

**MASTER AGREEMENT**

**BETWEEN THE**

**BOARD OF EDUCATION**  
**HARTLAND CONSOLIDATED**  
**SCHOOLS**

**AND THE**

**HARTLAND EDUCATION**  
**ASSOCIATION MEA/NEA**

**2013 – 2018**

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## PURPOSE

This Agreement is entered into 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.

## 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**

The Employer and the Association have negotiated a separate agreement on agency shop that, upon ratification, shall supersede this provision. However, should the separate agreement be found to be unenforceable, then this provision (Article IV) shall immediately return to being in full force and effect.

- 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, 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.

J. 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 was adopted by the Board prior to 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:

1. Employer contributions, if mutually agreed upon.
2. "Catch up" contributions as defined by the IRS
3. "Hardship" withdrawals as defined by the IRS
4. The ability of an employee to request and receive a loan as appropriate under 403(b) regulations
5. Acceptance of contributions to the Plan from monies generated by liquidation of another Plan (i.e. "rollover").
6. 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.
7. 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.

#### **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-ratio 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:

Grades	# of students
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. Effective July 1, 2013: No later than the first work day following the conclusion of each week, all classroom teachers must provide a copy of the previous week's general lesson plans. 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.

## 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 - 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 XIII - 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 XIV - 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.
- 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.
- 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.
- 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 XV - 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 XVI - 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 XVII - 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 XVIII - 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 XIX - 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 XX - 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.

## ARTICLE XXI – 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.

## **ARTICLE XXII - 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 XXIII - 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 except as provided in paragraph K, the following insurance coverage:

- A. Effective July 1, 2013 through December 31, 2013: The Board shall make payment of insurance premiums to assure insurance coverage for each employee from MESSA for the Choices II medical insurance program described in paragraph F below.

Effective January 1, 2014, the Board shall make payment of insurance premiums to assure insurance coverage for each employee from MESSA for the ABC 1 medical insurance program described in paragraph F below.

The Board shall pay the following annual amounts towards the total cost of the PAK A medical premium and FSA or HEQ (Health Equity) HSA funding described below for each plan year:

Beginning July 1, 2013:

\$ 5,692.50 times the number of employees with single coverage

\$11,385.00 times the number of employees with individual and spouse coverage

\$15,525.00 times the number of employees with family coverage

- These annual Board paid amounts shall automatically adjust each plan year (July 1) by the change in the medical care component of the United States consumer price index as defined in PA 152 for the period ending the immediately preceding October 1.
- These Hard Cap contributions shall reflect the actual MESSA billing census.
- The Board shall first make payments up to the hard cap total towards the medical premium.
- Effective July 1, 2013, when the total medical premium cost is less than the total hard cap, the Board will provide the difference to each members' Flexible Savings Account (through December 31, 2013) or HEQ HSA (beginning on January 1, 2014) on a ratio determined by the HEA.
- Effective July 1, 2013, when the total medical premium cost exceeds the total hard cap, the remaining annual cost for the employee's elected medical plan premiums shall be paid by the employee. Each employee's monthly contribution towards medical premiums shall be determined annually after the bargaining unit's open enrollment.
- The employee's premium contribution will be payroll deducted, in equal bi-weekly amounts from each paycheck for the remaining pay periods through the end of the 21-pay cycle into a qualified Section 125 Plan using pre-tax dollars. The Board's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's HSA accounts administered through HEQ.
- Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HEQ HSA up to the maximum amounts allowed by Federal law.
- The parties understand that in the event the minimum IRS Health Saving Account deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in MESSA ABC Plan 1, the deductible will automatically adjust to meet the federal minimum requirement.



All other non-medical PAK A and PAK B benefits described in the Collective Bargaining Agreement shall continue to be fully paid by the Board.

The parties understand that if not already in the plan offered, a plan will be made available by the required date to meet requirements of the Federal Affordable Care Act.

All insurance benefits shall continue in effect until such time as a teacher on notice of layoff actually misses his/her first day of work due to being laid off.

- 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. The plan(s) and provisions listed below will be in place unless the parties agree to an alternate plan(s) based on competitive bids received in compliance with PA 106.

