.
- e. Acceptance of contributions to the Plan from monies generated by liquidation of another Plan (i.e., "rollover").
- f. An open enrollment period at least once each year that allows participating employees the ability to make changes in their deferral elections under the Plan.
- g. Any monies taken under a salary reduction agreement shall be remitted to the appropriate approved vendor under the Plan as soon as reasonably possible, but within fifteen (15) business days following the act of reduction of salary.

Any changes to the features of the Plan as described above will be mutually agreed upon by the Board and the Association. The Board will maintain the Plan in compliance with all applicable Internal Revenue Code Requirements and will give timely notice to the Association of any amendments to the Plan required for that purpose.



For the Board

11.13.08

Date



For the Association

11/18/08

Date

This document shall be included as an addendum to the Master Agreement between the Hartland Consolidated Schools and the Hartland Education Association, 2008-2010.

ARCHIVES

The following documents are a historical record of past issues. They are being kept as a record for future reference.

EVALUATION OF COACHES

Page 54 of the 2000-2003 Master Agreement, Appendix B, Article E contains the following language: "Within ten (10) school days after the evaluation, the athletic director shall hold a conference with the coach with the purpose of discussing the evaluation. Each coach shall be evaluated at least twice during his/her sport season."

This shall be understood to mean that an observation may take place on the date of a coach's last competition and that the meeting to discuss the completed evaluation shall take place within 10 school days of the date of the observation.

This understanding shall remain in effect unless superseded by another Letter of Agreement or until there is a change in contract language.

STAFFING OF NEW BUILDING

The current contract language that covers the 5/6 building and the 7/8 move is Article X, letter G (Professional Qualifications and Assignments, page 15). In addition we agree that:

1. We will work together to accommodate any fifth grade teacher who wishes to remain in an elementary setting.
2. We will work together to solve the logistics of moving the specialists.
3. Other language that is impacted, i.e. class size – elementary or secondary will be handled when the 5/6 and 7/8 philosophies and curriculum are developed.

ELEMENTARY PLANNING TIME

It is the intent of both parties for all teachers to have 55 minutes of uninterrupted conference/planning time for the 2001/02 school year and beyond.

During the school year 2000/01, Elementary teachers shall provide instruction for ten minutes of their 55-minute conference/planning time and shall be paid according to Article XXVI paragraph E. In the event that the parties agree that an uninterrupted 55-minute conference/planning time cannot be scheduled for 2001/02, this practice shall be continued for 2001/02.

The parties agree to convene a committee to investigate and make recommendations for Elementary programming/scheduling for the 2002/03 school year that includes a 55 minute uninterrupted conference/planning time for all teachers. The recommendations will be presented to both parties' bargaining teams at a joint session by May 1, 2002. The committee will consist of teachers appointed by the Association and District representatives appointed by the District.

PROBATIONARY TEACHER CONTRACT OF EMPLOYMENT

This Agreement made this day, _____, between Hartland Consolidated Schools, hereinafter called the District, and _____, hereinafter called the teacher, for the school year _____.

Witnesseth:

- **CERTIFICATION** – It is represented that the said teacher holds all certificates and other qualifications required by law to teach in said school district and hereby contracts to be employed by said district in the capacity hereinafter designated, for the contract period hereinafter set forth. This contract shall terminate if the certificate shall expire by limitation and shall not immediately be renewed or if it shall be suspended or revoked by proper legal authority.
- **EMPLOYMENT AND DUTIES** – said teacher agrees to perform the duties required of the teacher by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its education program and policies during the entire term of this Agreement. The teacher is subject to assignment and transfer at the discretion of the Superintendent of Schools or the Board of Education.
- **TENURE ACT** – The teacher agrees to obey the provisions of the Tenure Act (P.A. No. 4 of 1937, extra session, as amended). The teacher shall not acquire tenure in any capacity other than as a classroom teacher by virtue of employment under this Agreement.
- **COMPENSATION** – The District agrees to pay a basic annual salary as a teacher in installments in the amount and term of months designated below. The District shall be authorized to make such payroll deductions as shall be required by law or authorized by the teacher.
- **EXTRA DUTIES** – It is understood between the parties that a contract stipulating extra compensation, for a teacher performing extra duties, has a non-tenure status. For a teacher who has attained continuing tenure, failure of the Board of Education to re-employ such a teacher in a capacity other than as a classroom teacher shall not be deemed a demotion within the provisions of Act 4, Michigan Public Acts of 1937, extra session, as amended.
- **SICK LEAVE** – The teacher will be afforded the same emergency and sick leave of absence granted to teachers under the policies established from time to time by the Board of Education.
- **PROBATIONARY STATUS** – The teacher is herewith retained on a probationary basis as defined in the Tenure Act (Act 4, Public Acts of 1937, extra session, as amended), said probationary period of _____ year(s) duration. Continuing tenure is not herein afforded to the teacher at this time, but is specifically withheld pending satisfactory performance during the probationary period.
- This contract is subject to the terms and provisions of the collective bargaining agreement between the school district and the teacher's collective bargaining representative. The contract is further conditioned upon the Board of Education's needs and abilities to retain and maintain a full teaching staff. In the event of a necessary reduction of personnel, at least 45 days' notice shall be provided, and the duration and compensation of the agreement is expressly subject to this provision.