Effective July 1, 2013 through December 31, 2013:

PLAN A - For employees taking health insurance

MESSA CHOICES II, \$500/\$1000 deductible, \$20 office visit, \$10/\$20 RX Saver RX (XVA2 rider).

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 MESSA Choices II)
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>	

**Effective January 1, 2014:**

**PLAN A** – for employees taking health insurance

MESSA ABC PLAN 1 - \$1250/\$2500 deductible, ABC RX (XVA2 rider)

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 MESSA ABC 1)
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/MESSA ABC Plan 1, or option A of the MESSA PAK for either plan a cash option equal to 93.35% of the single subscriber premium rate for Choices II (July 1, 2013 – December 31, 2013) or MESSA ABC Plan 1 (beginning January 1, 2014). 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 a full-time (1.0 FTE) assignment shall receive a pro-rated benefit provided under this article as follows:

<u>Number of clock hours assigned</u>	<u>Pro-rated benefit</u>
1	1/7 of cash-in-lieu (CIL)
2	2/7 of cash-in-lieu (CIL)
3	3/7 of cash-in-lieu (CIL)
4	4/7 of either insurance coverage or CIL
5	5/7 of either insurance coverage or CIL
6	6/7 of either insurance coverage or CIL

\*At the high school level one clock hour equals one period.

- 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 XXIV - 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 Archives.
- M. When a teacher is voluntarily placed in a part time position, or a shared time position that is pursuant to Article XXVIII, 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 XXV - 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 XXVI - 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 XXVII - 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 XXIV. (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 XXVIII - 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 XXIV, paragraph M, and insurance benefits as described in Article XXIII, 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 XXIX - 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 XXX - 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 XXXI - DURATION OF AGREEMENT

This Agreement shall be effective as of March 25, 2013, and shall continue in effect until June 30, 2018. 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

HARTLAND CONSOLIDATED SCHOOLS'  
BOARD OF EDUCATION

By: Nancy Spranger  
Its President

By: Rebecca H. D... ..  
Its President

By: Scott M. Wassner  
Chief Negotiator

By: \_\_\_\_\_  
Its Vice-President

By: Deanne Carson  
Negotiator

By: Michael H. D... ..  
Its Secretary

By: Kim Evans  
Negotiator

By: Ch... ..  
Its Treasurer

By: Michael R. D... ..  
Negotiator

By: Cyril E. Snellie  
Trustee

By: \_\_\_\_\_  
Negotiator

By: W... ..  
Trustee

By: \_\_\_\_\_  
Negotiator

By: \_\_\_\_\_  
Trustee

By: \_\_\_\_\_  
Negotiator

By: \_\_\_\_\_  
Negotiator

By: \_\_\_\_\_  
Negotiator

By: \_\_\_\_\_  
Negotiator

By: \_\_\_\_\_  
Negotiator

By: \_\_\_\_\_  
Negotiator

**APPENDIX A**  
**SALARY**  
**2012-2013 BASE SALARY SCHEDULE**

STEP	BA	BA+10	BA+20	BA+30/MA	MA+15	MA+30	MA+45
1	38,318	39,595	40,915	42,279	44,393	46,613	48,943
2	40,234	41,575	42,961	44,393	46,613	48,943	51,390
3	42,246	43,654	45,109	46,613	48,943	51,390	53,960
4	44,358	45,836	47,364	48,943	51,390	53,960	56,658
5	46,576	48,128	49,733	51,390	53,960	56,658	59,491
6		50,535	52,219	53,960	56,658	59,491	62,465
7		53,061	54,830	56,658	59,491	62,465	65,588
8		55,714	57,572	59,491	62,465	65,588	68,868
9		58,500	60,450	62,465	65,588	68,868	72,311
10		61,425	63,473	65,588	68,868	72,311	75,927
11				68,868	72,311	75,927	79,723

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 A 2 - CONDITIONS AND DEVIATIONS

HARTLAND CONSOLIDATED SCHOOLS  
AND  
HARTLAND EDUCATION ASSOCIATION/MEA/NEA  
Re: 2013-2018 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 a minimum impact to the wages, benefits, and working conditions of HEA members. 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 base foundation allowance, various per-pupil revenues (i.e. Sec. 147A MPSERS Cost Offset, Sec. 22J Performance-Based Funding), student count, student/staff ratio, and benefit costs. For purposes of this 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 but not be limited to base foundation allowance and other per-pupil payments, health insurance premium, enrollment numbers, and retirement rate. The parties agree to meet monthly, unless otherwise agreed upon, to monitor and 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. For example, if the total district target reduction figure is \$3,500,000; then the HEA obligation will be 71% of that total, or \$2,485,000.

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 5.0% in the coming year. The target reduction figure shall be amended based on projected increases and decreases in revenues and expenditures. 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 agreement, the parties will meet to determine the type and number of concessions.

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.

- A. In the event the net foundation allowance/per-pupil payments are reduced from the previous year, the parties will meet to first discuss what non-wage concessions can be made to meet the HEA obligation. If an agreement on non-wage concessions cannot be met, the current salary formula shall be applied to determine a wage “give-back” amount.

Example: net foundation allowance/per-pupil payments are reduced 3% from previous year. Give-back amount is calculated as follows:  $.03 \times .60 = .018$ , 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. When possible, the give-back amount shall be deducted from the employee’s salary through a qualified pre-tax option.

The parties agree there is no expectation to spend the foundation balance down to the minimum 5%.

Any concessions must be recoverable in the current fiscal year. The monetary value of concessions required under this section will remain in the base calculation to be carried forward in subsequent years of this agreement.

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

- Allow teachers in grades 7-12 a maximum of 165 students to evaluate per semester.
- The daily schedule for grades 9-12 will be divided into 7 instructional periods whereby the teacher conference period shall be reduced to match the length of a standard class period.
- The parties agree full-time employees may be more invested in the district than part-time employees. HEA members may be asked to teach an additional period for which they are qualified and certified during their conference period for 1/6 of their pay.
- Attempts will be made to keep hourly class sizes at or below 31 students with a maximum of 33 students per instructional period. If mutually agreed upon, a teacher may accept a maximum of 35 students and shall be paid a \$100 stipend per student per semester above the 33 student maximum. In no case shall an individual teacher (excluding physical education, instrumental music, and vocal music) be assigned more than 165 students to evaluate per semester. These conditions shall be effectuated no later than the fifteenth day of school for students.
- Physical education teachers will not be assigned more than 250 students to evaluate per semester with an hourly class size max of 45. For teachers of such classes, each section of such class shall count as 30 pupils to be deducted from the 165 claseload maximum.

■ Grade 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. For purposes of clarification, a course preparation contains materially different content and assessment. Administration and building Association Representatives will meet to address the final master schedule.

C. Article VIII Curriculum Development: The parties agree to suspend the appointment of Department Chairpersons. For the duration of this agreement, a Pilot District Curriculum Team shall be established according to and charged with the duties outlined in the Hartland Consolidated Schools' Pilot District Curriculum Team Job Description attached to this agreement.

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.

D. The Association agrees that the Board may hire substitutes for any HEA member on a leave of absence up to one year in length. Qualified former HEA members should be encouraged to apply.

E. In the event legislation is passed that reduces teacher wages, the parties intend that any amount of money generated by a 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).

F. In August of each year, the parties agree to review the achievement of the minimum fund balance for the previous fiscal year as outlined above. If the minimum fund balance (subject to fiscal audit) is obtained, the parties will discuss potential bonus compensation to be paid out in a mutually agreed upon manner and time frame, with consideration for long-range fiscal projections. The Board agrees to continue providing fiscal transparency pursuant to the economic terms of this agreement.

G. The parties agree to meet within a reasonable time frame to review the provisions outlined in Schedule B with the intent to make potential adjustments without incurring additional costs to either party.

H. The conditions and deviations in this appendix remain in place until a successor agreement is in place. The parties agree to commence bargaining for a successor agreement based on conditions in the 2013-2018 CBA absent Appendix A2.