PROBATIONARY TEACHER CONTRACT OF EMPLOYMENT (continued)

- Contract and Financial Information

Length of Contract - Starting date of this contract shall be _____ for returning teachers, or _____ for new teachers and ending date _____. Said sum (total salary) shall be paid in 21 or 26 equal installments, to be paid once every two weeks, or 21 pays, each equal to 1/26th of their regular salary with one lump sum summer paycheck on the 21st payment, the first payment to be made about _____.

BASE ANNUAL SALARY \$ _____

\$ _____

\$ _____

TOTAL SALARY \$ _____

In witness whereof the parties hereto have set hereunto their hands and seals this day and year written.

Signature of Teacher

Superintendent, by authority of the
Board of Education

TENURE TEACHER CONTRACT OF EMPLOYMENT

This agreement made this day, _____, between Hartland Consolidated Schools, hereinafter called the District and _____, hereinafter call the teacher, for the school year _____.

Witnesseth:

- **CERTIFICATION** – It is represented that the said teacher holds all certificates and other qualifications required by law to teach in said school district and hereby contracts to be employed by said district in the capacity hereinafter designated, for the contract period hereinafter set forth. This contract shall terminate if the certificate shall expire by limitation and shall not immediately be renewed or if it shall be suspended or revoked by proper legal authority.
- **EMPLOYMENT AND DUTIES** – said teacher agrees to perform the duties required of the teacher by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its education program and policies during the entire term of this Agreement. The teacher is subject to assignment and transfer at the discretion of the Superintendent of Schools or the Board of Education.
- **TENURE ACT** – The teacher agrees to obey the provisions of the Tenure Act (P.A. No. 4 of 1937, extra session, as amended). The teacher shall not acquire tenure in any capacity other than as a classroom teacher by virtue of employment under this Agreement.
- **COMPENSATION** – The District agrees to pay a basic annual salary as a teacher in installments in the amount and term of months designated below. The District shall be authorized to make such payroll deductions as shall be required by law or authorized by the teacher.
- **EXTRA DUTIES** – It is understood between the parties that a contract stipulating extra compensation, for a teacher performing extra duties, has a non-tenure status. For a teacher who has attained continuing tenure, failure of the Board of Education to re-employ such a teacher in a capacity other than as a classroom teacher shall not be deemed a demotion within the provisions of Act 4, Michigan Public Acts of 1937, extra session, as amended.
- **SICK LEAVE** – The teacher will be afforded the same emergency and sick leave of absence granted to teachers under the policies established from time to time by the Board of Education.
- **TENURE STATUS** – The teacher is herewith retained on a tenure basis as a classroom teacher as defined in the tenure act (Act 4, Public Acts of 1937, extra session, as amended).
- This contract is subject to the terms and provisions of the collective bargaining agreement between the school district and the teachers' collective bargaining representative. The contract is further conditioned upon the Board of Education's needs and abilities to retain and maintain a full teaching staff. In the event of a necessary reduction in personnel, at least 45 days' notice shall be provided, and the duration and compensation of the contract is expressly subject to this provision.

ARCHIVES (continued)

TENURE TEACHER CONTRACT OF EMPLOYMENT (continued)

• **Contract and Financial Information:**

Length of Contract – Starting date of this contract shall be _____ for returning teachers, or _____ for new teachers and ending date _____. Said sum, (total salary) shall be paid in 21 or 26 equal installments, to be paid once every two weeks, or 21 pays, each equal to 1/26th of their regular salary with one lump sum summer paycheck on the 21st payment, the first payment to be made about _____.

BASE ANNUAL SALARY	\$ _____
	\$ _____
	\$ _____
	\$ _____
TOTAL SALARY	\$ _____

In witness whereof the parties hereto have set hereunto their hands and seals this day and year written.

Signature of Teacher

Superintendent, by authority of the
Board of Education