### **APPENDIX A 3 - PILOT DISTRICT CURRICULUM TEAM JOB DESCRIPTION**

Members of the Pilot District Curriculum Team agree to perform the following duties:

- A. Represent their building in collaborative conversations around:
  - Curriculum initiatives
  - Technology integration in the classroom
  - Textbook and instructional resources
  - Professional Development
  - Other topics as agreed upon by the Pilot District Curriculum Team
- B. Communicate the results of collaborative conversations with the staff in their building (in a timely fashion).
- C. Participate in the development of an annual professional development plan
- D. Assist in communicating committee work to the Board of Education
- E. Participate in approved working projects through release days if necessary.

#### Who will make up the Pilot District Curriculum Team?

HEA members: Two teachers from each elementary school, 4 teachers each from Farms and Ore Creek, and 6 teachers from the high school.

HCS Members: Assistant Superintendent of Curriculum and Instruction or her/his designee, Director of Technology, and Building Principals including the Principal of Alternative Education.

#### How do I become a member of the Pilot District Curriculum Team?

Teachers interested in becoming a member of the Pilot District Curriculum Team will submit a letter of intent to the building principal by September 15 of each school year. The building area representatives will solicit volunteers to sit on a selection committee made up of the Assistant Superintendent of Curriculum and Instruction or her/his designee, the building principal and two teachers. If there are more than two teachers volunteering to be on the interview committee the area representatives will randomly draw two names out of a "hat" at a pre-announced time. The selection committee will interview all interested teachers and recommend candidates to the Superintendent by October 1 of each school year.

#### As an HEA member what will my compensation be for the added responsibilities?

4% of BA, Step One.

#### Why should I become a member of the Pilot District Curriculum, Team?

The Pilot District Curriculum Team offers teachers an opportunity to be involved in district level decisions that impact their work in the classroom. The Pilot District Curriculum Team offers an opportunity to collaborate with district personnel in a building leadership capacity.

## 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:

A. Sport	High School		Middle School	
	Varsity	Asst. Varsity		
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%		
	Varsity	J. Varsity	Freshman	MS.
Cheerleading				
Fall	4%	3%	3%	2%
Winter	4%	3%	3%	2%
Pom				
Fall	4%			
Winter	4%			2%
	HHS	HMS	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. 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

<b>A. Activity</b>	<b>Percentage</b>			
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 <sup>th</sup> Grade Student Activities Coordinator	2%			
Outdoor Education Coordinator	2.5%+F			
FIS Lego League	6% (Assistant 2%)			
	<b>High School</b>		<b>Middle School</b>	
Dramatics	1 play at 5% 1 musical at 10%		5% per play, maximum of 3	
	<b>High School</b>	<b>MS</b>	<b>Elementary</b>	
Instrumental Music	10%	7%	4%	
Instrumental Music Asst. Director	3%			
After school practices, concerts, festivals, football and basketball games, graduation, summer camp, marching band)				
	<b>High School</b>		<b>Middle School</b>	
National Honor Society	1%		0.5%	
	<b>Seniors</b>	<b>Juniors</b>	<b>Sophomores</b>	<b>Freshmen</b>
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.



<b>C. Activity</b>	<b>Percentage</b>
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.

<b>B. Athletic Related Positions:</b>	
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. On Professional Development Days, the reporting times for all teachers shall be 8:00 a.m. – 3:00 p.m.

Common PD Schedule:

8:00 a.m. – 12:00 p.m. = Activities directed by the District

12:00 p.m. – 1:00 p.m. = Lunch

1:00 p.m. – 3:00 p.m. = Activities directed by Building Admin/Committee

Participation is required.

- B. If a teacher is choosing to use the PD schedule for renewal of the Professional or Occupational Certificate they shall be responsible for recording professional development hours towards the renewal. The process shall be:
1. Teachers will annually maintain the Michigan department of Education Experienced Teachers “Annual Record of Professional Development” document.
  2. Before leaving for the summer (last day of school), teachers will submit the completed form to the building principal for verification.
  3. The building principal will verify the PD record and forward one copy to the teachers and one copy to the personnel file.
- C. Teachers holding Professional and Occupational Certificates have an opportunity to renew through professional development in accordance to the Teacher Certification Code (MLC 390.1132© and 390.1135(1)(c) and obtain reimbursement for this renewal through the following process:
1. Purchase certificate renewal through the Michigan Department of Education.
  2. Print a receipt for the renewal fee and submit it to the Office of Personnel and Student Services for verification of 150 hours of recorded PD (Annual Record of Professional Development forms in Personnel File).
  3. Assistant Superintendent of Personnel & Student Services will complete a reimbursement request upon verification.

- D. Each teacher shall be credited with two half ( $\frac{1}{2}$ ) 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 XVII, Paragraphs A, B and C. Each employee taking a curriculum compensatory day shall fill out a form developed by both parties.
- E. The November afternoon PD day shall be used for teacher preparation for the parent/teacher conferences.
- F. 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.
- G. 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.
- H. 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.
- I. The spring elementary half ( $\frac{1}{2}$ ) 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.
- J. No records or report letters for either semester will be due until after the records day for that semester.
- K. Student instruction days to be rescheduled pursuant to the provisions of Article XXII, D. shall be rescheduled on the next available weekday date after the last scheduled student day unless otherwise mutually agreed between the parties.

## HARTLAND CONSOLIDATED SCHOOLS 2013-14 SCHOOL CALENDAR

August 2013	27	New teachers report
	28	Staff Breakfast – teacher work day
	29	Professional Development - no students
		One teacher workday required between Aug. 15 & 30 - date optional
September 2013	3	<b>First day of school</b>
October 2013	7	Professional Development – no students
	11	End of first marking period – High School
November 2013	1	End of first marking period – K-8
	5	Professional Development - Parent-Teacher Conference – no students
	6	Elementary P/T Conferences following regular school day, 5-8 p.m.
	7	Farms P/T Conferences following regular school day, 5-8 p.m.
	11	Middle School P/T Conferences following regular school day, 4-7 p.m.
	12	Elementary P/T Conferences following regular school day, 5-8 p.m.
	13	Farms P/T Conferences following regular school day, 5-8 p.m.
	14	High School P/T Conferences following regular school day, 4-7 p.m.
	15	Parent/Teacher Conferences during school day - no students
	22	End of second marking period – High School
	27-29	Thanksgiving Break - no school students or staff
December 2013	23-31	Holiday Break, no school students or staff
January 2014	1-3	Holiday Break, no school students or staff
	6	School Resumes
	20	Professional Development – no school students
	21	High School Exams, 1/2 day
	22	High School Exams, 1/2 day
	23	High School Exams, 1/2 day
		End of marking period - K-12
		<b>End of 1st Semester</b>
	24	Teachers Records Day, no students
February 2014	21-24	Mid-Winter Break, no school students or staff
March 2014	7	End of fourth marking period – High School
	21	Professional Development/Parent-Teacher Conf. – no students
	28	End of third marking period – K-8
April 2014	14-21	Spring Recess – no school for students or staff
	25	End of fifth marking period – High School
May 2014	23	Professional Development – no students
	26	Memorial Day - no school students or staff
June 2014	9	High School Exams, 1/2 day
	10	High School Exams, 1/2 day
	11	High School Exams, 1/2 day
		<b>Last Day of School</b> , ½ day school – PM Teacher work day
		If needed, snow day make ups begin June 12

Note: 173 student days,  
183 teacher 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 XXIV 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.

**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.

**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**

## AGENCY FEE LETTER OF AGREEMENT

between the  
**Hartland Consolidated Schools  
Board of Education**  
and the  
**Hartland Education Association**

The Board of Education of the Hartland Consolidated School District ("Employer") and the Hartland Education Association, MEA/NEA ("Association") desire a positive and optimum working relationship derived in part from the benefits of fair and equitable representation as supported by the Collective Bargaining Agreement. In consideration of the benefits to both the Employer and Association of an agency shop arrangement, the parties hereby agree as follows:

A. Each bargaining unit member shall, as a condition of employment, on or before thirty-one (31) days from the date of commencement of professional duties, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of members of the Association, less any amounts not permitted by law; provided, however, that the bargaining unit member may authorize payroll deduction for such fee. In the event that a bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, at the request of the Association, deduct the service fee from the member's salary and remit the same to the Association under the procedure provided below.

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 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 procedure in all cases of non-payment of the service fee shall be as follows:

1. The Association shall notify the member of non-compliance by certified mail, return receipt requested, explaining that he or she is delinquent in not tendering the service fee, specifying the current amount of the delinquency, and warning him/her that unless the delinquent service fees are paid or a properly executed deduction form is tendered within fourteen (14) days, he or she shall be reported to Employer and a deduction of service fee shall be made from his or her salary; and

2. If the member fails to comply, the Association shall give a copy of the letter sent to the delinquent member and the following written notice to Employer at the end of the fourteen (14) day period:

The Association certifies that (name) has failed to tender the periodic service fee required as a condition of employment under the Agency Fee Agreement and demands that under the terms of this Agreement, Employer deduct the delinquent service fee(s)

from the collective bargaining unit member's salary. The Association certifies that the amount of the service fee includes only those items authorized by law; and

3. Employer, upon receipt of said written notice and request for deduction, shall act pursuant to Section A above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Association, in enforcing this provision, agrees not to discriminate among bargaining unit members.

D. With respect to all sums deducted by Employer pursuant to this Section, Employer agrees promptly to disburse said sums directly to the Association.

E. A member paying the service fee provided for herein, or whose service fees have been deducted by Employer from his or her salary, may object to the use of the service fee for matters not permitted by law. The procedure for making such objections is that officially adopted by the Association. A copy of the Association Policy Regarding Objections to Political-Ideological Expenditures will be provided by the Association upon a request of a bargaining unit member.

F. The Association agrees, upon timely request, to defend Employer, its officers, agents or employees in any suit brought against all or any of them regarding the Employer's enforcement of the terms of this Agency Fee Agreement, and to indemnify Employer, its officers, agents or employees, for any costs or damages which may be assessed against all or any of them arising out of the enforcement of this Agency Fee Agreement, provided, however, that:

1. Neither the duty to defend nor the duty to indemnify shall arise where the damages and costs, if any, have resulted from the negligence, misfeasance or malfeasance of Employer, its officers, employees or agents,

2. The Association has the right to choose the legal counsel to defend any such suit or action, after consultation with Employer; and

3. If Employer, its officers, agents or employees elects to select its or their own counsel in any such suit, then the Association shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if the Association, through counsel it selects after consultation with Employer, does represent Employer, its officers, agents or employees in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit at their own expense; and

4. The Association, after consultation with Employer, has the right to decide whether to defend any said action or to appeal the decision of any court or other tribunal regarding the validity of this Section; and

5. The Association, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against Employer, its officers, employees or agents under this Agency Fee Agreement, after consultation with Employer.

G. Persons becoming members of the collective bargaining unit during the course of a school year shall have their service fee prorated over the school year.



H. The Association will certify, at least annually to Employer, fifteen (15) days prior to the date of the first payroll deduction for dues or service fees, the amount of said dues and the amount of the service fee to be deducted by Employer, and that said service fee includes only those amounts permitted by the Agency Fee Agreement and by law.

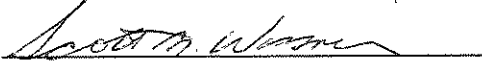
I. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue 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.

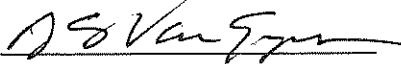
J. Should any of the provisions of this Agency Fee Agreement be found contrary to law by a court or administrative agency of competent jurisdiction, it is the intent of the Employer and Association that only the portion of the Agency Fee Agreement found contrary to law shall be stricken and all other parts or portions of this Agency Fee Agreement shall remain in full force and effect. A determination that a portion of this Agency Fee Agreement is contrary to law shall not affect the terms and conditions of the collective bargaining agreement, which shall remain in full force and effect for the life of that agreement.

K. This Agency Fee Agreement shall be effective immediately upon ratification, which in no event shall be later than March 26, 2013, and shall continue in full force and effect while the Association remains the exclusive collective bargaining representative until its expiration on June 30, 2020. After this date, termination of this agreement requires at least one party to issue a written notice of termination to the other party. Should a court or administrative agency of competent jurisdiction determine that the length of this Agency Fee Agreement is contrary to law, then it is the intent of the parties that this Agency Fee Agreement continue in effect for the longest period of time allowed by law. Should this Agency Fee Agreement be determined to be unlawful and no longer in effect, then any agency fee agreement contained in another agreement between the parties shall immediately go into full force and effect for the length of time allowed by that agreement.

Hartland Education Association, MEA/NEA

Board of Education of Hartland  
Consolidated Schools

By: 



Date: 3-27-13

3-27-13

Letter of Agreement

between the

Hartland Consolidated Schools Board of Education

and the

Hartland Education Association

March 25, 2013

Should it be determined that a law or regulation would penalize or reduce the Employer's state aid or any other state funding opportunity (i.e. best practices or any "one time" sources created in the future) solely for entering into the legally binding Agency Fee Agreement, then the Association will either absorb the funding loss or deem unenforceable section(s) of the Agency Fee Agreement triggering this penalty or reduction, unless another option is mutually agreed upon.

Should MERC, a court, or other administrative agency of competent jurisdiction find that such law is unconstitutional, illegal or otherwise unenforceable, then the section(s) of the Agency Fee Agreement that was deemed unenforceable shall go into full force and effect for the same period of time as the length of time remaining on the agreement when the language was deemed unenforceable.

For the Association: *Scott M. Wiseman*

Date: 3-27-13

For the Board: *D. VanEpps*

Date: 3-27-13

Letter of Agreement  
between the  
Hartland Consolidated Schools Board of Education  
and the  
Hartland Education Association  
March 25, 2013

Prohibited Subjects

Effective July 1, 2013, the articles, paragraphs, sub-paragraphs, and provisions that were removed because the parties believe they concern "prohibited subjects" of bargaining under PA 103 of 2011 will not appear in the 2013-2018 agreement.


If legislative changes occur and/or a final decision of a court of competent jurisdiction rules that any prohibited bargaining subject identified by Public Act 103 of 2011 is modified or nullified, upon the exhaustion of all appeals under the applicable court rules, the Board and the Association shall enter negotiations to discuss the possible modifications to the Collective Bargaining Agreement affected by the legislative change or court ruling, notwithstanding the expiration date of the Collective Bargaining Agreement.

For the Board:

  
signature

3-27-13  
date

For the Association:

  
signature

3-27-13  
date

UNDERSTANDING

Between the

Hartland Education Association and

Hartland Consolidated Schools

Re: Best Practices Per Pupil Financial Incentive

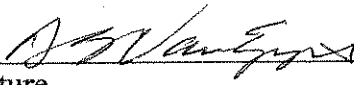
The parties understand that Hartland Consolidated Schools intends to use its Policyholder of Insurance Benefits status as one of the seven (7) Best Practices required by the State to qualify for an additional \$52 incentive in per pupil foundation allowance for the 2013-14 school year.

The parties further understand that the calculations made to determine the salary schedule increase applied in 2013-14 were based on the assumption that the District will qualify for the \$52 per pupil incentive.

If the District is informed during the 2013-14 school year that it does not qualify for the incentive due to the Policyholder issue or any of the other Best Practices requirements, the parties agree to calculate a wage giveback in 2014-15. Any adjustments necessary to make the District whole for the amount that should have been given back in 2013-14 shall be made in 2014-15, unless the parties mutually agree in writing to make the adjustments in 2013-14.

If the District is informed that it does not qualify for the incentive at a point in time that is beyond the 2013-14 school year, the parties agree to make any adjustments necessary to make the District whole for the amount that should have been given back in 2013-14. If it is not possible to make the adjustments to make the District whole in 2014-15, the parties agree to make the adjustments as soon as possible thereafter, notwithstanding the fact the current contract expires June 30, 2018.

For the District:

  
\_\_\_\_\_  
Signature 11.8.13  
Date

For the Association:

  
\_\_\_\_\_  
Signature 11-8-13  
Date

## ARCHIVES

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

### **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 (now Article XXIV) 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.

ARCHIVES (continued)

**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.

**ARCHIVES (continued)**

**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 1/26<sup>th</sup> of their regular salary with one lump sum summer paycheck on the 21<sup>st</sup> 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



**ARCHIVES (continued)**

**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 1/26<sup>th</sup> of their regular salary with one lump sum summer paycheck on the 21<sup>st</sup> 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